CONDOMINIUM OFFERING PLAN
FOR SALE OF RESIDENTIAL UNITS

IN

368 THIRD AVENUE CONDOMINIUM
A/K/A "Vu"

A Condominium Located at

368 Third Avenue
New York, New York 10016
New York County

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100 Residential Units *	$	221,440,500.00
46 Storage Room Licenses	$	1,862,500.00
Total Purchase Price of Offering	$	223,303,000.00
Reserve Fund/Working Capital Fund**	$	0.00

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

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

Name and Address of Sponsor:

368 Third Owners LLC
540 Madison Avenue, Suite 16B
New York, NY 10022

Name and Address of Selling Agent:

Halstead Property Development Marketing, LLC
445 Park Avenue, 10th Floor
New York, New York 10022

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

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

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

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

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SPECIAL RISKS

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

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupants"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares still owns a substantial ownership interest, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to withhold Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

Sponsor will not use the withholding of Units to deceive the public about percentage of Units that have been sold. Sponsor shall use fifteen percent (15%) of the total Residential Units

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

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

2. The project is being financed from Sponsor's own funds and construction loan financing from Bank Leumi USA, a New York banking corporation having an office at 579 Fifth Avenue, New York, New York 10017 (hereinafter the "Construction Lender"). The construction loan closing took place on October 31, 2018. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

3. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all the Residential Units; or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years from the

date of the First Unit Closing. See the section of the Offering Plan located in Part I, titled, "Control By Sponsor," for further details.

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

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

A Purchaser who is interested in acquiring the right to use a Storage Room must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the Down Payment paid under the Purchase Agreement shall include fifteen percent (15%), or, if applicable, fifty percent (50%), of the Storage Room License Payment (the "License Deposit") as well as fifteen percent (15%), or, if applicable, fifty percent (50%), of the Purchase Price of

the Unit. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Room reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and/or Storage Room reservation due to Purchaser's default.

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

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

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

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement, or in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing either Seller's rights or Purchaser's obligations thereunder, but only in the event the Sponsor prevails.

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

6. Pursuant to the Offering Plan, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Royal Abstract of New York LLC, as agents for First American Insurance Company and/or Stewart Title Insurance Company. Obtaining title insurance from Royal Abstract of New York LLC shall facilitate the Closing and avoid unnecessary delays. However, notwithstanding anything herein to the contrary, Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. Purchasers are advised that obtaining title insurance from another title insurance company and/or abstract company may cause a delay of the Closing of title to the Unit. There shall be no additional cost if Purchaser elects to obtain title insurance from another title insurance company and/or abstract company. See the section titled, "Unit Closing Costs and Adjustments" located in Part I of the Offering Plan for further details.

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

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

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

Further, the fact that a Purchaser's Purchase Agreement will not be contingent upon financing, to the extent permitted by applicable Law, the provisions of the Declaration and By-Laws may comply with certain requirements of the Federal National Mortgage Association ("Fannie Mae") and the Federal Housing Authority ("FHA"). Sponsor, at its sole cost and expense, may, but has not obligated itself, to file applications with Fannie Mae and FHA in order to have the Condominium added to a list of file applications with Fannie Mae and FHA in order to have the Condominium added to a list of "approved" condominiums. There is no guaranty, assurance or obligation that Sponsor will complete said applications or satisfy the criteria for approvals, or in the event that either or both of the Fannie Mae and FHA requirements are satisfied, whether the Condominium will continue to satisfy such criteria. Purchasers should further be advised that if FHA approval is granted to the Condominium, no more than thirty percent (30%) of the total Residential Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind a Purchase Agreement if for any reason, Sponsor's application to either or both of Fannie Mae and FHA, is not submitted or approved. In addition, in accordance with the requirements of Fannie Mae and FHA, at least ten percent (10%) of the total operating budget for the First Year of Condominium operation is required to be set aside for capital expenditures and replacement reserve fund in order to fund the replacement reserves for capital expenditures and deferred maintenance (the "Reserve Contribution"), as more particularly described in "Schedule B, Projected Budget for First Year of Condominium Operation, Commencing July 1, 2021," located in Part I of the Plan, subject to any reserve fund study obtained by Sponsor that may justify the reduction of the requisite percentage. There is no guarantee or assurance that the Reserve Contribution will be provided as a line item in the operating budget subsequent to the First Year of Condominium operation or that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA. The Condominium Board reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Condominium Board) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, it is a special risk of this Offering Plan that (i) for so long as Sponsor continues to own at least one (1) Unsold Residential Unit and the Reserve Contribution is established, the Condominium Board must maintain the Major Capital Improvement Reserve Fund and any change in the amount of the Major Capital Improvement Reserve Fund shall be made only with Sponsor's prior written consent, and (ii) the portion of the Reserve Contribution contributed by the Commercial Unit Owner, if any, can only be used for the repair and replacement of the General Common Elements. Please see Article VI of the By-Laws of the Condominium set forth in Part II of the Plan for further details.

In general, see the sections of the Offering Plan located in Part I, titled "Procedure to Purchase" and "Working Capital Fund and Reserve Fund" for further details.

10. As shown on the Site Plan and Floor Plans set forth in Part II of the Offering Plan, the floors of the Building are designated cellar, first floor, second floor through twelfth floor, then the fourteenth floor through the thirty-sixth floor. Designated floors thirty-third and thirty-fourth will also be known as the penthouse levels. Although a thirteenth structural floor exists, there is no designated thirteenth floor in the Building. The structural sixteenth floor, which has been designated the seventeenth floor, and the structural thirty-fourth floor, which has been designated the thirty-fifth floor, does not contain any residential units and alternatively consist of

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

11. Once issued, the Certificate of Occupancy for the Building shall provide that the Commercial Unit located on a portion of the first floor and a portion of the cellar level of the Building shall be used for commercial purposes, including, but not limited to, retail or restaurant uses, or for any lawful purpose under the Zoning Resolution of the City of New York, as amended ("Zoning Resolution").

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

Additionally, as part of the construction or subsequent to the construction, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto and provided such installation is feasible without any material adverse physical effect on any other Unit, shall have the right to install a flue which will be sized for possible restaurant or commercial grade kitchen use in or on the common areas of the Building and such flue may run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have an easement, without charge or limitation and without the consent of the Board of Managers, to use said flue for any lawful purpose and in conjunction with the use of the Commercial Unit. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall also have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will

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

Further, in the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement in, on and over the Common Elements, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building. However, neither the Sponsor nor its principals have at this time any right or opportunity to acquire and develop in whole or in part any adjacent property or any property within one (1) block of the Building. Additionally, to the best of Sponsor's knowledge, Sponsor is not aware of any development projects that have been publicly announced that will be adjacent to or directly across the street from the Building. Any change in this information that occurs while sales are continuing will be disclosed in an amendment to the Offering Plan within thirty (30) days after the information becomes known directly to Sponsor.

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

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

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the

right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which case no notice is required, and (vi) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

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

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

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

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

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

Further, although real estate tax projections for the Commercial Unit are not set forth in Schedule A located in Part I of the Offering Plan, once individual condominium tax lots are established, which Sponsor anticipates to be no earlier than July 1, 2021, the Commercial Unit shall pay full real estate taxes based upon the assessed valuation of the Commercial Unit at that time and the then current tax rate. Until such time that individual tax lots are established, the Commercial Unit shall pay its proportionate share of the real estate taxes due for the entire Property based upon the percentage common interest of the Commercial Unit. See the section of the Plan located in Part I, entitled "Real Estate Taxes" for further details. See the section of the Plan located in Part I, entitled "The Commercial Unit," for further details as to the Commercial Unit.

12. Pursuant to the terms of the Offering Plan and the Purchase Agreement contained in Part II, the Purchaser is required to pay as a closing cost the New York State Real Property Transfer Tax ("Deed Stamps") and the New York City Real Property Transfer Tax ("NYCRPT"). The payment of real estate transfer taxes, in condominium transactions is the statutory obligation of the seller. The obligation is assumed by the purchaser if such obligation is imposed on the purchaser by the terms of the sale.

Deed Stamps are currently at the rate of $2.00 per each $500.00 of consideration or part thereof. However, pursuant to revisions to the State Tax Law, Section 1402-a, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), a higher rate of $3.25 per each $500.00 of consideration or part thereof shall be applicable to (i) conveyances of residential real property where consideration is $3,000,000.000 or more, and (ii) conveyances of any other real property where consideration is $2,000,000.00 or more. For avoidance of doubt, the current rate of $2.00 per each $500.00 of consideration or part thereof shall continue to apply with respect to each conveyance of residential real property where consideration is less than $3,000,000.00, and with respect to each conveyance of any other real property where consideration is less than $2,000,000.00.

The NYCRPT rate is currently equal to one percent (1%) of the consideration paid for residential real property if such consideration is $500,000.00 or less, and 1.425% of the

consideration paid for residential real property where such consideration is greater than $500,000.00. The non-residential rates where consideration is $500,000.00 or less, and where consideration is greater than $500,000.00, are 1.425% and 2.625%, respectively.

For purposes of paying the Deed Stamps and the NYCRPT with respect to this project, consideration also includes the amount of Deed Stamps and the NYCRPT to be paid for the Unit and any Storage Room License, as well as Purchaser's payment of Sponsor's legal fees. See the section of the Offering Plan located in Part I, titled "Unit Closing Costs and Adjustments," for further details.

In the event that the taxing authority of the City of New York determines that the conveyance of either (i) a Residential Unit together with a Storage Room, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00 and the higher Deed Stamps rate of $3.25 for each $500.00 of consideration or part thereof shall apply where the aggregate consideration is $2,000,000.00 or more. This higher rate would be applicable even if such total consideration is less than the $3,000,000.00, which is the minimum where such higher rate would be applicable to residential real property.

Under the State Tax Law, Section 1402-a, an additional tax of one percent (1%) of the total consideration is payable by the grantee (Purchaser) on each conveyance of residential real property where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). However, pursuant to revisions to the State Tax Law, specifically the addition of Section 1402-b thereto, for conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), the following higher rates for the Mansion Tax shall be applicable: (i) 1.25% of consideration with respect to each conveyance where such consideration for the entire conveyance is $2,000,000.00 or more but less than $3,000,000.00; (ii) 1.50% of consideration with respect to each conveyance where such consideration for the entire conveyance is $3,000,000.00 or more but less than $5,000,000.00; (iii) 2.25% with respect to each conveyance where such consideration for the entire conveyance is $5,000,000.00 or more but less than $10,000,000.00; (iv) 3.25% with respect to each conveyance where such consideration for the entire conveyance is $10,000,000.00 or more but less than $15,000,000.00; (v) 3.50% with respect to each conveyance where such consideration for the entire conveyance is $15,000,000.00 or more but less than $20,000,000.00; (vi) 3.75% with respect to each conveyance where such consideration for the entire conveyance is $20,000,000.00 or more but less than $25,000,000.00; and (vii) 3.90% with respect to each conveyance where such consideration for the entire conveyance is $25,000,000.00 or more. For avoidance of doubt the current rate of one percent (1%) of consideration shall continue to apply with respect to each conveyance where such consideration for the entire conveyance is $1,000,000.00 or more but less than $2,000,000.00. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of

the NYCRPT and Deed Stamps to be paid for the Unit and any Storage Room License by Purchaser as well as Purchaser's payment of Sponsor's legal fees. Purchasers should note that for purposes of this discussion of transfer taxes, "residential real property" shall include a one, two, or three-family house, an individual condominium unit (including an individual Residential Unit hereunder), or a cooperative apartment, that is or may be used, in whole or in part, as a personal residence, and that, as explained hereinabove, the transfer of a Residential Unit together with a Storage Room License could potentially trigger the non-residential tax rates.

In the event the City or State of New York shall promulgate a new or additional real estate transfer tax that shall apply to a transaction contemplated hereunder (e.g., a City equivalent of the Mansion Tax), such transfer tax shall be payable solely by the Purchaser.

In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed. See the section of the Offering Plan located in Part I, titled "Unit Closing Cost and Adjustments," for further details.

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

14. Pursuant to the terms of the Offering Plan, Sponsor may declare the Plan effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of fifteen (15) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. The availability of financing to Purchasers may be limited based upon such minimum sales. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares still owns a substantial ownership interest, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor has an ownership interest of 10% or more. It also may be difficult

for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See the section of the Offering Plan located in Part I, titled "Effective Date of Plan," for further details.

15. Pursuant to the terms of the Offering Plan, the fifteen percent (15%) or fifty percent (50%) downpayment made by Purchaser upon execution of a Purchase Agreement may be increased by the cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion, and itemized in the Purchase Agreement. All funds received by Sponsor for such custom work will initially be placed in an escrow account. However, subsequent to Sponsor declaring the Plan effective, the escrowed funds for custom work may be released from the escrow account to Sponsor as long as Sponsor uses the additional escrowed funds for custom work actually performed. As a result, in the event a Purchaser is entitled to rescind his Purchase Agreement subsequent to the release of the additional escrowed funds, the Purchaser will not receive a refund of any such funds required for the actual costs incurred or due for any special custom work ordered by Purchaser. Notwithstanding anything herein to the contrary, if the Offering Plan is not consummated for any reason, Purchaser shall not lose any of the Down Payments, including any funds received by Sponsor for upgrades, extras and custom work.

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

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

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

16. In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001, telephone number (212) 564-9800, to serve as the escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at Bank Leumi USA, located at 579 Fifth Avenue, New York, New York 10017 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is titled "D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, Escrow Account for 368 Third Avenue Condominium" or a similar name ("Escrow Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall place the Deposits in the Escrow Account. Purchasers are advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, it is a special risk of this offer that such Deposits will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account. See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

17. It is a special risk of this Offering Plan that on January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. With respect to deductions related to ownership of a Residential Unit at the Condominium, please see the tax opinion of Sponsor's Attorneys, set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." As set forth therein, it is the opinion of Sponsor's Attorneys that a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Such Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes

will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code, as amended. The Federal limitation on the deduction for real estate taxes applies in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor or Sponsor's Attorneys make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

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

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

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

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

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

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000 is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528. In the event the Condominium does not qualify, it is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability. However, the Condominium Board may elect to make an additional assessment in order to meet this tax liability. In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. For further details regarding Section 528, see Counsel's Income Tax Opinion, which is located in Part I of the Offering Plan.

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

19. The Sponsor will correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit or any Residential Unit Limited Common Element appurtenant to such Unit affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or material materially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit or any Residential Unit Limited Common Element appurtenant to such within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements within one (1) year after the completion of such Common Element at issue. The Housing Merchant Implied Warranty Law (GBL Article 36-B) does not apply to this Offering of the Units and/or the Property. Sponsor

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

However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation. Notwithstanding anything contained herein to the contrary, any work shall be comparable to local standards customary in the particular trade and shall be done in accordance with all applicable codes and approved plans and specifications for the Building. Notwithstanding any limitation in the warranties or disclaimers set forth in the Offering Plan to the contrary Sponsor's obligation is to construct the Building in accordance with all applicable law and codes and filed plans and specifications. Any conflict between such limitations or disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable law and codes and filed plans and specifications shall be resolved in favor of the latter. See the section of the Plan titled "Rights and Obligations of Sponsor," located in Part I of the Offering Plan, for further details.

20. The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium operation; and (ii) upon 100% completion of Sponsor's renovations to, and construction of, the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT.

It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation will not be based on a fully constructed or complete Building but instead on a partially completed Building. It is assumed for projection purposes that the Property will be fully assessed for the 2022/2023 tax year. Upon 100% completion of the construction by Sponsor, which is assumed to be subsequent to January 5, 2021 but prior to January 5, 2022 for assessment purposes, and the implementation of the post construction actual total assessment of the Property, the post construction actual assessed valuation for all of the Residential Units has been projected by Paul J. Korngold, Esq., of Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP ("Korngold") located at 6 East 45th Street, 7th Floor, New York, NY 10017, as $18,942,778.00. Based upon the completion date, this projected actual total assessment for the

Property will not be effective until July 1, 2022 for the 2022/2023 tax year. Further, Mr. Korngold has projected the 2022/2023 tax rate for the Residential Units to be 12.8%. **BASED UPON THE PROJECTED AGGREGATE 2022/2023 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $18,942,778.00 AND A PROJECTED TAX RATE OF 12.8% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2022/2023 TAX YEAR WOULD BE APPROXIMATELY $2,424,676.00 FOR THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) OF SCHEDULE A LOCATED IN PART I OF THE OFFERING PLAN FOR EACH OF THE UNITS.**

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

21. It is a special risk of this Offering Plan that as against all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, Sponsor's designee, and/or their successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property (collectively, "Unused Development Rights"), which Sponsor is herein reserving for itself, its designee, and/or their successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended. Sponsor has also bound itself, its designee, and/or their successors and assigns from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) will allow any party, including Sponsor as the holder of Unsold Units, but excluding the Board of Managers of the Condominium, to build on or directly above the land and/or expand the Building.

With regard to (ii) above, the Sponsor, its designee, and/or their successors and assigns, may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such event, any construction by the Condominium shall (i) not increase the number of Units in the Building; (ii) be limited in scope to a minor alteration to a Unit and/or the Building; (iii) not have any material impact on the operating budget of the Condominium; (iv) not impact the Percentage of Common Elements allocated to any of the Units; and (v) be made only in accordance with the Condominium's Declaration and By-Laws and all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(af) of the Attorney General's Regulations. As used herein, "Unused Development Rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor and Sponsor's designee, their successors and assigns, will not build any further on or above the Property. Any and all consideration paid to Sponsor, its designee, and/or their successors and assigns in connection

with a transfer of any Unused Development Rights shall be the sole and absolute property of the Sponsor, its designee, and/or their successors and assigns.

Based upon the approved Building Plans for the construction of the Building, there are currently 27 square feet of Unused Development Rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable air rights and/or development rights pertaining to the Property at that time. Until such time as the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development air rights and/or development rights that would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess air rights and/or development rights.

As a result of Sponsor's reservation of Unused Development Rights for itself, its designee, and/or their successors and assigns, the Building may not be expanded without the purchase of said rights from Sponsor, Sponsor's designee, and/or their successors and assigns. Additionally, the transfer of such development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

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

22. There are Lot Line Windows which are part of the construction of the Building.

Along the north side of the Building, Lot Line Windows are provided on the north side of the Building in Residential Unit A and Residential Unit D – 14th thru 16th, 18th thru 26th floors, Residential Unit A and B – 27th thru 32nd floors and Residential Unit A and B – PH 33rd Floor. Lot Line Windows will have tempered glass and will be protected with sprinklers.

Windows along the south side of the Building are located on the lot line between the Property and the adjacent air rights parcel. A light and air agreement is in place preventing the adjacent building from future development that will destruct the light and air of windows along south side of the Building. Even though windows from the 10th thru 12th and 14th floors which are below a height of 60 feet are being used to satisfy NYC Building Code requirements for light and air, such windows below 60 feet will have tempered glass and will be protected with sprinklers as required by the building code.

The Lot Line Windows on the northerly façades do not provide the legal light and air required for residential occupancy. The Lot Line Window declaration included as part of the

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

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

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

23. At or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, which is October 31, 2021, as may be extended, Sponsor will sell the Superintendent's Unit located on the 2nd floor of the Building and designated as Unit 2A, to the Board of Managers of the Condominium on behalf of all of the Unit Owners. The Condominium will use the Unit as the superintendent's residence. The Purchase Price for the Superintendent's Unit will be $1,650,000.00 plus all closing costs related thereto. The total cost of the Superintendent's Unit will be paid by the Condominium and all of the Unit Owners as follows: (a) at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of fifty percent (50%) of the cost of the Superintendent's Unit as determined in accordance with the Common Interest of such Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, "Allocated Share of 50% of Purchase Price for the Superintendent's Unit", located hereinafter. See "Notes to Schedule A-1" also located hereinafter for more information. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case

additional transfer taxes may be payable by Purchaser. There is also no guaranty that the superintendent will be residing in the Building at the time of closing of any particular Residential Unit although all applicable legal requirements with respect thereto will be complied with by the Condominium and/or Sponsor; and (b) the costs of financing the remaining fifty percent (50%) balance of the Purchase Price for the Superintendent's Unit shall be borne by all of the Unit Owners, including the Commercial Unit Owner, as a Shared Common Expense. This Shared Common Expense is set forth as part of "Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021" and therefore a part of each Unit Owner's Common Charges. The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party lender at prevailing rates and terms should Sponsor procure such lender, totaling approximately $865,179.00, which represents fifty percent (50%) of the current Offering Price of $1,650,000.00 for Unit 2A plus approximately $40,179.00 attributable to fifty percent (50%) of the other closing costs related to the closing of title to the Superintendent's Unit. If held by Sponsor, the note(s) will bear interest at the rate of four percent (4%) per year, provide for the payment of equal monthly installments of principal and interest during its term based upon a thirty (30) year payment schedule and require a $782,532.89 balloon payment on its maturity date, which will be five (5) years after the First Unit Closing. It is anticipated that, at the maturity date of the note(s) and mortgage(s), the Board of Managers will refinance with a lender other than Sponsor the principal payment that will then be due. However, Sponsor makes no representation that the Board of Managers will be able to refinance or, if refinancing is available, as to the terms or costs of the same. **IF THE BOARD OF MANAGERS IS UNWILLING OR UNABLE TO REFINANCE, EACH UNIT OWNER WILL BE REQUIRED TO PAY HIS OR HER PRO RATA SHARE OF THE PRINCIPAL PAYMENT THEN DUE, WHICH PRO RATA SHARE WILL BE BASED UPON HIS PERCENTAGE INTEREST IN THE COMMON ELEMENTS OR CONTRIBUTING SHARE. SPONSOR HAS NOT AGREED TO ITSELF REFINANCE THE NOTE(S) AND MORTGAGE(S) ON THEIR MATURITY DATE. SEE BELOW FOR A BREAKDOWN OF THE ESTIMATED BALLOON PAYMENT DUE IN THE EVENT THE BOARD DOES NOT REFINANCE.**

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

The Common Charges and real estate taxes as well as the costs of repairs, alterations and improvements attributable to the Superintendent's Unit, shall also be borne by all of the Unit Owners as a Shared Common Expense. This Shared Common Expense is set forth as part of "Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021" and therefore a part of each Unit Owner's Common Charges.

As stated in Section 4 of the Condominium Declaration, prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit and the Board of Managers shall purchase whichever Unit is designated by Sponsor to be the Superintendent's Unit; provided, however that such new designation and

sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on common charges, real estate taxes and fifty percent (50%) of the new purchase price, the sum of which exceed the costs of owning Unit 2A as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Common Charges, Real Estate Taxes, Utility Charges and Mortgage Indebtedness as set forth in Notes 6 and 7 to "Schedule B – Projected Budget for First Year of Condominium Operation" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments, to the extent they represent principal payments only, will be credited towards the purchase price of the Superintendent's Unit.

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

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$207.88	$4,917.44
Two Bedroom	$367.97	$8,704.11

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

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$259.85	$6,146.80
Two Bedroom	$459.96	$10,880.14

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

24. Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the gym/fitness room, the yoga/pilates studio, the media room with its adjacent half bath, and the party room, all located at the 2nd floor of the Building) may not be available during the First Year of Condominium Operation. These services will be available within twelve (12) months of the First Unit Closing. However, at all times after the First Unit Closing of a Residential Unit, the lobby will be attended twenty-four (24) hours a day, seven (7) days a week. The interim level of staffing will at all times be adequate to maintain the Building during this period. Though the Condominium's projected budget set forth in Schedule B in Part I hereof

assumes a fully operational building, the actual costs of operation for the First Year of Condominium operation may or may not be lower than as projected in Schedule B in the event the services and facilities described herein are not immediately available. Though Sponsor makes no warranty or representation with respect to the foregoing, in the event of such delay, it is not anticipated that the budget will need to be increased as a result of the commencement of such services or availability of such facilities. See the section of the Plan titled "Notes to Schedule B" in Part I of the Offering Plan for further details.

25. Unless a special allocation is applicable, the Commercial Unit shall bear 5.2496% of the Common Expenses which are designated as "Shared Expenses" in "Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021," which is located in Part I of the Offering Plan. The Commercial Unit will be separately metered for all consumption of electricity within the Commercial Unit and the Commercial Unit Owner will be solely responsible for the payment of the cost for such electricity. Although initially there will not be separate metering or submetering for gas service to, and water consumption in, the Commercial Unit, when the Commercial Unit is separately metered or submetered for gas consumption related to its heat, hot water and other gas usage and water consumption in the Commercial Unit, the Commercial Unit shall be responsible for the cost thereof. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. The Commercial Unit owner shall only be required to pay for its estimated share of the cost of gas and water consumption in the Commercial Unit as set forth in Schedule B prior to the time that the Commercial Unit is separately metered and/or submetered for such utilities, and subsequent to such time, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters. Further, pursuant to the By-Laws of the Condominium, the Commercial Unit Owner is solely responsible for the payment of "Commercial Common Expenses," together with the costs of the utilities described above, which include the cost of snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, which is solely attributable to the Commercial Unit and not a Shared Expense. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the aggregate Expenses for the Commercial Unit only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses.

Those expenses set forth in Schedule B which are borne solely by all the Residential Unit Owners are referred to in the Plan as "Residential Common Expenses." Pursuant to the By-Laws of the Condominium, the Residential Common Expenses include all expenses or allocated expenses arising from residential garbage collection; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; electricity for the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas

consumption for cooking; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the media room, adjacent half bathroom, party room, yoga/pilates studio, fitness center and other amenities located at the Building; and any other expense which is not a Shared Expense attributable to the Residential Units only or as provided for in the Plan and/or By-Laws of the Condominium.

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

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

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

Recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 10 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law. The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the

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

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

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

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

After the first year of the term of the Storage Room License Agreement, each Unit Owner who enters in a Storage Room License Agreement will be required to pay a monthly Storage Room License Fee to the Board of Managers commencing in the thirteenth (13th) month of the term of the Agreement. The License Fee will be $50.00 per month for the second year of

Condominium operation and thereafter may be raised annually thereafter by the Board of Managers in its sole discretion.

For avoidance of doubt, as to any unsold Storage Room Licenses, Sponsor will not be required to pay Storage Room License Fees.

Sponsor makes no representation that the size of a Storage Room as set forth on Schedules A-2, will accommodate the items which a Purchaser intends to store in the Storage Room. Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Storage Room under contract) to reconfigure, change, combine, relocate and/or modify any Storage Room, including, but not limited to, increasing the number of Storage Rooms, in its sole discretion in order to sell, assign and/or lease any Storage Room.

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

29. It is a special risk of this Offering Plan that the approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls at the Building or at the exterior face of the aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions facing Common Elements separating a Unit from public corridors, stairs, elevators, refuse chute, and other mechanical equipment spaces or any Common Elements not located within a Unit. Common Elements located within a Unit shall not be considered a part of such Unit, however the respective area of any such Common Element is not deducted from the gross floor area of each Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the underside of the concrete floor slab above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages reflected in Schedule A substantially exceed the useable floor area of each Unit.

An exterior private terrace area is measured from the exterior face of the Unit wall to the exterior face of the walls or railings and the centerline of the fencing delineating such area, as may be applicable. Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. Further, please note that the ceiling heights for the Units and/or Common Elements as set forth in the "Description of Property and Building Specifications" in Part II of the Offering Plan are approximate and may vary in certain areas due to field conditions at the Property. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement has been executed by

Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their downpayments, together with all interest earned thereon.

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

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

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

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the entire Building, and shall exercise best efforts to obtain the PCO within such two year period while keeping the TCO current. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

32. The First Year of Condominium operation is estimated to be July 1, 2021 through June 30, 2022. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Residential Closing may occur sooner or later than the projected First Year of Condominium operation and closing to certain Residential Units may occur substantially before or after closings for other Residential Units.

Purchasers should note that even if the First Unit Closing occurs on or before July 1, 2021 (or such other date projected as the date of commencement of the First Year of Condominium Operation at the time the Purchase Agreement was entered into) or within the twelve month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise is compliance with its obligations under the Plan, Purchaser will not be entitled to a right to rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be

excused from paying the Total Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title in connection with the First Unit Closing on or before twelve (12) months from July 1, 2021, affected Purchasers will be afforded the right of rescission.

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

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

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

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

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

36. In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). The principals of Sponsor who have executed the Certification expressly disclaim the existence of any private right of action in connection with or arising from their execution of the Certification. As decided by the unanimous appeals court in the recent case entitled Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al., 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), Appellate Division, First Department, individual principals of a sponsor are not personally liable for claims (as described in the case and pleadings) by individual

unit owners or the Condominium Board to the extent such claims are premised solely on alleged violations of an offering plan and the certification of sponsor and principals contained in the offering plan, absent liability under another statute or under an alter-ego or other veil-piercing theory.

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

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

39. It is a special risk of this Offering Plan that pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (a) the purchaser is a "Legal Entity" as defined in the Order; (b) the purchaser purchases residential real property located in the Boroughs of Manhattan, Brooklyn, Bronx, Queens or Staten Island; (c) the total purchase price is in excess of $300,000.00 in the Boroughs of Manhattan, Brooklyn, Bronx, Queens or Staten Island; (d) the purchaser does not obtain a bank loan or similar form of external financing; (e) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer. The Order affects all residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., November 11, 2019, which date is subject to change by FinCEN.

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

41. It is a special risk of this Offering Plan that a Purchaser of a Unit shall pay the legal fee of Sponsor's attorneys in the amount of $3,000.00 per Unit, payable to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of Purchaser, Purchaser's attorney, Purchaser's lender, or title company. Furthermore, a legal fee of $350.00 shall be payable to Sponsor's attorneys for the work involved in processing

any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable by Purchaser for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any.

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

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

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

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

46. It is a special risk of this Offering Plan that pursuant to the terms of the form Purchase Agreement set forth in Part II of the Plan that prior to, and for twelve (12) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit. Notwithstanding the foregoing, Sponsor shall consent to the sale of a Unit prior to the expiration of said twelve (12) month period in the event of (i) an involuntary relocation of the Unit Owner's primary place of employment to a location over fifty (50) miles from the Property if the location of the Unit

Owner's primary place of employment is within fifty (50) miles of the Property at the time of the purchase of the Unit, (ii) an involuntary loss of Purchaser's primary means of employment, or (iii) the death of the Purchaser. Sponsor's consent shall be conditioned upon all profits from the sale of the Unit (minus customary closing costs and expenses) belonging to Sponsor.

47. It is a special risk of this Offering Plan that no person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

48. It is a special risk of this Offering Plan that on September 1, 2016, the New York City Department of Buildings (the "DOB") issued a ZRD1 determination under Control No. 46739 directing that, in order for the Broadway Alley (defined below) to meet the definition of a "street" for zoning purposes so that the prior owner of the Property, and subsequently Sponsor, could satisfy building, construction certificate of occupancy and zoning requirements in connection with the construction of the Building, the DOB directed that the gates that were installed at each end of the Broadway Alley by an adjoining property owner (the "Gates") must be removed to create an open and unobstructed way, and in connection therewith further directed that, "A statement shall be provided on the Certificate of Occupancy that "Access through each end of the Broadway Alley shall not be obstructed with fences and/or gates." (collectively, the "ZRD1 Condition").

"Broadway Alley" is a thirteen (13) foot wide, privately-owned strip of land that is contiguous to portions of the Property and the properties located at 360-364 Third Avenue, New York, New York, Block 882; Lots 44 and 46 (the "360-364 Property") and 160 East 27th Street, New York, New York, Block 882; Lot 50 (the "Coop Property"). Pursuant to recorded deeds in the chain of title for the Property, the 360-364 Property and the Coop Property, the Broadway Alley is privately and jointly owned by the owners of those properties as tenants-in-common. The prior owner of the Property and the current owner of the 360-364 Property requested that the Coop consent to the permanent removal of the Gates installed at each end of the Broadway Alley so that the ZRD1 Condition could be satisfied. As of the date on which Sponsor was conveyed title to the Property, the Gates were removed.

Pursuant to that certain agreement between the parties dated March __, 2018 (which is undated) (the "Broadway Alleyway Agreement"), the Coop has agreed: (a) that it shall not take any action that would violate the ZRD1 Condition; and (b) that it shall not install gates, obstructions and/or fences that impede access through each end of the Broadway Alley. A memorandum of the Broadway Alleyway Agreement, a copy of which is set forth in Part II of the Plan, was recorded on May 11, 2018 in the Office of the City Register of the City of New York as CRFN: 2018000158555.

In connection with satisfying the ZRD1 Condition, the prior owner of the Property obtained a letter, dated June 6, 2017, from Kofel Associates Inc. ("Kofel"), the fee owner of the property located at 155 East 26th Street, New York, New York, Block 882; Lot 43 which is also adjacent to the Broadway Alley at its south end. A copy of the Kofel letter is also set forth in Part II of the Plan. Pursuant to the letter Kofel consents to the removal of the Gates and states that it does not require a fence or gate at the south end of Broadway Alley.

Although Sponsor has no reason to believe that either the Coop and/or Kofel would violate the terms of the ZRD1 Condition and the certificate of occupancy to be issued for the Building, if such violation occurred, and further if the DOB took an action with regards to the certificate of occupancy for the Building, then, in such events, the Board of Managers, on behalf of all the Unit Owners, will have the obligation to enforce the terms of the Broadway Ally Agreement and the Kofel letter, including the commencement of litigation, at the sole cost of the Condominium. The cost to Condominium could be substantial and, as a result thereof, require a Special Assessment to be charged to all future Unit Owners.

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

49. It is a special risk of this Offering Plan that Broadway Alley is a private street. Each of the property owners adjoining Broadway Alley has an ownership interest to the center line of the street abutting their respective properties and therefore the maintenance of those portions of the alleyway are the responsibility of the respective property owners. As a private street, the City of New York will not pave or plow the street or pave the sidewalks, if any, or shovel the snow from them. Further, the City will not pick up trash from a private street. Any trash generated by the Building will be brought by the Building's staff to the Third Avenue side of the Building. See Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021 and Note 4 thereof for more details as to the cost of maintaining the rear alleyway adjacent to the Property.

50. It is a special risk of this Offering Plan that in the event the Commercial Unit Owner and the Condominium cannot agree upon such "fair share" of a new expense or a Shared Expense, then same shall be determined by a licensed real estate broker selected by the Condominium and the Commercial Unit Owner. In the event the Condominium and Commercial Unit Owner cannot agree upon a real estate broker, or if the Condominium and the Commercial Unit Owner cannot agree on any decision or determination to be made in connection with the Shared Expenses or a new expense to be paid by the Commercial Unit Owner, then, in such event, the Commercial Unit Owner and the Condominium, at the sole option of the Commercial Unit Owner only, shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Commercial Unit Owner elects not to arbitrate, the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Units Owners may exercise all remedies available to them in equity and at law.

Further, in the event of a dispute between the Sponsor, its designee, the Commercial Unit Owner and the Condominium as to any issue relating to the Commercial Unit, the Sponsor, its designee,

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

51. Residential Unit 2A, which is a one bedroom unit, also contains a den. It is a special risk of the Offering Plan that a den, which is part of a Unit is not intended for sleeping, living or cooking purposes and such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended. See the section of the Offering Plan titled "Description of Property and Improvements," located in Part I of the Plan for further details.

INTRODUCTION

General

368 Third Owners LLC, a limited liability company organized under the laws of Delaware and authorized to do business in the State of New York, hereinafter the "Sponsor," presents this Plan with the intention of setting forth herein all material information relating to the conversion to Condominium ownership of the land and building being newly constructed (the "Building") located at 368 Third Avenue, New York, New York 10016. The Building will also be known as the "Vu." Specifically excluded from such conversion are any unused transferable air rights and/or development rights pertaining to the land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. See the section of the Plan titled "Reservation of Air and Development Rights," located hereinafter. The Property consists of two (2) adjacent parcels of land, Block 882, Lots 47 and 48, which are more particularly described as being rectangular in dimension and located along the westerly side of Third Avenue distant 49 feet 4 1/2 inches southerly from the corner formed by the intersection of the westerly side of Third Avenue and southerly side of East 27th Street. The aggregate site is approximately 5,532 square feet, with approximately 49 feet 4 1/2 inches of frontage on the westerly side of Third Avenue. Based on Sponsor's review of the Attorney General's offering plan database, the Property located at 368 Third Avenue, New York, New York 10016 was not the subject of a prior public offering.

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

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

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

The Condominium

The land, and the Building which is being newly constructed on the land after demolition of all previously existing buildings and structures located thereon, is owned by 368 Third Owners LLC, which acquired the two parcels which comprise the Property from 366-368 Third Owner LLC, by deed dated April 30, 2018 and recorded on May 7, 2018 as CRFN 2018000151471.

Accordingly, 368 Third Owners LLC is the sponsor (the "Sponsor") of this Plan.

All of the aforementioned Residential Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A. Schedule A is located in Part I of the Offering Plan. As more fully explained hereinafter, the Superintendent's Unit will be sold to the Board of Managers of the Condominium on behalf of all of the Unit Owners at or subsequent to the first unit closing of a Residential Unit (the "First Unit Closing"). See Schedule A-1 in this regard. Additionally, all of the Storage Room Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-2, which is also located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

It is noted that although it is the intent of Sponsor that all Residential Units be offered for sale pursuant to this Offering Plan, Sponsor is hereby reserving the unconditional right to withhold certain Residential Units from sale. In the event the Sponsor withholds one or more of the Residential Units from sales, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants and such Residential Units subsequently are offered, Sponsor shall amend the Plan, accordingly, if such Residential Units are offered subject to such tenancies. Since there are only forty-six (46) Storage Room Licenses being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual purchaser. A Storage Room License will only be sold by Sponsor to a Purchaser of a Residential Unit. Currently, there is no timeline for withholding or releasing additional Residential Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted as the total number of Residential Units for purposes of such calculation.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupant"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow. Prospective purchasers should also be aware that if the Unsold Units are not offered for sale and/or are subsequently rented, such decision by Sponsor may have an impact on the types of financing available to purchasers, the cost of such financing, and even, perhaps, on the availability of financing. The policy of banks may vary and may involve restrictions in the

types and varieties of loan terms available (such as the percentage of financing offered; fixed/variable; term of loan; verification requirements; etc.) to possible unwillingness to provide any financing. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares still owns a substantial ownership interest, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Prospective purchasers are advised to consult with their intended lenders/mortgage brokers with regard to the percentage of units which may be held as Unsold Units, and the lender's policies with regard to same, prior to entering into a contract to purchase a Unit. The decision of Sponsor to withhold Units from sale and/or rent same may continue to apply indefinitely and may have an adverse impact on the ability of a Unit Owner to resell their Unit and/or the price which they are able to obtain for the Unit.

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

The project is being financed from Sponsor's own funds and construction loan financing from Bank Leumi USA, a New York banking corporation having an office at 579 Fifth Avenue,

New York, New York 10017 (hereinafter the "Construction Lender"). The construction loan closing took place on October 31, 2018. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

It is the intention of Sponsor to newly construct a mixed-use commercial/residential building at the Property, consisting of thirty-six (36) designated floors (thirty-five (35) structural floors) plus a cellar, main roof and roof bulkhead levels. Sponsor shall submit the Property to the provisions of the Condominium Laws of the State of New York.

As shown on the Site Plan and Floor Plans set forth in Part II of the Offering Plan, the floors of the Building are designated cellar, first floor, second through twelfth floor, then the fourteenth floor through the thirty-sixth floor. Designated floors thirty-third and thirty-fourth will also be known as the penthouse levels. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the New Building. The structural sixteenth floor, which has been designated the seventeenth floor, and the structural thirty-fifth floor, which has been designated the thirty-sixth floor, do not contain any residential units and alternatively consist of mechanical space. All floor references in the Offering Plan, including the "Description of Property and Specifications" in Part II, to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in the Offering Plan, including the Description of Property and Specifications. See the section of the Offering Plan titled "Description of Property and Improvements," located in Part I of the Offering Plan for further discussion.

The proposed condominium will contain one hundred (100) Residential Units, including a Superintendent's Unit. As stated above, one (1) Residential Unit, the Superintendent's Unit, will be located on the second floor. The third, fourth and fifth floors will contain five (5) Residential Units, while the sixth, seventh, designated fifteenth, sixteenth, eighteenth through and including the twenty-sixth floors will each contain four (4) Residential Units. Three (3) Residential Units will be located on each of floors eight through and including the twelfth floor plus the designated fourteenth floor. Designated floors twenty-seventh through and including thirty-two contain two (2) Residential Units on each floor. The two (2) Residential Units on the designated thirty-third and thirty-fourth floors will be known as PHA and PHB. PHA and PHB are duplexed Units with space at both the designated thirty-third floor and the designated thirty-

fourth floor above. Each level of these Units is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are studio, one-, two- or three-bedroom Units. Residential Unit 2A, which is a one bedroom unit, also contains a den. A den which is part of a Unit is not intended for sleeping, living or cooking purposes and such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended. See the section of the Offering Plan titled "Description of Property and Improvements," located in Part I of the Plan for further details. Five (5) of the Residential Units have adjacent private terraces which are directly accessed from those Units. The private terraces shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private terraces adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

There will also be one (1) Commercial Unit on parts of the first floor and the cellar level. The Commercial Unit is not being offered for sale at this time and shall be retained by Sponsor or Sponsor's designee. The Commercial Unit may be physically altered and/or subdivided by Sponsor or its designee to accommodate more than one rental tenant. The Sponsor or its designee may at some future date offer the Commercial Unit for sale, but shall amend the Offering Plan prior thereto to reflect such offer. Prior to it being offered for sale, the Sponsor is also reserving the right at some future date to amend the Plan in order for Sponsor to transfer, convey or gift the Commercial Unit to another legal entity or trust, the ownership of which would either be owned or controlled by the principals of Sponsor.

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

Common Elements of the Condominium located on the cellar level, first floor and the upper floors of the Building will include, but not be limited to, the common hallways, stairways, elevators, vestibules, if any, and lobby, storage rooms and closets, and various mechanical rooms. The Building will also contain tenant storage/bike rooms, a common laundry room, an office for the Superintendent, an employee locker room and bathroom and common tenant storage rooms containing in the aggregate forty-six (46) individual Storage Rooms. Common Elements, amongst others, located at the first floor level include the main residential entrance to the Building located on Third Avenue, the residential lobby, the concierge area, and mail area and package rooms. Common Elements located at the second floor of the Building include, but are not limited to, a media room with adjacent half bathroom, a party room, a gym/fitness center and a yoga/pilates studio. The passenger elevators, elevator lobby, refuse room with compactor chute, any mechanical rooms or equipment closets, fire staircases and public corridors on each floor above the first floor are also Common Elements of the Building. Located at or above the main roof level of the Building is the common outdoor terrace, the elevator lobby for the two (2) passenger elevators, cooling towers, if any, the elevator mechanical room together with other mechanical rooms and equipment and/or fans which are also Common Elements. See the section of the Offering plan titled "Description of Property and Improvements," located in Part I of the Plan, for a more detailed description of the Common Elements of the Building. The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Pursuant to the terms of the Offering Plan and the Declaration of the Condominium, Limited Common Elements

which are for the exclusive use of all of the Residential Unit Owners will be designated "Residential Limited Common Elements" while Limited Common Elements for the exclusive use of the Commercial Unit Owner shall be designated "Commercial Limited Common Elements." Any Limited Common Element for the exclusive use of an individual Residential Unit Owner will be designated as a "Residential Unit Limited Common Element." Some of the Residential Units shall have a private terrace adjacent thereto. Other than the roof terrace located at the main roof of the Building, the gym/fitness center, the yoga/pilates studio, the party room and media room with its adjacent half bath, all located at the second floor of the Building, the tenant storage/bike rooms located at the cellar level and fifth floor, and the common storage rooms with individual storage rooms therein located on the cellar level, fourth floor and sixth floor, there are no other common recreational areas or facilities at the Property. Further, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the terraces described above.

As set forth above, the Units being offered for sale include the Superintendent's Unit located on the 2nd floor of the Building and designated as Unit 2A, which is to be sold, at or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, which is October 31, 2021, as may be extended, to the Board of Managers of the Condominium for use as the residence of the Building's superintendent. The Purchase Price for the Superintendent's Unit will be $1,650,000.00 plus all closing costs related thereto. The total cost of the Superintendent's Unit will be paid by the Condominium and all of the Unit Owners as follows: (a) at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of fifty percent (50%) of the cost of the Superintendent's Unit as determined in accordance with the Common Interest of such Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, "Allocated Share of 50% of the Purchase Price for the Superintendent's Unit", located hereinafter. See "Notes to Schedule A-1" also located hereinafter for more information. There is no guarantee or assurance that the taxing authorities will not require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser in which case additional transfer taxes may be payable by Purchaser. There is also no guaranty that the superintendent will be residing in the Building at the time of closing of any particular Residential Unit although all applicable legal requirements with respect thereto will be complied with by the Condominium and/or Sponsor; and (b) the costs of financing the remaining fifty percent (50%) balance of the Purchase Price of the Superintendent's Unit shall be borne by all of the Unit Owners, including the Commercial Unit Owner, as a Shared Common Expense. This Shared Common Expense is set forth as part of "Schedule B, the Projected Budget for First Year of Condominium Operation Beginning July 1, 2021" and therefore a part of each Unit Owner's Common Charges. The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party lender at prevailing rates and terms should Sponsor procure such lender, totaling approximately $865,179.00 which represents fifty percent (50%) of the current Offering Price of $1,650,000.00 for Unit 2A plus approximately $40,179.00 attributable to fifty percent (50%) of the other closing costs related to the closing of title to the Superintendent's Unit. If held by

Sponsor, the note(s) will bear interest at the rate of four percent (4%) per year, provide for the payment of equal monthly installments of principal and interest in an amount sufficient to fully amortize the note over a thirty-year period and require a $782,532.89 balloon payment on its maturity date, which will be five (5) years after the First Unit Closing.

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

The Shared Common Charges and real estate taxes as well as the costs of repairs, alterations and improvements attributable to the Superintendent's Unit, shall also be borne by all of the Unit Owners as a Common Expense. This Shared Common Expense is set forth as part of "Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021" and therefore a part of each Unit Owner's Common Charges.

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on common charges, real estate taxes and fifty percent (50%) of the new purchase price, the sum of which exceed the costs of owning Unit 2A as set forth in Schedule B, by more than 25%. In the event that the closing of title to the Superintendent's Unit does not take place simultaneously with the First Unit Closing, the Board of Managers will be obligated to pay to Sponsor monthly rent for the use of the Superintendent's Unit. Monthly rental payments consisting of Common Charges, Real Estate Taxes, Utility Charges and Mortgage Indebtedness as set forth in Notes 6 and 7 to "Schedule B – Projected Budget for First Year of Condominium Operation" will be due and payable from the date of the First Unit Closing to the date of the conveyance of the Superintendent's Unit to the Condominium. The monthly rental payments, to the extent they represent principal payments only, will be credited towards the purchase price of the Superintendent's Unit.

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

Average Unit Type	Annual Expense	Balloon Payment

One Bedroom	$207.88	$4,917.44
Two Bedroom	$367.97	$8,704.11

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

Average Unit Type	Annual Expense	Balloon Payment
One Bedroom	$259.85	$6,146.80
Two Bedroom	$459.96	$10,880.14

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

Features of Condominium Ownership

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

Elements" or "Residential Unit Limited Common Elements." The Plan provides that individually defined roof terraces which are adjacent to and directly accessed from certain Residential Units shall be a Residential Unit Limited Common Elements for the exclusive use of individual Residential Unit Owners. Additionally, a common or public terrace located at the main roof of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. Other than the terraces as described above, there are no other balconies or terraces at the Property. However, other Limited Common Elements include, but are not limited to, a media room and adjoining half bath, a party room, a yoga/pilates studio and a gym/fitness room, all located at the second floor of the Building, and tenant storage/bike rooms at the cellar level and fifth floor which are for the exclusive use of all of the Residential Unit Owners. Additionally, storage rooms located at the cellar level, fourth floor and sixth floor containing individual storage rooms therein, are for the exclusive use of individual Residential Unit Owners who purchase Storage Room Licenses.

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

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

titled "Definitions," charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Section 339(i) and 339-m and each Unit Owner shall be obligated to pay such Common Charges. Each Unit Owner, including the Commercial Unit Owner, will pay for all electricity consumed within his own Unit, the charges for which shall be separately metered.

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

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

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

Since the Storage Rooms are located at the cellar level, fourth floor and sixth floor of the Building, the Sponsor and Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Further, Sponsor makes no representation that the size of a Storage Space as set forth in Schedule A-2 will accommodate the items which a Purchaser intends to store in the Storage Room.

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

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

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

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

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 368 Third Avenue Condominium, a condominium being newly constructed at 368 Third Avenue, New York, New York 10001. The Building will also be known as the "Vu."
"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium, the Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; electrical consumption in the Commercial Unit for which the Commercial Unit will be separately metered or submetered; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered

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

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

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

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

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

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

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

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

"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 368 Third Avenue Condominium.
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.
"Contributing Share"	-	(a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units. (b) In the case of the Commercial Unit, and in the event that there is more than one (1) Commercial Unit, the Commercial Unit's or

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

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

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

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

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

or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

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

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

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

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

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

(2) At the cellar and first floor levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited

Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Commercial Unit from the corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit, fire staircases and stairs, including, but not limited to Stair D, located beyond the unexposed face of the dry walls enclosing the Commercial Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating the Commercial Unit from another subdivided Commercial Unit, or separating the Commercial Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit; fire staircases, stairs, vestibules, if any, or lobbies not within the Commercial Unit or which are not specifically designated below as Limited Common Elements; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit is attached; the entrances to and exits from the Building which are not specifically designated as Limited Common Elements; all cellar or first floor areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric switchgear room, the fire pump room, adjoining pump room and the ATS room, including any and all related Facilities located in such rooms and located at the cellar level; the gas meter room and adjoining closet located at the first floor

level of the Building; the gas meters, water meters and electric meters at the cellar and first floor levels, if any, except to the extent included below as Limited Common Elements;

(4) The service elevator, its elevator shaft and pits and adjoining elevator machine room and lobbies located at the cellar and first floor of the Building together with all Facilities related thereto;

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

(6) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated seventeenth and thirty-fifth floors, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(7) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated seventeenth and thirty-fifth floors, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(8) All sewer pipes and drainage pipes;

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

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

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

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

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

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

Owners ("Residential Limited Common Elements") or the Commercial Unit Owner ("Commercial Limited Common Elements") or an individual Residential Unit Owner ("Residential Unit Limited Common Elements"):

(1) Residential Limited Common Elements:

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

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

(1b) The common service or public corridors and fire staircases located

at the cellar level and first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

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

(1d) All passages, hallways, stairs and corridors, all mechanical space, offices, common Building storage room, common laundry room, office for the superintendent, employee locker room and bath, pet washing room, and all other rooms, areas, spaces and other parts of the Building, including, but not limited to, the cellar level, which are not Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the

Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

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

(1g) The trash compactor room and trash compactor machinery and related Facilities located at the cellar level of the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential

Unit Owners in a manner to be determined by the Board of Managers;

(1h) The two (2) passenger elevators, passenger elevator machinery, its shafts and pits; the elevator bulkhead, and elevator machine room, together with all Facilities related thereto, located at the main roofs of the Building or in the elevator hoistways, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

(1j) The main residential entrance, together with its canopy, if any, located on the Third Avenue side of the Building, the residential lobby together with the adjoining concierge area, elevator lobby, mail and package rooms, cart room, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the

Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The party room, media room, half bathroom, yoga/pilates studio, and the gym/fitness room, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

(1m) The common roof terrace located at the main roof level of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building,

which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

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

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

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

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

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

(1u) All other improvements, installations, apparatus or Facilities

exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

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

(2) Commercial Limited Common Elements:

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

(2b) All columns, girders, floor slabs and concrete ceilings, beams, and supports and interior bearing walls located within the Commercial Unit or separating the Commercial Unit from a Residential Unit or the residential portions of the Building;

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

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

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

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

(3) Residential Unit Limited Common Elements:

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

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

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

(3d) If applicable to a Residential Unit, the individual residential Storage Room located at the cellar level, fourth floor and sixth floor of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any Storage Room shall be subject to any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion.

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

By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

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

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

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

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

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

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

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

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

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

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

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

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Residential Units shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units; vault charges, if any, attributable to vaults adjacent to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; electricity for the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking; subsequent to the time that the Commercial Unit is separately metered or

submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the media room, adjoining half bathroom, party room, yoga/pilates studio, fitness center and other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided in the By-Laws.

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

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

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

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

"Selling Agent" - The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Halstead Property Development Marketing, LLC is the Selling Agent pursuant to the terms of the Offering Plan.

"Sponsor" - The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; 368

Third Owners LLC is the Sponsor of this Offering Plan.

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

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

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

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

"Unit" - Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private roof

terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

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

"Unit designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.

"Unit Owner" - The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Commercial Unit.

"Unsold Units" - Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property which previously consisted of two (2) adjacent parcels, Block 882, Lots 47 and 48, has an aggregate area of approximately 5,532 square feet with approximately 49 feet 4 1/2 inches of frontage along the westerly side of Third Avenue. The Property upon which the Condominium will be situated is rectangular in dimension and the development site is located approximately 49 feet 4 1/2 inches southerly from the corner formed by the intersection of the westerly side of Third Avenue and the southerly side of East 27th Street.

The Sponsor is constructing an entirely new building to be situated at the Property. All previously existing buildings and/or structures located at the Property have been demolished. The new building will be a mixed use commercial/residential building, consisting of thirty-six (36) designated floors (thirty-five (35) structural floors) plus a cellar level, main roof and roof bulkhead levels. As shown on the Floor Plans (defined hereinafter), the floors of the Building are designated cellar, ground or first floor, second floor through the twelfth floor, then the fourteenth floor through the thirty-sixth floor. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the new Building. The structural sixteenth floor, which has been designated the seventeenth floor, and the structural thirty-fourth floor, which has been designated the thirty-fifth floor, do not contain any residential units and alternatively consist of mechanical space. All floor references in the Declaration and in the By-Laws of the Condominium to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in the Declaration and the By-Laws of the Condominium. Further, pursuant to such designations, the thirty-third and thirty-fourth floors shall be designated as penthouse floors while the main roof levels including the designated thirty-sixth floor and above, will be comprised of a common outdoor roof terrace for the exclusive use of all of the Residential Unit Owners, plus mechanical rooms, mechanical equipment, the cooling towers, and other mechanical terrace areas for the Building. Additionally, the second floor of the Building will contain certain recreational amenities, including, but not limited to, a party room, a gym/fitness room, a yoga/pilates room, half bathroom, and a media room, while the cellar level, fourth floor and sixth floor also contain common storage rooms with individual storage rooms therein, and on the cellar level and fifth floor there are bike storage rooms, all of which will be for the exclusive use of all of the Residential Unit Owners.

The newly constructed Building shall be comprised of one (1) commercial unit (the "Commercial Unit") and one hundred (100) residential units, including a superintendent's apartment (the "Residential Units"), plus other common elements of the Building as defined herein (the "Common Elements"). The Common Elements shall either be for the use of all of the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). The superintendent's apartment (the "Superintendent's Unit") will be located on the 2nd floor of the Building and is designated as Residential Unit 2A and shall be sold to the Board of Managers on behalf of all of the Unit Owners. Prior to the First

Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit and the Board of Managers shall purchase whichever Unit is designated by Sponsor to be the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on common charges, real estate taxes and fifty percent (50%) of the new purchase price, the sum of which exceed the costs of owning Unit 2A as set forth in Schedule B, by more than 25%.

The Commercial Unit will be located on those portions of the first floor and the cellar level of the Building which are not Common Elements. As stated above, one (1) Residential Unit, the Superintendent's Unit, will be located on the second floor. The third, fourth and fifth floors will contain five (5) Residential Units, while the sixth, seventh, designated fifteenth, sixteenth, eighteenth through and including the twenty-sixth floors will each contain four (4) Residential Units. Three (3) Residential Units will be located on each of floors eight through and including the twelfth floor plus the designated fourteenth floor. Designated floors twenty-seventh through and including thirty-two contain two (2) Residential Units on each floor. The two (2) Residential Units on the designated thirty-third and thirty-fourth floors will be known as PHA and PHB. PHA and PHB are duplexed Units with space at both the designated thirty-third floor and the designated thirty-fourth floor above. Each level of these Units is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are studio, one, two or three bedroom Units. Residential Unit 2A, which is a one bedroom unit, also contains a den. A den which is part of a Unit is not intended for sleeping, living or cooking purposes and such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended. Five (5) of the Residential Units have adjacent private terraces which are directly accessed from those Units. The private terraces shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private terraces adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

The Building being newly constructed is projected to be completed by the end of June of 2021. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class 1B (Fireproof) construction. A new Certificate of Occupancy will be obtained by the Sponsor upon final completion of the project.

The Building has a cellar level consisting of a part of the Commercial Unit and portions of the Common Elements. The Common Elements located at the cellar level of the Building include, but are not limited to, tenant and building storage rooms, a bike storage room, a common laundry room, an office for the superintendent, an employee locker room and bathroom, the elevators and elevator pits for the two (2) passenger elevators located at the central core of the Building and one (1) service elevator located at the rear of the Building, the trash compactor room and chute, a janitor's closet, an electric switch gear room, the fire pump room and adjacent pump room, miscellaneous mechanical rooms, as well as common service corridors and the fire staircases. The tenant storage room located at the cellar level contains fourteen (14) individual storage rooms which will be licensed to individual Unit Owners.

Common Elements located at the first floor level include the main residential entrance to the Building located on Third Avenue, the residential lobby, the concierge area, mail area and package rooms, the elevator lobby, the two (2) passenger elevators at the central core of the Building and the one (1) service elevator located at the rear of the Building as well as common service or public corridors and fire staircases. The one (1) service elevator at the rear of the Building together with an adjacent gas meter room and storage closet are only accessible from the adjoining alleyway known as the "Broadway Ally". Additionally, there is a service staircase at the northeasterly side or front of the Building which provides a second means of egress to and from the cellar level. This service staircase exits to a street entrance on Third Avenue.

Common Elements located at the second floor of the Building include a media room, a party room, a yoga/pilates studio, a half bathroom and a gym/fitness center, all of which shall be Common Elements of the Condominium. The passenger elevators, elevator lobby, refuse room with compactor chute, any mechanical rooms or equipment closets, fire staircases and public corridors on each floor above the first floor are also Common Elements of the Building.

Also located at the fourth and sixth floors are tenant storage rooms and at the fifth floor a bike storage room, both of which are Common Elements. The tenant storage rooms at the fourth and sixth floors contain eleven (11) and twenty-one (21) individual storage rooms, respectively, which will be licensed to individual Residential Unit Owners. The designated seventeenth and thirty-fifth floors will contain mechanical equipment rooms which are also Common Elements.

The designated thirty-sixth floor will also contain a mechanical room and a common roof terrace which are Common Elements of the Building.

Located at or above the main roof level of the Building, the cooling towers, the elevator machine room for the passenger elevators, mechanical rooms and equipment and/or fans are also Common Elements. Other than the public or common roof terrace, the media room, adjacent half bath, the party room, yoga/pilates studio and the gym/fitness center at the second floor, there are no other common recreational areas or facilities at the Property. Any other roofs of the Building, including, but not limited to, the mechanical terrace areas located at the main roof or other roofs of the Building, are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one or more Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the roof terraces described above.

There are two (2) "scissor stair" fire staircases at the Building which run from the cellar level to the main roof of the Building. One of those staircases also service the elevator machine room above the main roof of the Building. The Building will have two (2) passenger elevators at the central core of the Building. Both elevators will service substantially all of the floors of the Building from, and including, the cellar, to and including, the designated thirty-sixth floor of the Building. One of these elevators will also serve as a service elevator for the residential portions of the Building. Both elevators are overhead traction systems. There is also a service elevator at the rear of the Building which services the cellar and first floor only. This service elevator may be access only by way of the Broadway Ally adjacent to the rear of the Property and its elevator machine room is located at the cellar level. There are no fire escapes at the Building.

The foundation system of the Building consists of a combination of shallow foundations including isolated spread footings, and strip footings under portions of the foundation walls and caisson mats and caisson caps. The most heavily loaded foundation elements including primary tower columns and tower core structure are supported on caissons. The tower core is supported on a concrete mat, in turn supported on drilled caissons. Foundation elements are tied together via a concrete pressure slab, designed to withstand the effects of hydrostatic uplift. Foundation walls have been designed to support loads imposed due to soil and surcharge loading. The Building's superstructure consists of flat plate cast-in-place concrete slabs supported on concrete columns and concrete shear walls. The Building's lateral system consists of shear walls around the building core and tied together will concrete link beams. Exterior walls at the northerly side of the Building will be aluminum panels on reinforced concrete wall or concrete masonry unit with insulation at the outbound side of the concrete or concrete masonry unit. The north side of the Building's wall system will be fire-rated with lot line windows as described below. The east and west sides of the Building will have an exterior window wall system. The exterior window wall consists of casement windows, fixed vision glass, spandrel glass and aluminum insulated panel. The aluminum window wall system shall be a thermally broken system, baked on paint finish and glazed with insulating glass units. The south side of the Building, like the east and west sides, will also have an exterior window wall system on the 15th floor and above, with aluminum panels on reinforced concrete wall or concrete masonry unit on the 7th to 9th floors and exterior insulated stucco on reinforced concrete or concrete masonry unit on the 1st to 6th floors or concrete masonry unit at the exterior level abutting the adjacent building. Stair and elevator bulkheads will be constructed of concrete floor and concrete roof. Bulkheads will be enclosed with masonry walls.

There are Lot Line Windows which are part of the construction of the Building.

Along the north side of the Building, Lot Line Windows are provided on the north side of the Building in Residential Unit A and Residential Unit D – 14th thru 16th, 18th thru 26th floors, Residential Unit A and B – 27th thru 32nd floors and Residential Unit A and B – PH 33rd Floor. Lot Line Windows will have tempered glass and will be protected with sprinklers.

Windows along the south side of the Building are located on the lot line between the Property and the adjacent air rights parcel. A light and air agreement is in place preventing the adjacent building from future development that will destruct the light and air of windows along south side of the Building. Even though windows from the 10th thru 12th and 14th floors which are below a height of 60 feet are being used to satisfy NYC Building Code requirements for light and air, such windows below 60 feet will have tempered glass and will be protected with sprinklers as required by the building code.

The Lot-Line Windows on the northerly façades of the Building do not provide the legal light and air required for residential occupancy. The Lot-Line Window declaration included as part of the filings with the NYC Department of Buildings, states that if an adjacent property owner builds a structure which covers the Lot-Line Windows on the northerly side of the Building, then they must be closed-up. Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the easterly, westerly and southerly façades. The Lot-Line Windows on the northerly side of the Building

provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely blocked in the future if a new building or structure is constructed on an adjoining property.

The roofing system will be an insulated roof membrane assembly comprised of waterproofing installed below extruded polystyrene board and concrete pavers. Flashing will be aluminum or stainless steel.

The Building will have a central heating plant consisting of two (2) boilers which will be located in the boiler room at the designated thirty-fifth floor of the Building. The boilers will provide hot water for heating. In addition, the boilers shall also provide heating for domestic water via domestic water heat exchangers and heating for the Building's dedicated outside air systems. Heating will be provided by heat pumps and fan coil systems located in the Residential Units and certain other common areas of the Building.

Common Elements for the cellar and above the ground or first floor will be heated with electric resistance type heaters, fan forced unit heaters or cabinet heaters. The public stair bulkhead and other miscellaneous common areas requiring heat during the winter season will be heated with electric resistance type heaters.

Individual electric heater mats will be provided for all master bathrooms and bathrooms in the Penthouse Units only. Electricity costs for these heaters shall be borne by the Unit Owners of the Penthouse Units. Additionally, in select Units, supplementary electric radiators will be provided to function as second stage heating.

Air conditioning systems are designed to meet the requirements of the New York City and New York State Codes. The primary means of air-conditioning in the Building will be provided by means of the cooling towers located on the main roof, related mechanical equipment located in the mechanical rooms and dedicated outside air systems on the first and seventeenth floors. Each Residential Unit will be connected to a heat pump system consisting of individually controlled heating and cooling fan coil units serving Units and other zones in the Building. The condensing units will be located on the roof. Air conditioning and heating in the common spaces and the lobby will be provided with individually controlled heating and cooling coil units. The residential passenger elevator machine room and service elevator machine room shall be provided with single-split air-cooled air conditioning systems.

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

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

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

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

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

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

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

Sponsor shall obtain a temporary or permanent "Class A" residential Certificate of Occupancy which shall cover each Residential Unit prior to the closing of title to such Unit. The Certificate of Occupancy for the Commercial Unit shall provide for commercial uses on a portion of the first floor and a portion of the cellar level, as permitted in the Zoning Resolution of City of New York, as amended. The Property is located in a C2-8(R10), R8B Zoning District. The Use Groups allowed are as follows:

C2-8(R10)	-	Use Group 1-6; Residential, Community Facilities, Commercial.
R8B	-	Use Group 1-4; Residential, Community Facilities.

See the section of the Plan titled, "The Commercial Unit," for a discussion of the Commercial Unit Owner's right to change the use of the Commercial Unit. In the event that a permanent Certificate of Occupancy for a Residential Unit has not yet been obtained by such Unit closing, Sponsor is subsequently obligated to obtain same. However, Sponsor shall not be obligated to perform any work in the Commercial Unit other than as set forth in the Plan. Please consult the section of the Plan titled "Rights and Obligations of Sponsor" for further discussion.

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

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The Property is located on the westerly side of Third Avenue between East 27th Street to the north and East 26th Street to the south, in the Kips Bay section of Manhattan.

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

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

Transportation:

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

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

Subways:

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

Bus Lines:

The M-15 bus located on East 23rd Street, runs local and limited-stop, running northbound and softbound along First Avenue and Second Avenue, the M-101 and M-102 bus lines run northbound and softbound along Third Avenue and Lexington Avenue, and the M-103 bus line also runs northbound and southbound along Third Avenue.

Places of Interest:

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

Central Park	–	Fifth Avenue at West 59th Street and is a National Historic Landmark.
Rockefeller Center	–	West 48th to 51st Streets between Fifth Avenue and Sixth Avenue, which comprises the RCA Building, Channel Gardens, Rockefeller Plaza, Observation Roof and Radio City Music Hall.
United Nations Plaza	–	First Avenue between East 42nd and East 48th Street, which is the headquarters of the United Nations.
Madison Square Park	–	Between East 23rd and 26th Street between 5th Avenue and Broadway
Gramercy Park	–	Between East 15th Street and East 17th Street on Second Avenue, New York, NY.
Union Square Park	–	Between East 17th Street and East 14th Street between Broadway and Park Avenue, New York, NY
The New York City Theatre District	–	Located crosstown in the West 40's and 50's.

Museums:

National Museum of Mathematics	–	11 East 26th Street, New York, NY
Ukrainian Museum	–	222 East 6th Street, between 2nd and 3rd Avenue, New York, NY
Forbes Galleries	–	62 5th Avenue at East 12th Street, New York, NY
The Morgan Library and Museum	–	225 Madison Avenue at 36th Street, New York, NY

Schools and Religious Facilities:

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

High School:

The American Sign Language and English Secondary School	–	225 East 23rd Street, New York, NY
School of the Future	–	127 East 22nd Street, New York, NY
Norman Thomas High School	–	111 East 33rd Street, New York, NY
Manhattan Computer Night and Day High School	–	240 2nd Avenue, New York, NY
Health Professions and Human Services High School	–	345 East 15th Street, New York, NY
Baruch College Campus High School	–	55 East 25th Street, New York, NY
Art and Design High School	–	1075 2nd Avenue, New York, NY
Liberty High School Academy Newcomers	–	250 West 18th Street, New York, NY

Junior High School:

MS104 Simon Baruch Middle School	–	330 East 21st Street, New York, NY
Junior High School 47	–	223 East 23rd Street, New York, NY

Elementary:

PS 116 Mary Lindley Murray	–	210 East 23rd Street, New York, NY

Private Schools:

Fusion Academy Manhattan	–	450 Park Avenue South, 9th Floor, New York, NY
Gold Material Montessori School	–	484 2nd Avenue, New York, NY
Churchill School	–	301 East 29th Street, New York, NY
Aaron High School	–	42 East 30th Street, New York, NY

Rebecca School	40 East 30th Street, New York, NY

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

Nearby places of worship include:

Middle Collegiate Church	–	112 2nd Avenue, New York, NY
Grace Church	–	802 Broadway, New York, NY
Cathedral of St. Sava	–	20 West 26th Street, New York, NY
Remnant Presbyterian Church	–	206 East 29th Street, New York, NY
St. John the Baptist Greek Orthodox Church	–	143 East 17th Street, New York, NY

Postal Offices and Public Libraries:

The zip code for the Property is 10016. The Postal Office is located at Kips Bay Station, 149 East 23rd Street, between 3rd Avenue and Lexington Avenue. The nearest public library branch is the Kips Bay branch, located at 446 Third Avenue, between 30th Street and 31st Street.

Medical:

Bellevue Hospital Center	–	462 First Avenue, New York, NY
Mount Sinai Beth Israel Hospital	–	281 First Avenue, New York, NY
VA NY Harbor Healthcare System	–	423 East 23rd Street, New York, NY
NYU Medical Center	–	403 East 34th Street, New York, NY

Municipal Services:

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

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

Zoning:

The Property is located in a C2-8(R10), R8B Zoning District, which permits residential occupancies of the type contemplated by this Plan. Additionally, in the case of the commercial space, the zoning district permits the uses contemplated under the Plan, including, but not limited to, retail and restaurant enterprises for the Commercial Unit.

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

"368 THIRD AVENUE CONDOMINIUM"

368 THIRD AVENUE

NEW YORK, NEW YORK

SCHEDULE A

Offering Prices and Related Information

All Projected Charges are for the Twelve Month Period

Commencing July 1, 2021 and Ending June 30, 2022 ("First Year").

	Unit Description: Number of Bedrooms & Baths, Etc.	Approximate Gross Square Footage of Unit	Approx. Sq. Ft. of Terrace	Offering Price	% of Common Interest	Contributing Share %	Estimated Annual/ Common (First Year)	Estimated Monthly Charges	Estimated Annual/ Real Est (First Year)	Estimated Monthly ate Taxes	Estimated Annual/ Real Est Upon Comp (July 1,	Estimated Monthly 100% letion 2022)	Estimated Annual/ Carrying (First	Estimated Monthly Charges Year)	Estimated Annual/ Dedu Carrying (First	Estimated Monthly ctible Charges Year)
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(1	0)	(1	1)
2A (RM Unit)	1BD/1	933	N/A	$1,650,000	0.9040%	0.9540%	$14,460.89	$1,205.07	$16,982.55	$1,415.21	$23,131.41	$1,927.62	$31,443.44	$2,620.29	$10,000.00	$833.33
3A	S/1	523	N/A	$839,000	0.5065%	0.5345%	$8,102.04	$675.17	$9,514.86	$792.90	$12,959.89	$1,079.99	$17,616.90	$1,468.07	$9,514.86	$792.90
3B	2BD/2	1,078	N/A	$1,855,000	1.0439%	1.1017%	$16,699.75	$1,391.65	$19,611.82	$1,634.32	$26,712.66	$2,226.05	$36,311.57	$3,025.96	$10,000.00	$833.33
3C	1BD/1	964	N/A	$1,550,000	0.9335%	0.9852%	$14,933.82	$1,244.49	$17,537.96	$1,461.50	$23,887.91	$1,990.66	$32,471.78	$2,705.98	$10,000.00	$833.33
3D	S/1	501	N/A	$849,000	0.4852%	0.5120%	$7,760.98	$646.75	$9,114.33	$759.53	$12,414.34	$1,034.53	$16,875.31	$1,406.28	$9,114.33	$759.53
3E	S/1	578	N/A	$899,000	0.5597%	0.5907%	$8,953.93	$746.16	$10,515.30	$876.27	$14,322.56	$1,193.55	$19,469.23	$1,622.44	$10,000.00	$833.33
4A	S/1	523	N/A	$869,000	0.5065%	0.5345%	$8,102.04	$675.17	$9,514.86	$792.90	$12,959.89	$1,079.99	$17,616.90	$1,468.07	$9,514.86	$792.90
4B	2BD/2	1,078	N/A	$1,875,000	1.0439%	1.1017%	$16,699.75	$1,391.65	$19,611.82	$1,634.32	$26,712.66	$2,226.05	$36,311.57	$3,025.96	$10,000.00	$833.33
4C	1BD/1	964	N/A	$1,570,000	0.9335%	0.9852%	$14,933.82	$1,244.49	$17,537.96	$1,461.50	$23,887.91	$1,990.66	$32,471.78	$2,705.98	$10,000.00	$833.33
4D	S/1	501	N/A	$829,000	0.4852%	0.5120%	$7,760.98	$646.75	$9,114.33	$759.53	$12,414.34	$1,034.53	$16,875.31	$1,406.28	$9,114.33	$759.53
4E	S/1	578	N/A	$929,000	0.5597%	0.5907%	$8,953.93	$746.16	$10,515.30	$876.27	$14,322.56	$1,193.55	$19,469.23	$1,622.44	$10,000.00	$833.33
5A	S/1	523	N/A	$879,000	0.5065%	0.5345%	$8,102.04	$675.17	$9,514.86	$792.90	$12,959.89	$1,079.99	$17,616.90	$1,468.07	$9,514.86	$792.90
5B	2BD/2	1,078	N/A	$1,899,000	1.0439%	1.1017%	$16,699.75	$1,391.65	$19,611.82	$1,634.32	$26,712.66	$2,226.05	$36,311.57	$3,025.96	$10,000.00	$833.33
5C	1BD/1	964	N/A	$1,590,000	0.9335%	0.9852%	$14,933.82	$1,244.49	$17,537.96	$1,461.50	$23,887.91	$1,990.66	$32,471.78	$2,705.98	$10,000.00	$833.33
5D	S/1	501	N/A	$879,000	0.4852%	0.5120%	$7,760.98	$646.75	$9,114.33	$759.53	$12,414.34	$1,034.53	$16,875.31	$1,406.28	$9,114.33	$759.53
5E	S/1	578	N/A	$945,000	0.5597%	0.5907%	$8,953.93	$746.16	$10,515.30	$876.27	$14,322.56	$1,193.55	$19,469.23	$1,622.44	$10,000.00	$833.33
6A	S/1	523	N/A	$889,000	0.5065%	0.5345%	$8,102.04	$675.17	$9,514.86	$792.90	$12,959.89	$1,079.99	$17,616.90	$1,468.07	$9,514.86	$792.90
6B	2BD/2	1,075	N/A	$1,925,000	1.0410%	1.0987%	$16,654.28	$1,387.86	$19,558.42	$1,629.87	$26,639.92	$2,219.99	$36,212.70	$3,017.72	$10,000.00	$833.33
6C	1BD/1/T	770	358	$1,499,500	0.8323%	0.8784%	$13,314.93	$1,109.58	$15,636.77	$1,303.06	$21,298.35	$1,774.86	$28,951.70	$2,412.64	$10,000.00	$833.33
6D	1BD/1/T	610	373	$1,299,500	0.6810%	0.7187%	$10,894.17	$907.85	$12,793.88	$1,066.16	$17,426.15	$1,452.18	$23,688.05	$1,974.00	$10,000.00	$833.33
7A	S/1	523	N/A	$899,000	0.5065%	0.5345%	$8,102.04	$675.17	$9,514.86	$792.90	$12,959.89	$1,079.99	$17,616.90	$1,468.07	$9,514.86	$792.90
7B	2BD/2	1,067	N/A	$1,949,000	1.0333%	1.0905%	$16,529.98	$1,377.50	$19,412.45	$1,617.70	$26,441.09	$2,203.42	$35,942.43	$2,995.20	$10,000.00	$833.33
7C	1BD/1	766	N/A	$1,395,000	0.7418%	0.7829%	$11,867.33	$988.94	$13,936.73	$1,161.39	$18,982.79	$1,581.90	$25,804.06	$2,150.34	$10,000.00	$833.33
7D	1BD/1	610	N/A	$1,100,000	0.5907%	0.6234%	$9,449.60	$787.47	$11,097.41	$924.78	$15,115.43	$1,259.62	$20,547.00	$1,712.25	$10,000.00	$833.33
8A	3BD/2.5	1,629	N/A	$2,999,500	1.5775%	1.6649%	$25,236.83	$2,103.07	$29,637.58	$2,469.80	$40,368.43	$3,364.04	$54,874.41	$4,572.87	$10,000.00	$833.33
8C	1BD/1	766	N/A	$1,425,000	0.7418%	0.7829%	$11,867.33	$988.94	$13,936.73	$1,161.39	$18,982.79	$1,581.90	$25,804.06	$2,150.34	$10,000.00	$833.33
8D	1BD/1	610	N/A	$1,125,000	0.5907%	0.6234%	$9,449.60	$787.47	$11,097.41	$924.78	$15,115.43	$1,259.62	$20,547.00	$1,712.25	$10,000.00	$833.33
9A	3BD/2.5	1,629	N/A	$3,159,000	1.5775%	1.6649%	$25,236.83	$2,103.07	$29,637.58	$2,469.80	$40,368.43	$3,364.04	$54,874.41	$4,572.87	$10,000.00	$833.33
9C	1BD/1	766	N/A	$1,450,000	0.7418%	0.7829%	$11,867.33	$988.94	$13,936.73	$1,161.39	$18,982.79	$1,581.90	$25,804.06	$2,150.34	$10,000.00	$833.33
9D	1BD/1	610	N/A	$1,150,000	0.5907%	0.6234%	$9,449.60	$787.47	$11,097.41	$924.78	$15,115.43	$1,259.62	$20,547.00	$1,712.25	$10,000.00	$833.33
10A	3BD/3.5/T	1,603	487	$3,399,500	1.6702%	1.7627%	$26,719.30	$2,226.61	$31,378.56	$2,614.88	$42,739.76	$3,561.65	$58,097.86	$4,841.49	$10,000.00	$833.33
10C	2BD/2	997	N/A	$2,199,500	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
10D	1BD/1	619	N/A	$1,165,000	0.6033%	0.6367%	$9,651.20	$804.27	$11,334.16	$944.51	$15,437.91	$1,286.49	$20,985.37	$1,748.78	$10,000.00	$833.33
11A	3BD/3.5	1,601	N/A	$3,295,000	1.5523%	1.6383%	$24,833.62	$2,069.47	$29,164.07	$2,430.34	$39,723.47	$3,310.29	$53,997.69	$4,499.81	$10,000.00	$833.33
11C	2BD/2	997	N/A	$2,265,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
11D	1BD/1	619	N/A	$1,195,000	0.6033%	0.6367%	$9,651.20	$804.27	$11,334.16	$944.51	$15,437.91	$1,286.49	$20,985.37	$1,748.78	$10,000.00	$833.33
12A	3BD/3.5	1,601	N/A	$3,325,000	1.5504%	1.6363%	$24,803.30	$2,066.94	$29,128.46	$2,427.37	$39,674.97	$3,306.25	$53,931.77	$4,494.31	$10,000.00	$833.33
12C	2BD/2	997	N/A	$2,299,500	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
12D	1BD/1	619	N/A	$1,225,000	0.5994%	0.6326%	$9,589.05	$799.09	$11,261.18	$938.43	$15,338.50	$1,278.21	$20,850.23	$1,737.52	$10,000.00	$833.33
14A	3BD/3.5	1,601	N/A	$3,499,500	1.5513%	1.6373%	$24,818.46	$2,068.21	$29,146.26	$2,428.86	$39,699.22	$3,308.27	$53,964.73	$4,497.06	$10,000.00	$833.33
14C	2BD/2	997	N/A	$2,350,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
14D	1BD/1	622	N/A	$1,350,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33

See Legend at Bottom of Schedule.

"368 THIRD AVENUE CONDOMINIUM"

368 THIRD AVENUE
NEW YORK, NEW YORK
SCHEDULE A

Offering Prices and Related Information
All Projected Charges are for the Twelve Month Period
Commencing July 1, 2021 and Ending June 30, 2022 ("First Year").

	Unit Description: Number of Bedrooms & Baths, Etc.	Approximate Gross Square Footage of Unit	Approx. Sq. Ft. of Terrace	Offering Price	% of Common Interest	Contributing Share %	Estimated Annual/ Common Charges (First Year)	Estimated Monthly Charges	Estimated Annual/ Real Estate Taxes (First Year)	Estimated Monthly Real Estate Taxes	Estimated Annual/ Upon Completion (July 1, 2022)	Estimated Monthly 100%	Estimated Annual/ Carrying (First Year)	Estimated Monthly Charges	Estimated Annual/ Deductible Carrying (First Year)	Estimated Monthly Charges
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(10)		(11)	
15A	1BD/1	609	N/A	$1,165,000	0.5888%	0.6214%	$9,419.28	$784.94	$11,061.80	$921.82	$15,066.94	$1,255.58	$20,481.09	$1,706.76	$10,000.00	$833.33
15B	2BD/2	997	N/A	$2,125,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
15C	2BD/2	996	N/A	$2,375,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
15D	1BD/1	622	N/A	$1,375,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
16A	1BD/1	609	N/A	$1,225,000	0.5888%	0.6214%	$9,419.28	$784.94	$11,061.80	$921.82	$15,066.94	$1,255.58	$20,481.09	$1,706.76	$10,000.00	$833.33
16B	2BD/2	997	N/A	$2,150,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
16C	2BD/2	996	N/A	$2,399,500	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
16D	1BD/1	622	N/A	$1,395,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
18A	1BD/1	609	N/A	$1,275,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
18B	2BD/2	997	N/A	$2,175,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
18C	2BD/2	996	N/A	$2,425,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
18D	1BD/1	622	N/A	$1,425,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
19A	1BD/1	609	N/A	$1,299,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
19B	2BD/2	997	N/A	$2,199,500	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
19C	2BD/2	996	N/A	$2,449,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
19D	1BD/1	622	N/A	$1,450,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
20A	1BD/1	609	N/A	$1,325,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
20B	2BD/2	997	N/A	$2,250,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
20C	2BD/2	996	N/A	$2,469,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
20D	1BD/1	622	N/A	$1,475,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
21A	1BD/1	609	N/A	$1,350,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
21B	2BD/2	997	N/A	$2,275,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
21C	2BD/2	996	N/A	$2,489,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
21D	1BD/1	622	N/A	$1,495,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
22A	1BD/1	609	N/A	$1,375,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
22B	2BD/2	997	N/A	$2,295,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
22C	2BD/2	996	N/A	$2,499,500	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
22D	1BD/1	622	N/A	$1,525,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
23A	1BD/1	609	N/A	$1,400,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
23B	2BD/2	997	N/A	$2,425,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
23C	2BD/2	996	N/A	$2,550,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
23D	1BD/1	622	N/A	$1,550,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
24A	1BD/1	609	N/A	$1,425,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
24B	2BD/2	997	N/A	$2,450,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
24C	2BD/2	996	N/A	$2,575,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
24D	1BD/1	622	N/A	$1,575,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
25A	1BD/1	609	N/A	$1,450,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
25B	2BD/2	997	NA	$2,475,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33
25C	2BD/2	996	N/A	$2,599,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
25D	1BD/1	622	N/A	$1,595,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
26A	1BD/1	609	N/A	$1,475,000	0.5897%	0.6224%	$9,434.44	$786.20	$11,079.60	$923.30	$15,091.18	$1,257.60	$20,514.05	$1,709.50	$10,000.00	$833.33
26B	2BD/2	997	N/A	$2,495,000	0.9655%	1.0190%	$15,446.17	$1,287.18	$18,139.65	$1,511.64	$24,707.45	$2,058.95	$33,585.82	$2,798.82	$10,000.00	$833.33

"368 THIRD AVENUE CONDOMINIUM"

368 THIRD AVENUE
NEW YORK, NEW YORK
SCHEDULE A

Offering Prices and Related Information

All Projected Charges are for the Twelve Month Period Commencing July 1, 2021 and Ending June 30, 2022 ("First Year").

	Unit Description: Number of Bedrooms & Baths, Etc.	Approximate Gross Square Footage of Unit	Approx. Sq. Ft. of Terrace	Offering Price	% of Common Interest	Contributing Share %	Estimated Annual/ Common (First Year)	Monthly Charges	Estimated Annual/ Real Est (First Year)	Monthly ate Taxes	Estimated Annual/ Real Est Upon Comp (July 1,	Monthly ate Taxes 100% letion 2022)	Estimated Annual/ Carrying (First Year)	Monthly Charges	Estimated Annual/ Deductible Carrying (First Year)	Monthly Charges
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(10)		(11)	
26C	2BD/2	996	N/A	$2,650,000	0.9645%	1.0179%	$15,429.50	$1,285.79	$18,120.07	$1,510.01	$24,680.78	$2,056.73	$33,549.56	$2,795.80	$10,000.00	$833.33
26D	1BD/1	622	N/A	$1,625,000	0.6023%	0.6357%	$9,636.04	$803.00	$11,316.36	$943.03	$15,413.67	$1,284.47	$20,952.41	$1,746.03	$10,000.00	$833.33
27A	3BD/3.5	1,605	N/A	$3,695,000	1.5542%	1.6404%	$24,865.45	$2,072.12	$29,201.45	$2,433.45	$39,774.39	$3,314.53	$54,066.90	$4,505.58	$10,000.00	$833.33
27B	3BD/3.5	1,619	N/A	$3,850,000	1.5678%	1.6547%	$25,082.21	$2,090.18	$29,456.01	$2,454.67	$40,121.11	$3,343.43	$54,538.22	$4,544.85	$10,000.00	$833.33
28A	3BD/3.5	1,605	N/A	$3,800,000	1.5542%	1.6404%	$24,865.45	$2,072.12	$29,201.45	$2,433.45	$39,774.39	$3,314.53	$54,066.90	$4,505.58	$10,000.00	$833.33
28B	3BD/3.5	1,619	N/A	$3,949,000	1.5678%	1.6547%	$25,082.21	$2,090.18	$29,456.01	$2,454.67	$40,121.11	$3,343.43	$54,538.22	$4,544.85	$10,000.00	$833.33
29A	3BD/3.5	1,605	N/A	$3,895,000	1.5542%	1.6404%	$24,865.45	$2,072.12	$29,201.45	$2,433.45	$39,774.39	$3,314.53	$54,066.90	$4,505.58	$10,000.00	$833.33
29B	3BD/3.5	1,619	N/A	$3,995,000	1.5678%	1.6547%	$25,082.21	$2,090.18	$29,456.01	$2,454.67	$40,121.11	$3,343.43	$54,538.22	$4,544.85	$10,000.00	$833.33
30A	3BD/3.5	1,605	N/A	$3,865,000	1.5542%	1.6404%	$24,865.45	$2,072.12	$29,201.45	$2,433.45	$39,774.39	$3,314.53	$54,066.90	$4,505.58	$10,000.00	$833.33
30B	3BD/3.5	1,619	N/A	$4,175,000	1.5678%	1.6547%	$25,082.21	$2,090.18	$29,456.01	$2,454.67	$40,121.11	$3,343.43	$54,538.22	$4,544.85	$10,000.00	$833.33
31A	3BD/3.5	1,605	N/A	$3,925,000	1.5542%	1.6404%	$24,865.45	$2,072.12	$29,201.45	$2,433.45	$39,774.39	$3,314.53	$54,066.90	$4,505.58	$10,000.00	$833.33
31B	3BD/3.5	1,619	N/A	$4,245,000	1.5678%	1.6547%	$25,082.21	$2,090.18	$29,456.01	$2,454.67	$40,121.11	$3,343.43	$54,538.22	$4,544.85	$10,000.00	$833.33
32A	3BD/3.5	1,605	N/A	$3,975,000	1.5542%	1.6404%	$24,865.45	$2,072.12	$29,201.45	$2,433.45	$39,774.39	$3,314.53	$54,066.90	$4,505.58	$10,000.00	$833.33
32B	3BD/3.5	1,619	N/A	$4,299,500	1.5678%	1.6547%	$25,082.21	$2,090.18	$29,456.01	$2,454.67	$40,121.11	$3,343.43	$54,538.22	$4,544.85	$10,000.00	$833.33
PHA	3BD/3.5/T	2,926	358	$9,995,000	2.9201%	3.0819%	$46,715.95	$3,893.00	$54,862.20	$4,571.85	$74,726.09	$6,227.17	$101,578.14	$8,464.85	$10,000.00	$833.33
PHB	3BD/3.5/T	2,926	358	$9,995,000	2.9201%	3.0819%	$46,715.95	$3,893.00	$54,862.20	$4,571.85	$74,726.09	$6,227.17	$101,578.14	$8,464.85	$10,000.00	$833.33
Residential Units Totals:	100	97352	1934	$221,440,500.00	94.7504%	100.0000%	$1,515,816.42	$126,318.04	$1,780,142.00	$148,345.17	$2,424,676.00	$202,056.33	$3,295,958.42	$274,663.20	$994,917.28	$82,909.77
C	-	4,163 Includes CS		Not Offered	5.2496%	NA	$35,219.58	$2,934.97	$75,858.00	$6,321.50	$85,566.00	$7,130.50	NA	NA	NA	NA
Grand Totals:		101515 Includes CS	1934	$221,440,500.00	100.00%	100.00%	$1,551,036.00	$129,253.00	$1,856,000.00	$154,666.67	$2,510,242.00	$209,186.83	$3,295,958.42	$274,663.20	$994,917.28	$82,909.77

C denotes Commercial Unit.
S denotes Studio.
T denotes private terrace.
CS denotes Cellar Storage which is part of the Commercial Unit.
PH denotes Penthouse Unit.
NA denotes Not Applicable.
DP denotes Duplex Unit.
BD denotes Bedroom(s).

* There is no designated 13th floor in the Building. PHA and PHB are duplexed down from the designated 34th floor to the 33rd floor of the Building.
The structural 16th floor in the Building is composed entirely of mechanical space.

NOTES TO SCHEDULE A

Offering Prices and Related Information

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

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

Bedroom Type	Rooms
Studio	2.5
One Bedroom	3.5
Two Bedroom	4.5
Three Bedroom	5.5

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

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

3. The approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A, is a gross square footage of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls at the Building or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions facing Common Elements separating a Unit from public corridors, stairs, elevators, refuse chute and other mechanical equipment spaces or any Common Elements not located within a Unit. Common Elements located within a Unit shall not be considered a part of such Unit, however the respective area of any such Common Element is not deducted from the gross floor area of each Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below (located under the finished flooring materials) to the underside of the concrete floor slab above. The gross square footage of a Unit is greater than the

Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages reflected in Schedule A substantially exceed the useable floor area of each Unit.

An exterior private terrace area is measured from the exterior face of the Unit wall to the exterior face of the walls or railings and the centerline of the fencing delineating such area, as may be applicable.

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

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

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

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

5. As set forth in column numbered (5), the percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"). The aggregate Common Interest of all Units equal 100%.

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

7. These estimates as set forth in column numbered (7) are based upon the "Projected Budget for the First Year of Condominium Operation," which was prepared for the year commencing July 1, 2021 and which will appear in Schedule B in the Plan, hereinafter referred to as the "First Year." Included in these charges, amongst other costs, are the cost of insurance for the Property, repairs & maintenance for the common areas and electricity for common areas. It does not include the cost of electricity for individual Units, which will be separately metered or submetered and billed by the utility company to each Unit Owner. Projected annual Common Charges payable by each Residential Unit Owner are determined by first multiplying such Residential Unit Owner's Contributing Share by 92.5% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by 100% the Residential Common Expenses as set forth in the annual budget for each fiscal year. Projected annual Common Charges payable by the Commercial Unit Owner are determined by first multiplying the Commercial Unit Owner's Contributing Share by 7.5% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by 100% of the Commercial Common Expenses as set forth in the annual budget for each fiscal year. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the Common Charges set forth in Schedule A for the Commercial Unit only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses as defined hereinafter. See "Schedule B, Projected Budget for First Year of Condominium Operation" for a further discussion of Shared Expenses and Residential and Commercial Common Expenses. In the event the Plan is amended to offer the Commercial Unit, such amendment shall disclose updated Common Charges for the Commercial Unit.

In addition to the aforementioned charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his Unit; (ii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Unit, including, without limitation, the equipment and appliances contained therein; and (iii) the cost of any insurance covering (A) furniture, belongings, equipment and other personal property and (B) liability to others for personal injury or property damage as a result of occurrences in his Unit.

8. The estimates set forth in column numbered (8) are a calculation of real estate taxes due for each Residential Unit for the first year of Condominium operation commencing on July 1, 2021 and ending June 30, 2022 ("First Year"). Therefore, the estimates are based upon twelve (12) months of the 2021/2022 tax year which commences July 1, 2021. Estimates of real estate taxes due for the Residential Units are based upon (i) the tentative 2019/2020 assessments for the Property, (ii) the projected 2021/2022 and 2022/2023 assessed valuations for the Property as apportioned to all the Residential Units, and (iii) projected tax rates for the 2021/2022 and 2022/2023 tax years. The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units, and the projected tax rates, have been projected by Paul J. Korngold, Esq., of Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP located at 6 East 45th Street, 7th Floor, New York, NY 10017 ("Korngold"). A copy of the Korngold letter is set forth hereinafter in Part I of the Plan.

   The aggregate tentative 2019/2020 assessed valuations for the entire Property are as follows:

Actual Total Assessed Valuation:	$ 1,183,500.00
Transitional Total Assessed Valuation:	$ 842,655.00

   The Actual Total Assessed Valuation is the amount, which barring a major improvement or alteration to the Property, will be phased in over five (5) years at twenty percent (20%) per year. Real estate taxes for the Property will be based upon the lower of either the actual or transitional assessment which is in effect for the First Year of Condominium operation. Since the Property is being newly constructed into "Class A" apartments and commercial space, which construction commenced in December of 2018 pursuant to a New Building permit issued on December 20, 2018, it can be expected that the Actual Total Assessed Valuation for the Property will be increased for the 2020/2021, 2021/2022 and the 2022/2023 tax years and subsequent tax years due to such construction. It has been assumed by Korngold that since completion of construction is not projected until April of 2021 but in any event prior to January 5, 2022, the assessed valuation for tax year 2021/2022 will not reflect the completed structure, as the Department of Finance of the City of New York must consider the status of the site as of January 5, 2021 and January 5, 2022. Therefore, the first tax year reflecting the full 100% valuation of the entire project will be 2022/2023 and real estate taxes for the Residential Units shall increase substantially. See Note 9 below for an additional discussion of the total increase in assessed valuation and real estate taxes for the Property due to the construction to be completed by Sponsor.

As stated above, Sponsor's projection of real estate taxes for all of the Residential Units for the First Year of Condominium operation is based, in part, upon a projection letter by Korngold, who has estimated the 2021/2022 and 2022/2023 total actual assessed valuations and tax rates for the Residential Units assuming partial completion of the construction of the Building as of January 5, 2021 and a 100% complete valuation of the Property as of January 5, 2022.

The annual Real Estate Taxes payable during tax year 2021/2022 by all of the Residential Units, are therefore projected as follows:

Estimated Actual Assessed Valuation (Partial Completion) (Residential Units only):	$13,907,356.00
Estimated Taxes Payable @ 12.8% Tax Rate:	$ 1,780,142.00

It is the projected 2021/2022 Actual Total Assessment of all of the Residential Units upon which real estate taxes for the First Year of Condominium Operation have been based.

The annual Real Estate Taxes payable during tax year 2022/2023 by all of the Residential Units, are projected as follows:

Estimated Actual Assessed Valuation (100% Completion) (Residential Units only):	$18,942,772.00
Estimated Taxes Payable @ 12.8% Tax Rate:	$ 2,424,676.00

It is the projected 2022/2023 Actual Total Assessment of all of the Residential Units upon which real estate taxes for the second year of Condominium operation have been based.

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for the Residential Units for the First Year of Condominium Operation are projected to be approximately $1,780,142.00

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

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rates above those projected for tax year 2021/2022, 2022/2023 or subsequent years.

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

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

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

9. Upon 100% completion of the construction by Sponsor which is assumed to be prior to January 5, 2022 for assessment purposes, and the implementation of the post construction actual total assessment of the Property as projected by Korngold, the estimated annual/monthly real estate taxes for the period July 1, 2022 to June 30, 2023 for each of the Residential Units is set forth in column numbered 9.

Upon 100% completion, the post construction actual total assessed valuation for all the Residential Units has been projected by Korngold as $18,942,778.00. This projected actual total assessed valuation for all of the Residential Units is assumed to be effective as of July 1, 2022. Further, Korngold has projected the 2022/2023 tax rate for the Residential Units to be 12.8 %.

PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2022/2023 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL OF THE RESIDENTIAL UNITS OF $18,942,778.00 AND A PROJECTED TAX RATE OF 12.8% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2022/2023 TAX YEAR WOULD BE APPROXIMATELY $2,424,676.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASE IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) FOR EACH OF THE RESIDENTIAL UNITS.

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

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

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

"368 THIRD AVENUE CONDOMINIUM"				04/12/2019
368 THIRD AVENUE				
NEW YORK, NEW YORK				
SCHEDULE A-1				
ALLOCATED SHARE OF 50% OF PURCHASE PRICE				
FOR SUPERINTENDENT'S UNIT 2A				
Unit	Percentage of Common Interest	Proportionate Share of Aggregate Percentage of Common Interest of all Residential Units Less Super's Unit (1)	Share of Purchase Price for Superintendent's Unit (2)	Related Closing Costs (3)
2A	0.9040%	Super's Unit	Super's Unit	Super's Unit
3A	0.5065%	0.5397%	$4,452.62	$216.85
4A	0.5065%	0.5397%	$4,452.62	$216.85
5A	0.5065%	0.5397%	$4,452.62	$216.85
6A	0.5065%	0.5397%	$4,452.62	$216.85
7A	0.5065%	0.5397%	$4,452.62	$216.85
8A	1.5775%	1.6809%	$13,867.74	$675.40
9A	1.5775%	1.6809%	$13,867.74	$675.40
10A	1.6702%	1.7797%	$14,682.66	$715.09
11A	1.5523%	1.6541%	$13,646.21	$664.61
12A	1.5504%	1.6521%	$13,629.51	$663.79
14A	1.5513%	1.6530%	$13,637.42	$664.18
15A	0.5888%	0.6274%	$5,176.12	$252.09
16A	0.5888%	0.6274%	$5,176.12	$252.09
18A	0.5897%	0.6284%	$5,184.03	$252.48
19A	0.5897%	0.6284%	$5,184.03	$252.48
20A	0.5897%	0.6284%	$5,184.03	$252.48
21A	0.5897%	0.6284%	$5,184.03	$252.48
22A	0.5897%	0.6284%	$5,184.03	$252.48
23A	0.5897%	0.6284%	$5,184.03	$252.48
24A	0.5897%	0.6284%	$5,184.03	$252.48
25A	0.5897%	0.6284%	$5,184.03	$252.48
26A	0.5897%	0.6284%	$5,184.03	$252.48
27A	1.5542%	1.6561%	$13,662.91	$665.42
28A	1.5542%	1.6561%	$13,662.91	$665.42
29A	1.5542%	1.6561%	$13,662.91	$665.42
30A	1.5542%	1.6561%	$13,662.91	$665.42
31A	1.5542%	1.6561%	$13,662.91	$665.42
32A	1.5542%	1.6561%	$13,662.91	$665.42
PHA	2.9201%	3.1116%	$25,670.48	$1,250.22
3B	1.0439%	1.1123%	$9,176.88	$446.94
4B	1.0439%	1.1123%	$9,176.88	$446.94
5B	1.0439%	1.1123%	$9,176.88	$446.94
6B	1.0410%	1.1093%	$9,151.39	$445.70

7B	1.0333%	1.1011%	$9,083.70	$442.40
15B	0.9655%	1.0288%	$8,487.67	$413.37
16B	0.9655%	1.0288%	$8,487.67	$413.37
18B	0.9655%	1.0288%	$8,487.67	$413.37
19B	0.9655%	1.0288%	$8,487.67	$413.37
20B	0.9655%	1.0288%	$8,487.67	$413.37
21B	0.9655%	1.0288%	$8,487.67	$413.37
22B	0.9655%	1.0288%	$8,487.67	$413.37
23B	0.9655%	1.0288%	$8,487.67	$413.37
24B	0.9655%	1.0288%	$8,487.67	$413.37
25B	0.9655%	1.0288%	$8,487.67	$413.37
26B	0.9655%	1.0288%	$8,487.67	$413.37
27B	1.5678%	1.6706%	$13,782.47	$671.24
28B	1.5678%	1.6706%	$13,782.47	$671.24
29B	1.5678%	1.6706%	$13,782.47	$671.24
30B	1.5678%	1.6706%	$13,782.47	$671.24
31B	1.5678%	1.6706%	$13,782.47	$671.24
32B	1.5678%	1.6706%	$13,782.47	$671.24
PHB	2.9201%	3.1116%	$25,670.48	$1,250.22
3C	0.9335%	0.9947%	$8,206.36	$399.67
4C	0.9335%	0.9947%	$8,206.36	$399.67
5C	0.9335%	0.9947%	$8,206.36	$399.67
6C	0.8323%	0.8869%	$7,316.72	$356.34
7C	0.7418%	0.7904%	$6,521.13	$317.60
8C	0.7418%	0.7904%	$6,521.13	$317.60
9C	0.7418%	0.7904%	$6,521.13	$317.60
10C	0.9655%	1.0288%	$8,487.67	$413.37
11C	0.9655%	1.0288%	$8,487.67	$413.37
12C	0.9655%	1.0288%	$8,487.67	$413.37
14C	0.9655%	1.0288%	$8,487.67	$413.37
15C	0.9645%	1.0277%	$8,478.88	$412.94
16C	0.9645%	1.0277%	$8,478.88	$412.94
18C	0.9645%	1.0277%	$8,478.88	$412.94
19C	0.9645%	1.0277%	$8,478.88	$412.94
20C	0.9645%	1.0277%	$8,478.88	$412.94
21C	0.9645%	1.0277%	$8,478.88	$412.94
22C	0.9645%	1.0277%	$8,478.88	$412.94
23C	0.9645%	1.0277%	$8,478.88	$412.94
24C	0.9645%	1.0277%	$8,478.88	$412.94
25C	0.9645%	1.0277%	$8,478.88	$412.94
26C	0.9645%	1.0277%	$8,478.88	$412.94
3D	0.4852%	0.5170%	$4,265.37	$207.74
4D	0.4852%	0.5170%	$4,265.37	$207.74
5D	0.4852%	0.5170%	$4,265.37	$207.74
6D	0.6810%	0.7257%	$5,986.64	$291.57
7D	0.5907%	0.6294%	$5,192.82	$252.90
8D	0.5907%	0.6294%	$5,192.82	$252.90
9D	0.5907%	0.6294%	$5,192.82	$252.90
10D	0.6033%	0.6429%	$5,303.59	$258.30
11D	0.6033%	0.6429%	$5,303.59	$258.30
12D	0.5994%	0.6387%	$5,269.30	$256.63
14D	0.6023%	0.6418%	$5,294.80	$257.87
15D	0.6023%	0.6418%	$5,294.80	$257.87
16D	0.6023%	0.6418%	$5,294.80	$257.87

18D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
19D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
20D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
21D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
22D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
23D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
24D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
25D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
26D	**0.6023%**	**0.6418%**	**$5,294.80**	**$257.87**
3E	**0.5597%**	**0.5964%**	**$4,920.30**	**$239.63**
4E	**0.5597%**	**0.5964%**	**$4,920.30**	**$239.63**
5E	**0.5597%**	**0.5964%**	**$4,920.30**	**$239.63**
Residential Units				
Totals:	**94.7504%**	**100.00%**	**$825,000.00**	**$40,179.73**

NOTES TO SCHEDULE A-1

(1) The Percentage of Common Interest of the Superintendent's Unit is 0.9040%. The aggregate Percentage of Common Interest of all of the Residential Units not including the Superintendent's Unit is 93.8464%. Each Residential Unit's Proportionate Share of the aggregate Percentage of Common Interest of all the Residential Units equals the proportionate share obtained by dividing the Percentage of Common Interest of each Residential Unit by the aggregate Percentage of Common Interest of all of the Residential Units less the Percentage of Common Interest of the Superintendent's Unit.

$$\frac{\text{Residential Unit Percentage of Common Interest} \times 100\%}{100.00\% \text{ less } 0.9040\%}$$

(2) At or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, which is October 31, 2021, as same may be extended, Sponsor will execute, acknowledge and deliver to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, as its escrowee (the "Escrow Agent"), a Residential Unit Deed conveying title to a Residential Unit (the "Superintendent's Unit") to the Board of Managers of the Condominium and subject to the mortgage described below and herein. Once the Deed is recorded, the Board of Managers will own such Unit on behalf of all of the Unit Owners, including the Commercial Unit Owner, and will use the Unit as the superintendent's residence. The total purchase price for this Unit, which is currently anticipated to be Residential Unit 2A, will be $1,650,000.00 plus the closing costs detailed in Note (3) below (hereinafter the "Total Purchase Price for the Superintendent's Unit"). Payment to Sponsor of the Total Purchase Price for the Superintendent's Unit by the Board of Managers shall be made in the following manner: (a) at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers such Purchaser's share of fifty percent (50%) of the cost of the Superintendent's Unit as determined in accordance with the Common Interest of such Residential Unit purchased in proportion to the Common Interest of all of the Residential Units (after excluding the Common Interest attributable to the Superintendent's Unit). Each such payment shall be made to the Escrow Agent who shall deposit and hold all such payments together, for the benefit of Sponsor and the Board of Managers, in an interest-bearing attorney escrow account. The funds so deposited (together with all interest earned thereon) shall be unconditionally released to Sponsor on the date the deed to the Superintendent's Unit is recorded (the "Super's Recording Date"); and (b) the cost of financing the remaining fifty percent (50%) of the Total Purchase Price for the Superintendent's Unit which shall be borne by all of the Unit Owners, including the Commercial Unit Owner, as a Shared Common Expense. This Shared Common Expense is set forth as part of "Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021" and therefore a part of each Unit Owner's Common Charges. The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party lender at prevailing rates and terms should Sponsor procure such lender totaling approximately $865,179.00, which represents fifty percent (50%) of the current Offering Price of $1,650,000.00 for Unit 2A plus approximately

$40,179.00 attributable to fifty percent (50%) of the other closing costs related to the closing of title to the Superintendent's Unit. If held by Sponsor, the note(s) will bear interest at the rate of four percent (4%) per year, provide for the payment of equal monthly installments of principal and interest during its term based upon a thirty (30) year payment schedule and require a $782,532.89 balloon payment on its maturity date, which will be five (5) years after the First Unit Closing. It is anticipated that, at the maturity date of the note(s) and mortgage(s), the Board of Managers will refinance with a lender other than Sponsor the principal payment that will then be due. However, Sponsor makes no representation that the Board of Managers will be able to refinance or, if refinancing is available, as to the terms or costs of the same. **IF THE BOARD OF MANAGERS IS UNWILLING OR UNABLE TO REFINANCE, EACH UNIT OWNER WILL BE REQUIRED TO PAY HIS OR HER PRO RATA SHARE OF THE PRINCIPAL PAYMENT THEN DUE, WHICH PRO RATA SHARE WILL BE BASED UPON HIS PERCENTAGE INTEREST IN THE COMMON ELEMENTS OR CONTRIBUTING SHARE. SPONSOR HAS NOT AGREED TO ITSELF REFINANCE THE NOTE(S) AND MORTGAGE(S) ON THEIR MATURITY DATE. SEE BELOW FOR A BREAKDOWN OF THE ESTIMATED BALLOON PAYMENT DUE IN THE EVENT THE BOARD DOES NOT REFINANCE.** If the Board of Managers defaults under the note(s) and mortgage(s), the holder of same may foreclose on the Superintendent's Unit. In such event, the Building will be without a superintendent's apartment. Accordingly, alternative arrangements will be made necessary to shelter the superintendent in the Building or within such radius of the Building as is then required by law.

Subsequent to the Super's Recording Date all proceeds from the sale of a Residential Unit, including the Purchaser's proportionate share of fifty percent (50%) the Total Purchase Price of the Superintendent's Unit, will be payable by Purchaser to Sponsor or at Sponsor's direction and there will be no further obligation of Sponsor to escrow funds for the payment of the Total Purchase Price for the Superintendent's Unit. Pursuant to the terms of the Offering Plan, from the date of the First Unit Closing, all costs and expenses including Common Charges, real estate taxes, utility charges and other related expenses attributable to the Superintendent's Unit, including the financing of the remaining fifty percent (50%) of the Total Price for the Superintendent's Unit, will be payable by the Board of Managers and included in the Common Charges payable by all of the Unit Owners as a Shared Common Expense, and each Unit Owner will be individually liable therefor to the extent of his or her percentage of Common Interest. (See the sections of the Offering Plan titled "Unit Closing Costs and Adjustments" and the "Notes to Schedule B" for further details.)

(3) Related Closing Costs ($80,359.46) for the Superintendent's Unit include and are estimated as follows: fee title insurance ($7,771.00); NYS Real Property Transfer Tax ($25,151.15); NYC Real Property Transfer Tax ($7,060.00); NYS Mansion Tax ($17,649.93); Working Capital Fund Contribution (estimated at $1,173.78); Sponsor legal fee ($3,000.00); Recording fees and title charges ($1,342.00); Common Charge adjustments estimated on a per diem basis based upon 15 days (estimated at $586.89); Mortgage Recording Tax ($16,624.70).

SCHEDULE A-2

OFFERING PRICES OF STORAGE ROOM LICENSES AND LICENSE FEE DURING THE FIRST YEAR OF CONDOMINIUM OPERATION BEGINNING JULY 1, 2021

Storage Room #	Floor	Approximate Gross Square Feet	Offering Price	First Year Monthly License Fee*	Second Year Monthly License Fee*
1	Cellar	10.5	$ 32,500	-0-	$ 50.00
2	Cellar	12	$ 35,000	-0-	$ 50.00
3	Cellar	12	$ 35,000	-0-	$ 50.00
4	Cellar	12	$ 35,000	-0-	$ 50.00
5	Cellar	12	$ 35,000	-0-	$ 50.00
6	Cellar	12	$ 35,000	-0-	$ 50.00
7	Cellar	12	$ 35,000	-0-	$ 50.00
8	Cellar	12	$ 35,000	-0-	$ 50.00
9	Cellar	18	$ 40,000	-0-	$ 50.00
10	Cellar	15	$ 37,500	-0-	$ 50.00
11	Cellar	15	$ 37,500	-0-	$ 50.00
12	Cellar	15	$ 37,500	-0-	$ 50.00
13	Cellar	15	$ 37,500	-0-	$ 50.00
14	Cellar	20	$ 42,500	-0-	$ 50.00
1	4th Floor	15	$ 40,000	-0-	$ 50.00
2	4th Floor	15	$ 40,000	-0-	$ 50.00
3	4th Floor	15	$ 40,000	-0-	$ 50.00
4	4th Floor	12.5	$ 37,500	-0-	$ 50.00
5	4th Floor	12.5	$ 37,500	-0-	$ 50.00
6	4th Floor	25	$ 50,000	-0-	$ 50.00
7	4th Floor	22	$ 45,000	-0-	$ 50.00
8	4th Floor	12.5	$ 37,500	-0-	$ 50.00
9	4th Floor	12.5	$ 37,500	-0-	$ 50.00
10	4th Floor	12.5	$ 37,500	-0-	$ 50.00
11	4th Floor	12.5	$ 37,500	-0-	$ 50.00
1	6th Floor	15	$ 42,500	-0-	$ 50.00
2	6th Floor	15	$ 42,500	-0-	$ 50.00
3	6th Floor	18	$ 45,000	-0-	$ 50.00
4	6th Floor	12	$ 42,500	-0-	$ 50.00
5	6th Floor	16	$ 45,000	-0-	$ 50.00
6	6th Floor	12	$ 42,500	-0-	$ 50.00
7	6th Floor	12	$ 42,500	-0-	$ 50.00
8	6th Floor	12	$ 42,500	-0-	$ 50.00

Storage Room #	Floor	Approximate Gross Square Feet	Offering Price	First Year Monthly License Fee*	Second Year Monthly License Fee*
9	6th Floor	12	$ 42,500	-0-	$ 50.00
10	6th Floor	12	$ 42,500	-0-	$ 50.00
11	6th Floor	12	$ 42,500	-0-	$ 50.00
12	6th Floor	12	$ 42,500	-0-	$ 50.00
13	6th Floor	12	$ 42,500	-0-	$ 50.00
14	6th Floor	17	$ 45,000	-0-	$ 50.00
15	6th Floor	18	$ 45,000	-0-	$ 50.00
16	6th Floor	16	$ 45,000	-0-	$ 50.00
17	6th Floor	14	$ 44,000	-0-	$ 50.00
18	6th Floor	14	$ 44,000	-0-	$ 50.00
19	6th Floor	14	$ 44,000	-0-	$ 50.00
20	6th Floor	14	$ 44,000	-0-	$ 50.00
21	6th Floor	17	$ 44,000	-0-	$ 50.00
Totals:		655.5	$ 1,862,500.00	-0-	$ 2,300.00

* See Note 4 of the Notes to Schedule A-2 for the Monthly License Fee of any Storage Room License due for the second year of Condominium Operation and any year thereafter.

NOTES TO SCHEDULE A-2

1. Sponsor is constructing fourteen (14) Storage Rooms on the cellar level of the Building, eleven (11) Storage Rooms on the fourth floor of the Building and twenty-one (21) Storage Rooms on the sixth floor of the Building. The Storage Room areas will be divided with metal mesh partitions. Purchaser should review the Storage Room Floor Plan set forth in Part II of the Offering Plan to determine the location on the cellar level, fourth floor or sixth floor of the Building of each Storage Room. The Square Footages of the Storage Room areas are based upon the Storage Room's floor area and the demising partitions are less than an inch.

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

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

Further, pursuant to the terms of the Offering Plan, the Sponsor is also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual purchaser. Notwithstanding the above, the Sponsor and its agents will not

discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

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

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

6. The term of the Storage Room License Agreement shall commence on date first set forth therein, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided therein. The License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event the Storage Room License Agreement is terminated, Licensee shall vacate and surrender possession of the Storage Room, broom clean, in the condition as existed prior to the commencement of the Storage Room License Agreement. Any property not removed from the Storage Room at the expiration or other termination of the Storage Room License Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of the Storage Room License Agreement.

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

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

9. Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Subject to and in accordance with the terms and conditions of the License Agreement set forth in Part II of the Plan, a Unit Owner, its permitted successors and assigns, are granted a license (the "License") to use the Storage Room during its term for storage of the Unit Owner's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. A Unit Owner may not store any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay, or (iv) valuable items. Licensee shall not (a) interfere with another Unit Owner, (b) store any property in the Building outside of the Storage Room, (c) allow any other person to use the Storage Room except in accordance with the terms of the License, or (d) deface, damage or alter the Storage Room, the Building or Condominium's equipment. The Unit Owner shall keep the Storage Room locked and shall provide the Condominium with a duplicate key.

10. Notwithstanding anything to the contrary set forth herein, the right of Licensee to assign the License Agreement is further subject to (i) the consent of the lender or other holder (collectively "Lender") of any mortgage loan encumbering the Licensee's Residential Unit, and (ii) compliance by Licensee with the requirements of Lender including, but not limited to, if required by Lender, the pledge and grant of a first priority security interest in all of Licensee's right, title and interest in and to the License Agreement as collateral security to Lender for the prompt and complete payment and performance of all of Licensee's obligations under the mortgage.

SCHEDULE B

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION BEGINNING JULY 1, 2021

	Residential Units (94.7504%)	Commercial Unit (5.2496%)	Total (100%)
Income:			
Common Charges (1)	$ 1,515,816.42	$ 35,219.58	$ 1,551,036.00
Total Income (2)	$ 1,515,816.42	$ 35,219.58	$ 1,551,036.00

	Residential Units	Commercial Unit	Total
Expenses (3):			
*Salaries, Including Payroll Taxes and Benefits (4)	$ 549,276.00	$ 5,524.00	$ 554,800.00
*Gas for Heat, Hot Water and the Common Elements (5a)	$ 137,931.95	$ 7,642.05	$ 145,574.00
Gas for Cooking (5b)	$ 16,971.00	N/A	$ 16,971.00
*Superintendent's Unit - Common Charges, Real Estate Taxes & Utility Charges (6)	$ 33,153.16	$ 1,836.84	$ 34,990.00
*Mortgage Indebtedness - Superintendent's Unit (7)	$ 46,963.98	$ 2,602.02	$ 49,566.00
Electricity for Common Elements (8)	$ 328,792.00	N/A	$ 328,792.00
*Water and Sewer Charges (9a)	$ 80,294.33	$ 4,448.67	$ 84,743.00
Vault Charges (9b)	$ 0.00	$ 0.00	$ 0.00
*Repairs, Maintenance and Supplies for General Common Elements (10a)	$ 7,106.28	$ 393.72	$ 7,500.00
Repairs, Maintenance and Supplies for Residential Limited Common Elements (10b)	$ 22,500.00	N/A	$ 22,500.00
Service Proposals and/or Contracts (other than Elevator Maintenance) (11a)	$ 44,300.00	N/A	$ 44,300.00
Elevator Maintenance (11b)			
(i) passenger	$ 18,000.00	N/A	$ 18,000.00
*(ii)service	$ 1,705.51	$ 94.49	$ 1,800.00
*Insurance (12)	$ 107,067.95	$ 5,932.05	$ 113,000.00
*Management Fees (13)	$ 56,850.24	$ 3,149.76	$ 60,000.00
*Administrative Expenses (14)	$ 27,003.86	$ 1,496.14	$ 28,500.00
*Major Capital Improvement Replacement Reserve Fund (15)	$ 4,737.52	$ 262.48	5,000.00
*Contingency (16)	$ 33,162.64	$ 1,837.36	$ 35,000.00
Total Expenses	$ 1,515,816.42	$ 35,219.58	$ 1,551,036.00

*Shared Expenses[1]

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

[1]For purposes of this Budget, the projected first year of Condominium operation refers to the twelve-month period beginning as of the First Unit Closing. As of the Offering Date, the Sponsor anticipates that the Initial Closing will take place on or about July 1, 2021. "NA" denotes Not Applicable.

NOTES TO SCHEDULE B

1. Common Charges ($1,551,036.00)

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

The Common Charges for the Commercial Unit are based, in part, upon the Commercial Unit Owner's payment of 5.2496% of the Common Interest multiplied by the projected amount of the Shared Expenses as set forth in Schedule B and 100% of the Commercial Common Expenses to be paid by the Commercial Unit Owner only. Please note that since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee the aggregate Common Charges for the Commercial Unit reflected in Schedule B only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses as defined in footnote 3 below, for which the Commercial Unit Owner shall be responsible pursuant to the Declaration and By-Laws of the Condominium set forth in Part II. In the event the Plan is amended to offer the Commercial Unit, such amendment shall include updated Common Charges for the Commercial Unit.

The Common Charges for the Residential Units are based, in part, upon each Residential Owner's Contributing Share of 94.7504% of the Common Interest multiplied by the projected amount of the Shared Expenses and 100% of the Residential Common Expenses to be paid by the Residential Unit Owners only.

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

2. Total Income ($1,551,036.00)

This figure does not include any interest income that may be received by the Board of Managers from investment of the Working Capital Fund to be established at the various Unit Closings. For more information regarding the Working Capital Fund, see the section of the Plan titled, "Working Capital Fund and Reserve Fund," located in Part I. It is expected that all or part

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

3. Expenses ($1,551,036.00)

Unless a special allocation is applicable, the Commercial Unit shall bear 5.2496% of the Common Expenses which are designated as "Shared Expenses." The Commercial Unit will be separately metered for all consumption of electricity within the Commercial Unit and the Commercial Unit Owner will be solely responsible for the payment of the cost for such electricity. Although initially there will not be separate metering or submetering for gas service to, and water consumption in, the Commercial Unit, when the Commercial Unit is separately metered or submetered for gas consumption related to its heat, hot water and other gas usage and water consumption in the Commercial Unit, the Commercial Unit shall be responsible for the cost thereof. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. The Commercial Unit owner shall only be required to pay for its estimated share of the cost of gas and water consumption in the Commercial Unit as set forth in this Schedule B prior to the time that the Commercial Unit is separately metered and/or submetered for such utilities, and subsequent to such time, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters. Further, pursuant to the By-Laws of the Condominium, the Commercial Unit Owner is solely responsible for the payment of "Commercial Common Expenses," together with the costs of the utilities described above, which include the cost of snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, which is solely attributable to the Commercial Unit and not a Shared Expense. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the aggregate Expenses for the Commercial Unit reflected in Schedule B only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses, for which the Commercial Unit Owner shall be responsible pursuant to the By-Laws of the Condominium set forth in Part II.

Those expenses set forth in Schedule B which are borne solely by all the Residential Unit Owners are referred to in the Plan as "Residential Common Expenses." Pursuant to the By-Laws of the Condominium, the Residential Common Expenses include all expenses or allocated expenses arising from residential garbage collection; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; electricity for the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas

consumption for cooking; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the media room, adjoining half bathroom, party room, yoga/pilates studio, fitness center and other amenities located at the Building; and any other expense which is not a Shared Expense attributable to the Residential Units only or as provided for in the Plan and/or By-Laws of the Condominium.

4. Salaries, Including Payroll, Taxes and Benefits ($544,800.00)

The payroll projection for the Building is based upon one (1) full-time employee, who will be the resident Superintendent (a.k.a. "Resident Manager" or "RM"), one (1) full time non-resident handyman, two (2) full time non-resident porters and one (1) or more part-time employees, who will provide concierge service at the main lobby to the Building (24/7). It is anticipated that such employees will be non-union employees and will be supervised by the Board of Managers of the Condominium. The figures shown below include wages, workers' compensation and disability insurance, health insurance and payroll taxes and payroll processing. These amounts include pay for vacation and sick/personal time and holidays.

Labor and Benefits	No. of Employees	Hourly Rate	Weekly Rate	Total
Superintendent/RM	1		$	$ 80,000.00
Handyman	1	$ 25.00	$ 1,000.00	$ 52,000.00
Porters	2	$ 21.00	$ 840.00	$ 87,360.00
Concierge	4.2	$ 21.00	$ 840.00	$ 183,456.00
Subtotal Wages:				$ 402,816.00
Overtime (2% of Base Wages)				$ 8,056.32
Vacation, Sick and Holidays (5% of Base Wages)				$ 20,140.80
Total Wages:				$ 431,013.12
Health Benefits $7,500/yr				$ 60,000.00

Payroll Taxes	
FICA @ 7.65% of Wages	$ 32,972.50
Worker's Comp @ 5.5 of Wages	$ 23,705.72
SUI State Unemployment Insurance 4.025% of first $10,300.00	$ 3,399.52
FUTA Federal Unemployment Insurance 6% of first $7,000.00	$ 3,444.00
NY SDI $.60 per week per employee $31.20	$ 255.84
Total Payroll Taxes:	$ 63,777.58
Total Payroll and Benefits	$554,790.70, raised to $554,800.00 for projection purposes

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

Commercial Unit Owner $80,000.00 + 1,600.00 (2%) + 4,000.00 (5%) + 19,622.18 (Payroll, Taxes and Benefits) = $105,222.18 x 5.2496% = $5,523.74, rounded up to $5,524.00 for projection purposes

Residential Unit Owners: $554,800.00 – 5,524.00 = $549,276.00

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

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

contained, if any, in front of or at the rear of the Building and the maintenance of the alleyway adjacent to the rear of the Property shall be a Residential Common Expense.

The budget reflects non-union (non-prevailing) wage rates and payroll taxes applicable for the budgeted year. No increases to the labor budget are included as there is no applicable labor contract which mandates increases. The labor wages meet state minimum wage laws.

5a. Gas for Heat, Hot Water and Common Elements ($145,574.00)

Hot water for heat and domestic hot water in the Building shall be provided by gas-fired boilers in the boiler room located at the thirty-fifth floor. Gas consumption and the cost thereof for heat in all the Residential Units, including any supplemental heat for the public corridors, hot water in the Residential Units and Common Elements and gas consumed in the Common Elements, including for gas fired dryers in the common laundry room, shall be collectively metered by one or more meters. Gas service shall be provided by the Consolidated Edison Company of New York and shall initially be a Shared Common Expense of all of the Unit Owners. Gas consumption for heat and hot water in all of the Units will initially include a minimal amount of gas consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. It is anticipated that Sponsor and/or its commercial tenant will install such meters and/or submeters once the Commercial Unit is occupied. Sponsor and/or Sponsor's commercial tenant will be obligated to reimburse the Condominium for these gas costs if there is a time gap between occupancy by a commercial tenant and the installation of a submeter. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters, and the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements and gas consumed in the Common Elements shall be a Residential Common Expense.

Total cost of gas consumption is based upon projections, dated April 19, 2019, made by Stantec Consulting Services, Inc., located at 475 Fifth Avenue, New York, New York 10017. A copy of the engineer's calculations are set forth in a letter which is included in Part B of the required Exhibits submitted to the Department of Law of the State of New York with the filed Offering Plan and is available for inspection without charge and copying at a reasonable charge to prospective Purchasers and their attorneys at the off-site sales office at all times such office is open or, in the event there is no sales office, at the offices of the Sponsor. The budgeted amount for the First Year of operation of the entire residential portion including public spaces serving the residential condominium is based on estimated total consumption for heating specific areas and domestic water of 104,669 therms at an estimated cost of $1.35 per therm totaling annual natural gas charges of $141,303.00 (104,669 therms x $1.35 per therm = $141,303). This cost is based on a $1.35 per therm usage charge. The projected 2020 escalation in natural gas utility charges is $143,422.00, which is bases on a 1.5 percent annual utility escalation factor. Adding a 1.5 percent annual escalation factor for 2021, this projected cost is approximately $145,574.00 for First Year projection purposes.

It is not possible to predict how closely the budgeted figures will reflect the actual cost of heat and hot water during the First Year of operation of the Condominium, in part because such costs will vary with the level of consumption and the price per therm. The projected unit cost of gas ($1.35 per therm) plus the annual escalation factor of 1.5% allows for a reasonable increase in the unit price of gas over the average gas rates in effect as of this writing. Additionally, consumption of gas for heat will be affected by the weather. Consumption of gas for domestic hot water and gas rates will also be affected by occupancy.

5b. Gas for Cooking ($16,971.00)

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

The cost of gas consumption is based upon projections, dated April 19, 2019 made by Stantec Consulting Services, Inc., located at 475 Fifth Avenue, New York, New York 10017. The gas projections made by the engineer are based upon a consumption of 12,202 therms at a cost of $1.35 per therm for a total of $16,473.00.

The $1.35 usage charge is based on current Con Edison rates for similar facilities within New York City and is inclusive of delivery, distribution, taxes, and tariffs associated with natural gas utility supply from the service provider. The projected 2020 escalation in natural gas utility charges is $16,720.00, which is based on a 1.5 percent annual utility escalation factor. Adding a 1.5 percent annual escalation factor for 2021, this projected cost is approximately $16,971.00 for First Year projection purposes.

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

6. Superintendent's Unit - Common Charges, Real Estate Taxes and Utility Charges ($34,990.00)

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

Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not

result in the condominium incurring financing charges on common charges, real estate taxes and fifty percent (50%) of the new purchase price for the Superintendent's Unit, the sum of which exceed the costs of owning Unit 2A as set forth in Schedule B, by more than 25%.

The estimate for electricity is based upon projections, dated April 16, 2019, by Stantec Consulting Services, Inc., which estimates the annual cost of electricity for the Superintendent's Unit to be approximately $2,436.96 plus a 1.5% cost contingency for a projected cost of approximately $2,474.00. Local telephone costs are estimated at $500.00.

Summary of Annual Costs:

$14,331.33	Common Charges (Estimated and may vary by $500.00 or more)
$16,982.55	Real Estate Taxes (First Year)
$ 2,474.00	Electricity
$ 1,200.00	Local Telephone Charges
$34,987.88	Raised to $34,990.00 for projection purposes

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

7. Mortgage Indebtedness-Superintendent's Unit ($49,566.00)

Contemporaneously with or subsequent to the First Unit Closing, but no later than the extended maturity date of the Sponsor's construction loan, the Board of Managers will purchase the Superintendent's Unit on behalf of all of the Unit Owners, including the Commercial Unit Owner, for a purchase price of approximately $1,730,359.46, which includes related estimated closing costs. The total cost of the Superintendent's Unit will be paid by the Condominium and all of the Unit Owners as follows: (a) at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Board of Managers, such Purchaser's share of fifty percent (50%) of the cost of the Superintendent's Unit as determined in accordance with the Common Interest of such Residential Unit purchased in proportion to the Common Interest appertaining to all of the Residential Units (other than the Superintendent's Unit) and in the amount more particularly set forth on Schedule A-1, "Allocated Share of fifty percent (50%) of the Purchase Price for the Superintendent's Unit", located hereinbefore. See "Notes to Schedule A-1" also located hereinbefore for more information; and (b) the costs of financing the remaining fifty percent (50%) balance of the Total Purchase Price of the Superintendent's Unit which shall be borne by all of the Unit Owners as a Shared Common Expense, including the Commercial Unit Owner, as set forth below. Sponsor will itself finance, or arrange for one or more institutional lenders to finance, 50% of this purchase price, plus fifty percent (50%) of the closing costs described in the section of the

Offering Plan titled "Unit Closing Costs and Adjustments" located in Part I and as more fully set forth in the Notes to Schedule A-1, all of which shall be payable by the Board of Managers on behalf of all of the Unit Owners at their sole cost and expense as a Shared Common Expense. For projection purposes fifty percent (50%) of such closing costs are estimated at $40,179.00. Alternatively, Sponsor may finance any portion of this balance of the Total Purchase Price of the Superintendent's Unit and closing costs which any institutional lenders fail to finance. (Sponsor and/or such institutional lender(s) are sometimes hereinafter called the "Lender".) The Condominium Board's indebtedness will be evidenced by one or more promissory notes with Sponsor or, at Sponsor's sole and absolute discretion, a third-party Lender at prevailing rates and terms should Sponsor procure such Lender totaling approximately $865,179.00, which represents fifty percent (50%) of the current Offering Price of $1,650,000.00 for Unit 2A plus $40,179.00 attributable to fifty percent (50%) of the related closing costs, secured by one or more mortgages on the Unit to secure repayment of the note(s). (The note(s) and mortgage(s) are hereinafter sometimes collectively called the "Mortgage Documents".)

The Mortgage Documents, if held entirely by Sponsor, will provide for consecutive equal monthly payments of approximately $4,130.50 on the first day of each month commencing with the first month after the First Unit Closing, except that, if the Mortgage Documents are not dated on the first day of a month, the first payment will consist of interest only based on the number of remaining days to the end of the month. The regular monthly payments will be applied first to interest and the balance to reduce principal. The aggregate monthly payments for the first year of condominium operation equal $49,566.00.

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

Amount Financed:	Approximately $865,179.00.
Annual Interest Rate:	4%.
Installment Payments:	Consecutive equal monthly payments of interest and principal of approximately $4,130.50 each, which is an amount calculated to fully amortize the loan over a period of 30 years with interest at 4% per year.
Maturity Date:	5 years after the First Unit Closing.
Balloon Payment:	$782,532.89 (plus any accrued and unpaid interest due 5 years after the First Unit Closing.
Prepayment:	The loan may be prepaid in full or in part (in multiples of $5,000) on the first day of a month, upon giving not less than 10 days' prior written notice of intention to prepay, without premium or

	penalty, but with interest accrued to the date of prepayment on the amount prepaid.
Security:	First mortgage lien on the Superintendent's Unit.
Restrictions:	The unpaid principal and accrued interest will be immediately due, at the option of Sponsor, in the event that the Unit is sold, transferred or further mortgaged.
Late Charge:	If any installment remains unpaid for more than ten days from its due date, an administrative fee of $25, interest at the rate of 2% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the due date thereof, together with any attorneys' fees and expenses incurred for the cost of collection.
Escrow:	At the option of Sponsor, the Board of Managers will be required to escrow with Sponsor amounts deemed sufficient by Sponsor to pay the real estate taxes and similar impositions on the Superintendent's Unit at least one month prior to their respective due dates. No interest will be paid on the escrow deposits except as may be required by law.
Grace Period:	10 days after the due date to pay any installments of interest, principal, or other sum under the Mortgage Documents and 15 days after notice for any non-monetary default under the Mortgage Documents.

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

It is anticipated that, at the maturity date of the Mortgage Documents for the Superintendent's Unit, the Board of Managers will refinance the $782,532.89 principal payment that will then be due with a Lender other than Sponsor. However, Sponsor makes no representation that the Board of Managers will be able to refinance or, if refinancing is available, as to the terms or other costs of the same. If the Board of Managers is unwilling or unable to

refinance, each Unit Owner will be required to pay his or her pro rata share of the $782,532.89 principal payment then due, which pro rata share will be based upon his Percentage Common Interest in the Common Elements or his Contributing Share. Sponsor has not agreed to itself to refinance the Mortgage Documents on their maturity date.

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

8. Electricity for the Common Elements ($328,792.00)

The first year electricity projection includes the aggregate cost of electricity supplied to the Common Elements at the Property. Common site electric meters are for the elevators, lighting in public corridors and stairs, mechanical equipment, and miscellaneous common electric power for the Building, including, but not limited to, the amenities of the Property and electricity consumed for the heating and/or air-conditioning of the Common Elements. Electrical Service shall be provided by the Consolidated Edison Company of New York. The cost of electricity for the Common Elements shall be a Residential Common Expense of all of the Residential Unit Owners and shall be paid by the Board of Managers. The Commercial Unit will be separately metered or submetered and the cost of electrical consumption in the Commercial Unit shall be the sole responsibility of the Commercial Unit Owner. The cost of such electricity has been estimated as of April 19, 2019 by the office of Stantec Consulting Services, Inc.

The projections contained herein are based on consumption estimates of 1,519,743 kilowatt hours per year with a blended rate of $0.21 per kilowatt hour. The total estimated annual electricity cost for the Common Elements is $319,146.00. Electrical utility charges for 2020 are projected at $323,933.00 for the common areas using an annual 1.5 percent annual escalation factor. Adding a 1.5 percent annual escalation for 2021, this projected cost is approximately $328,792.00 for the First Year projection purposes.

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

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

9a. Water and Sewer Charges ($84,743.00)

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

The cost of water consumption in the Units and in the Common Elements, together with all related sewer rents arising therefrom, has been estimated as of April 19, 2019, by the office of Stantec Consulting Services, Inc. The amount budgeted for the Residential Units and the Common Elements is based upon the following:

a) ***Residential Water and Sewer Usage per Annum***

Apt/No. of Bedrooms	Units	Gal/Day	Days in Use	Gal/Year	CF/Year	Cost/100 CF	Total Cost
Studio	11	550	365	200,750	26,838.2	$10.10	$ 2,711.00
1-Bedroom	38	3,800	365	1,387,000	185,427.8	$10.10	$18,728.00
2-Bedroom	31	4,650	365	1,697,250	226,905.1	$10.10	$22,917.00
3-Bedroom	20	4,000	365	1,460,000	195,187.2	$10.10	$19,714.00
TOTAL OPERATING LOAD		**13,000**		**4,745,000**	**634,358.3**		**$64,070.00**

The $64,070.00 value represents the total water and sewer usage cost for the residential component of the Property. These water and sewage cost projections are based on the quantity of clothes washers, toilet rooms, showers, and kitchens in each respective apartment unit group listed above. The projected 2020 utility charges are $67,274.00 is based on a 5.0 percent annual escalation factor. The $10.10 utility cost listed in the above table is based on current NYDEP Water Board costs for domestic water supply and public sewer usage within New York City with an escalation factor of 5.0 percent annually for projecting out to fiscal year 2020. This $10.60 water and sewer rate is inclusive of all delivery, distribution, taxes, and tariffs associated with NYDEP services for water and sewer.

The projected water usage calculations for the common area equipment have been broken out from the residential component for clarity even though there is a single water meter at the Property. These common or house equipment projections are outlined below.

b) ***Common Facility Water and Sewer Usage per Annum***

Description	Gal/Day	Gal/Year	CF/Year	Water Cost/100 CF	Sewer Cost/100 CF	Total Cost
Colling Towers	9,504	2,023,560	270,529.4	$3.90	–	$ 10,550.65
Water Closets	25	9,110.4	1,218	$3.90	$6.20	$ 123.03
Lavatory Sinks	3.3	1,186.3	158.6	$3.90	$6.20	$ 16.02
Pantry Sinks	14.3	5,219.5	697.8	$3.90	$6.20	$ 70.48
Clothes Washers	182	66,430	8,881	$3.90	$6.20	$ 897.07
Mop Sink	10	3,650	488	$3.90	$6.20	$ 49.29
Public Showers	260	94,900	12,687.2	$3.90	$6.20	$ 1,281.53
Hose Bibs	50	18,250	2,439.8	$3.90	$6.20	$ 246.45
TOTAL OPERATING LOAD	**10,048.5**	**2,222,306.2**	**764,377.8**			**$ 13,234.52**

The $13,234.52 value represents the total water and sewer usage cost for the common use equipment within the Property. These water and sewage cost projects are based on the estimated use of the showers, clothes washers, cooling towers, hose bibs and sinks. The projected 2020 utility charges are $13,433.03 based on a 5.0 percent escalation factor. The $10.60 ($3.90 for water and $6.20 for sewer) utility cost listed in the above table is based on current NYDEP Water Board costs for domestic water supply and public sewer usage with New York City with an escalation factor of 5.0 percent for projecting out to fiscal year 2020. This $10.60 water and sewer rate is inclusive of all delivery, distribution, taxes and tariffs associated with NYDEP services for water and sewer.

$67,274.00 + 13,433.03 = $80,707.03 plus a 5.0 percent escalation factor for 2021 totals approximately $84,742.38, raised to $84,743.00 for First Year projection purposes.

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

9b. Vault Charges ($0.00)

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

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

Please note however that as of January 1, 1998, the City of New York repealed the local law which provided for annual vault charges. Therefore, no vault charges have been budgeted for

the first year of condominium operation. However, in the event that at some time in the future the City of New York reinstates a vault tax or similar charges such vault tax and/or similar charges will be a Common Expense of the Condominium.

10a. Repairs, Maintenance and Supplies for the General Common Elements ($7,500.00)

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

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

10b. Repairs, Maintenance and Supplies for the
Residential Limited Common Elements ($22,500.00)

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

11a. Service Proposals and/or Contracts
(other than Elevator Maintenance) ($44,300.00)

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

Exterminating	$ 3,500.00
Fire Extinguishers	$ 1,000.00
Fire Alarm (Protection)	$ 5,000.00
Central Station Monitoring	$ 1,800.00
Sprinkler/Standpipe	$ 2,500.00
HVAC	$ 8,000.00
Health Club	$ 1,500.00
Telephone/Internet/Mobile	$ 5,000.00
Landscaping	$ 1,500.00
Cooling Tower	$ 5,000.00
Water Treatment	$ 7,500.00
ConEd EDF Service	$ 1,987.97
Total	$ 44,287.97,
	raised to $44,300.00 for projection purposes

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

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

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

Sponsor has reserved the right, prior to the First Unit Closing, to enter into other service contracts which will be binding on the Board of Managers, provided that such contracts do not

materially increase the estimated Common Charges for the first year of Condominium Operation nor bind the Board of Managers for a period of more than three years from the date of the First Unit Closing, unless it is customary for such type of contract to be more than three years.

11b. Elevator Maintenance ($19,800.00)

The two (2) passenger elevators in the Building which service all of the Residential Units are Residential Limited Common Elements for the exclusive use of all the Residential Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of the passenger elevators shall be the sole responsibility of the Residential Unit Owners as a Residential Common Expense. The one (1) service elevator in the Building with stops at the cellar and first floor only is a General Common Element for the use of all of the Unit Owners. Therefore, the cost of any repairs, maintenance and/or replacement of the service elevator shall be a Shared Common Expense.

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

Elevator Maintenance Contract (including sales tax) Estimated Total, broken down as follows:		$ 19,800.00
(i) Two (2) Passenger Elevators	$ 18,000.00	
(ii) One (1) Service Elevator	$ 1,800.00	

Sponsor notes that Local Law 10 of 1981 requires an elevator inspection to be made by December 31st of each year by an insurance company, elevator maintenance company, elevator manufacturer or elevator inspection company, and that a report be filed with the Department of Buildings of the City of New York within ten (10) days after delivery of such report to the owner. Failure to comply will result in a civil monetary penalty levied against the owner. Sponsor shall not be responsible for having such inspection or report made unless Sponsor controls the Board of Managers at the time such inspection report is due. However, even though the Sponsor is in control of the Board of Managers, the cost of such inspection report will be a Common Expense of the Condominium. Subsequent to Sponsor relinquishing control of the Board of Managers, the Board of Managers on behalf of all the Residential Unit Owners shall be responsible for obtaining the requisite inspections for the passenger elevator and the cost of such inspections shall continue to be a Common Expense.

Amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980, later known as Local Law 11 of 1998, and now known as the Façade Inspection Safety Program, or "FISP") passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a FISP inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law. The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and

must be corrected within thirty (30) days with the option of a ninety (90) day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five (5) year period between mandatory inspections. As a result of the new construction of the Building, the completed Building will require regular five (5) year inspections in accordance with FISP. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building must be inspected in accordance with FISP's five (5) year cycle.

Although not budgeted for the First Year of Condominium operation, the cost of any future additional inspections, if any, required by FISP and any amendments thereto, shall be a Common Expense of all of the Unit Owners.

12. Insurance ($113,000.00)

The following is recommended for the First Year of Condominium operation in a proposal, dated February 4, 2019, from Genatt Insurance Solutions LLC, a licensed New York Property and Casualty Broker located at 3333 New Hyde Park Road, Suite 400, New Hyde Park, NY 11042, setting forth the following coverages:

PROPERTY INSURANCE

Building Limit	$ 65,000,000
Business Personal Property Limit	$ 1,000,000
Business Income and Extra Expense	$ 2,000,000
Demolition and Increased Cost	$ 5,000,000
Flood	$ 5,000,000 (subject to Flood Zone determination
Earthquake	$ 5,000,000 (will quote higher limits if applicable)

DEDUCTIBLES

$10,000	All Other Perils
$25,000	Flood
$25,000	Earthquake

GENERAL LIABILITY INSURANCE:

$1,000,000	Each Occurrence Limit
$2,000,000	General Aggregate Limit
$1,000,000	Personal and Advertising Injury Limit
$50,000	Fire Damage Liability Limit
$5,000	Medical Expense Limit
$1,000,000	Hired/Non-Owned Automobile Liability Limit

UMBRELLA LIABILITY INSURANCE

Limit of liability in excess of primary limits $50,000,000 (If Risk Purchasing Groups high limits are available)

$10,000 Self-Insured Retention

Includes Excess Directors and Officers Liability

DIRECTORS & OFFICERS LIABILITY INSURANCE

$1,000,000 Claims Made Basis (Includes Managing Agent's Rider as Additional Insured)

$5,000 Deductible

CRIME INSURANCE

$650,000 Employee Dishonesty Limit

Managing Agent's Rider included

$10,000 Deductible

CYBER INSURANCE

$500,000

$1,000 deductible

The projected annual cost for the above coverage is $113,000.00. The proposed coverage for the Property is quoted under a provisions known as an All Risk/Replacement Cost" endorsement. The Property limits are based on an "Agreed Amount" which is a waiver of co-insurance, whereby the carrier agrees to reimburse the insured for property losses up to the full amount of the policy regardless of the actual replacement value of the Building. This clause does not mean that the Condominium would receive sufficient proceeds to actually rebuilding the entire Building in the event of a substantial loss or total destruction of the Building. Therefore, in case of a partial loss, there would be no coinsurance factor used in adjusting the loss. The Property limit of $65,000,000.00 is based upon (i) the estimated total gross square footage of the Building (144,000 sq. ft.), and (ii) the estimated cost of construction of approximately $451.00 per square foot as represented by Sponsor. The estimate is also based on the willingness of "standard" insurers with a Best Rating of "A" or better to underwrite this Property. Costs for Worker's Compensation coverage and New York State Disability are included in the cost projection for Payroll & Related Expenses. This quotation is an indication of insurance premiums at current market rates. Because conditions may change in the Insurance marketplace, based upon industry losses, catastrophes, economics, etc., it is not possible to predict what premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases. The above is for Illustration Purposes Only. There is NO COVERAGE BOUND AT THIS TIME. Coverages are subject to the terms and Conditions as set forth by the Insurance Company and at the time of the effectiveness of the coverages.

If it is determined that the Building is located in a "high hazard flood zone" and flood coverage would be excluded under the proposed property policy, a separate flood policy would need to be obtained by the Board of Managers. This would increase the total estimated annual premium stated above.

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

To the extent that coverage is not provided for water damage legal liability, elevator collision, machinery and automobile liability, such coverage may be available to the Condominium at additional premium costs.

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

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

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

13. Management Fees ($60,000.00)

Based upon a proposed management agreement with FirstService Residential New York, Inc. ("Managing Agent") commencing on the date of the First Unit Closing, at an annual fee of $60,000.00 payable in twelve (12) equal monthly installments of $5,000.00. The management agreement, which is for an initial term of three (3) years, shall continue in force unless sooner terminated pursuant to its terms. The Agreement provides for a 4% increase in the annual fee for each of the second and third years of the initial term of the Agreement. Please consult the section of the Plan titled "Management Agreement and Other Contractual Arrangements" for a further discussion and details.

14. Administrative Expenses and Franchise Tax ($28,500.00)

Based on the following itemized projections:

Various Office Supplies, Telephone, Postage and Miscellaneous	$ 10,500.00

Legal Expense and Accounting Expense	$ 16,000.00
Fees, Inspection, Permits and Filings	$ 1,500.00
Franchise Taxes	$ 500.00
	$ 28,500.00

The estimate of Accounting Expenses is based upon a fee quotation of $15,000.00 provided by Tarlow & Co., CPA, PC, located at 7 Penn Plaza, Suite 210, New York, NY 10001.

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

The legal expenses during the first year of Condominium operation for consultation with an attorney to be retained by the Board of Managers is estimated at an approximately $1,000.00. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. Since no separate counsel has been appointed by Sponsor for the Condominium and as it is expected that each Purchaser shall be represented by an attorney in connection with the purchase of a Unit, it is not anticipated that further legal expense shall be required by the Condominium during the first year of Condominium operation. However, in the event that legal services are required by the Condominium in excess of the first year estimate, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained.

The New York State Department of Taxation & Finance through the issuance of Advisory Opinions has taken the position that "unincorporated associations" will be deemed corporations under Article 9A of the Tax Law of the State of New York and the regulations promulgated thereunder. As a result, all condominiums will be required to file annual franchise tax returns and pay any applicable tax. Based upon the fact that it is not anticipated that the Condominium will have net income or other capital assets, a minimum amount of tax due has been included as part of the Budget for the first year of condominium operation. However, in the event that the condominium has net income or capital assets in the future and the amount of tax due is greater than projected, the amount of each Unit's Common Charges shall increase.

15. Major Capital Improvement Replacement Reserve Fund ($5,000.00)

In order to conform the budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, the Major Capital Improvement Replacement Reserve Fund is established to provide for the periodic maintenance, repair and replacement of the Common Elements as determined by the Condominium Board of Managers. The amount budgeted is typically approximately ten percent (10%) of the Total Expenses not including the Contingency provided for in Note 16 below; however, such percentage may be lower if justified by a reserve study. The projected $5,000.00 budgeted for the First Year of Condominium operation is based upon the annual line item amount recommended by Strategic Inspections, 45 West 34th Street, Suite 1001, New York, New York 10001, Sponsor's consultant that performed a reserve fund study dated May 2, 2019. A copy of the Reserve Fund Study is set forth in Part II of the Plan.

As reflected in the Reserve Fund Study, the initial amount of the Reserve Fund shall be $309,609.12 ("Total Reserve Fund Amount") which shall be funded over the course of first three (3) years of the Condominium operation in the manner set forth in the section of the Offering Plan titled "Working Capital Fund and Reserve Fund," located in Part I of the Plan. The calculation of this Reserve Fund for the First Year of Condominium Operation Commencing on July 1, 2021 is set forth below. For the purposes of the following calculations, "Average Monthly Common Charge Amount" shall mean approximately $1,213.18, which is calculated as follows: $126,318.04 (i.e., the total amount of Monthly Common Charges attributable to the Residential Units reflected in Schedule A), minus $5,000.00 (the Reserve Fund line item set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing July 1, 2021) divided by 100 (i.e., the total number of Residential Units) and rounded up to $1,285.09 per Unit for projection purposes.

(a) *For the First Year of Condominium Operation*: an amount of $93,537.48 shall be deposited into the Reserve Fund ("Year 1 Deposit") in the following manner: (x) assuming that approximately 72% of the Residential Units will close in the First Year of Condominium Operation (i.e. 72 of 100 units), each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Reserve Fund at their respective Closing in an amount equal to one (1) month of their respective Common Charges (each, a "Purchaser Contribution"), the total of which is expected to amount to $92,526.52 for the First Year of Condominium Operation ("Year 1 Purchaser Contribution Total"), which amount is calculated based on the Average Monthly Common Charge Amount attributable to 72 Units, and (y) the First Year's Budget includes a line item for a Reserve Fund in the amount of $5,000, making up the balance ($1,011.00) of the Year 1 Deposit plus a contingency.

Regarding the Year 1 Purchaser Contribution Total: Given that the Year 1 Purchaser Contribution Total relies on certain assumptions regarding closing timeframes – and further given that Sponsor is reserving the unconditional right to rent and is therefore not committed to sell more Residential Units than the 15% necessary to declare the Plan effective – Sponsor shall "front" $73,250.17 of the Year 1 Purchaser Contribution Total by depositing this amount into the Reserve Fund at the First Closing ("Year 1 Sponsor Contribution"), which reflects the Year 1 Purchaser Contribution Total less such portion attributable to the 15% necessary to declare the Plan effective. Once Purchaser Contributions have contributed towards the balance of the Year 1 Purchaser Contribution Total, all subsequent amounts of Purchaser Contributions shall be payable directly to Sponsor until such time that the Year 1 Sponsor Contribution is fully reimbursed to Sponsor. For details regarding the calculation of the Year 1 Sponsor Contribution, the following formula may be referenced: the Average Monthly Common Charge Amount multiplied by 57 (i.e. 72 Units less the 15 Units necessary to declare the Plan effective).

(b) See the section of the Offering Plan titled "Working Capital Fund and Reserve Fund," hereinafter in Part I of the Plan for a discussion of possible Reserve Fund contributions for the second and third years of Condominium operation.

Sponsor makes no representation that this Reserve Fund will be, or is intended to be, adequate or sufficient to cover periodic maintenance, repair and replacement expenses of the Common Elements for the first or any subsequent year of Condominium operation. If such

improvements, periodic maintenance or repairs and/or replacement are needed within that time period it is anticipated that they will be funded from this Reserve Fund together with the other line item expenses as set forth in the budget. If additional funds are required over and above this Reserve Fund, it may be necessary to increase the Common Charges or institute a Special Assessment.

Notwithstanding anything contained in the Offering Plan and provided in the By-Laws of the Condominium set forth in Part II of the Plan, the obligation of the Board of Managers to include in the Common Charges a Shared Common Expense known as a Major Capital Improvement Replacement Reserve Fund ("Reserve Contribution"), which shall be equal to ten percent (10%) of the budgeted expenses of the Condominium, subject to any reserve fund study obtained by Sponsor that may justify the reduction of the requisite percentage, for the First Year of Condominium Operation commencing July 1, 2021, shall, in any subsequent year be at the sole discretion of the Board of Managers. The Board of Managers reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Board of Managers) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, (i) for so long as Sponsor continues to own at least one (1) Unsold Residential Unit and the Reserve Contribution is established, the Condominium Board must maintain the Major Capital Improvement Reserve Fund and any change in the amount of the Major Capital Improvement Reserve Fund shall be made only with Sponsor's prior written consent, and (ii) that portion of the Reserve Contribution contributed to by the Commercial Unit Owner, if any, can only be used for the repair and replacement of the General Common Elements.

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

16. Contingency ($35,000.00)

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

The projections set forth in the Budget assume that the First Year of Condominium operation will begin on or about July 1, 2021, with no representation, however, of any Closing Date, being made in the Plan.

IN THE OPINION OF SPONSOR, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE CONDOMINIUM BOARD'S FIRST

YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE FISCAL YEAR COMMENCING JULY 1, 2021. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL RENT (COMMON CHARGES) OTHER INCOME OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN SAID BUDGET, AND IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES WILL VARY FROM THE AMOUNTS SHOWS IN THE BUDGET.

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

SCHEDULE B-1

Individual Residential Unit Electric Charges:

The cost of individual Residential Unit electric charges has been estimated as of April 19, 2019, by the office of Stantec Consulting Services, Inc., located at 475 Fifth Avenue, New York, New York 10017. The estimates set forth for each type of Unit, based upon the Unit's number of bedrooms or as a Penthouse Unit, are estimates of annual electric energy costs including, but not limited to, the Unit's mechanical equipment and household appliances, general power and lighting.

Residential Units Electrical Usage per Annum

Apt/No. of Bedrooms	Connected Load (kW)	Demand Load (kW)	kWr/Month	Cost/Month
Studio	26.19	20.24	697.63	$ 171.62
1-Bedroom	27.60	21.50	825.51	$ 203.08
2-Bedroom	29.53	23.25	1005.46	$ 247.34
3-Bedroom	33.03	26.42	1332.58	$ 327.82
Penthouse Apartment	43.77	36.10	2316.24	$ 569.80

A blended rate of $0.246 per kWh has been used for charges associated with the individual residential unit electrical usage and the monthly electric utility projections for each apartment depicted in the table above. Electrical delivery, distribution, sales tax, and the applicable tariffs are included within these blended utility rates. All residential apartments are metered directly by Con Edison, paid directly by the Residential Unit Owner.

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

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

Additionally, the Residential Units will not be individually metered for the cost of gas consumption in the Unit which shall be a Residential Common Expense. See note 5b of the Notes to Schedule B set forth hereinbefore.

FirstService
RESIDENTIAL

PART 20: LETTER TO ATTORNEY GENERAL
RE: COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i(1)

May 2, 2019

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

Re: 368 Third Avenue Condominium
368 Third Avenue
New York, NY 10016
(the "Property")

Dear Sir/Madam:

368 Third Owners LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained FirstService Residential New York, Inc. ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate and brokerage business for over twenty-five (25) years and have been actively associated with sale and management of condominium and cooperative buildings.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-(i)(1) based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit (iv).

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

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter (and acting as Managing Agent under the Offering Plan). The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

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

Very truly yours,

FirstService Residential New York, Inc.

By: _____

Name: Marc Kotler
Title: Senior Vice President
New Development Group

DLPARTNERS

D'AGOSTINO, LEVINE, LANDESMAN, LEDERMAN, RIVERA & SAMPSON, LLP

345 7TH AVENUE, 23RD FLOOR, NEW YORK, NEW YORK 10001

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° Also Admitted In MA
★ Also Admitted In FL

October 29, 2019

368 Third Owners LLC
540 Madison Avenue, Suite 16B
New York, NY 10022

Re: 368 Third Avenue Condominium
Premises: 368 Third Avenue
New York, New York 10016
(the "Condominium")

Gentlemen/Mesdames:

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

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

368 Third Owners LLC
Re: 368 Third Avenue Condominium
368 Third Avenue
New York, New York 10016
October 29, 2019
Page 2

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law Section ("RPL") 339-(i) (1)(iv), i.e., based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. We note that in calculating the Common Interests, the square footage allocated to the cellar space which is part of the Commercial Unit was discounted and the fact that the Commercial Unit only contributes to the Shared Expenses of the operation of the Property was also considered.

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

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

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

Very truly yours,

D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP

D'Agostino, Levine, Landesman, Lederman Rivera & Sampson, LLP

DLL:sdp

THE COMMERCIAL UNIT

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

The Commercial Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws. The Commercial Unit Owner shall have the right to change the use of the Commercial Unit without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a C2-8(R10), R8B Zoning District. The Use Groups allowed are as follows:

C2-8(R10) - Use Group 1-6; Residential, Community Facilities, Commercial.

R8B - Use Group 1-4; Residential, Community Facilities.

The legal uses proposed will comply with all Zoning requirements, and initially will be as set forth in the approved Department of Buildings' Application. The predominant use of this Building is residential and such use will be located above the first floor. A portion of the cellar and first floor use will be commercial uses. The commercial uses allowed, depending upon whether its cellar or first floor space, are defined by the applicable Use Groups of the Zoning Resolution. Permitted uses of these Use Groups include, but are not limited to, retail uses, eating and drinking establishments, offices and wholesale establishments. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or the Commercial Unit Owner, as applicable.

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

the cost of gas consumption for heat and hot water in the Residential Units and the Common Elements and water consumption in the Residential Units and Common Elements shall be a Residential Common Expense only.

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

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

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

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

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

With respect to allocation of expenses, other than for the allocation of specific expense items, including but not limited to, (i) electricity which is to be separately metered or submetered for the Commercial Unit and paid for by the Owner or tenant(s) thereof, (ii) gas and water usage which shall initially be metered collectively with a minimal amount of usage and cost allocated to the Commercial Unit until such time that the Commercial Unit is separately metered or submetered, (iii) the exception of the Commercial Unit from the contribution for the expenses

related to the repair, maintenance or replacement of the Residential Limited Common Elements or the Residential Unit Limited Common Elements, and (iv) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the other Units and the common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit.

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

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

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

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

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

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

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

tenants thereof, shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

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

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

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

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

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

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions,

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

CHANGES IN PRICES AND UNITS

The offering prices set forth in Schedule A, A-1 and A-2 may be decreased or increased only by a duly filed amendment to the Offering Plan when the change of price is an across the board change affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. As set forth in the Notes to Schedules A, A-1 and A-2, offering prices are negotiable. Accordingly, the Sponsor may enter into a Purchase Agreement with a Purchaser to sell one or more Units and/or Storage Room Licenses at prices less than those set forth in Schedules A, A-1 and/or A-2, without filing an amendment before entering the Purchase Agreement. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Plan for similar Units and/or individual Storage Room Licenses. However, no price change will affect the percentage of Common Interest allocated to a Unit as to which the amount of the offering price was changed nor shall it alter the amount of Common Charges payable by such Unit Owner.

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

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

Additionally, and notwithstanding anything herein to the contrary and its effect on the Common Elements, Sponsor has reserved the right to reconfigure, change, combine, relocate and/or modify any/or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and in order to increase the number of Storage Rooms. Sponsor shall determine the total number of Storage Rooms prior to the issuance of the permanent certificate of occupancy for the Building. However, no material change shall be made to an individual Storage Room which is subject to an executed Purchase Agreement without the consent of the Purchaser.

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

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

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

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

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

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

INTERIM USE AND OCCUPANCY AGREEMENTS

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

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

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

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

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

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

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

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

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

Purchasers entering into an Interim Use and Occupancy Agreement for an Unsold Unit will be required to pay the legal fees of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, in connection therewith, upon execution of the Interim Use and Occupancy Agreement.

Notwithstanding the foregoing, Sponsor will be under no obligation to enter into any Interim Use and Occupancy Agreement and no portion of the Use and Occupancy fee paid under the Interim Use and Occupancy Agreement will be credited towards the Purchase Price of an Unsold Unit unless the Interim Use and Occupancy Agreement expressly provides. A copy of the form Interim Use and Occupancy Agreement is located in Part II of the Plan.

If any provisions of the Interim Use and Occupancy Agreement conflict with the terms of the Offering Plan, the terms of the filed Offering Plan shall prevail.

PROCEDURE TO PURCHASE

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

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

the Purchase Agreement. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Room reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and Storage Room reservation due to Purchaser's default.

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

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

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

In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10017, telephone number (212) 564-9800, to serve as escrow agent ("Escrow Agent") for the Sponsor and Purchaser to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it

from Purchasers, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at Bank Leumi USA, located at 579 Fifth Avenue, New York, New York 10017 (the "Bank"), a bank authorized to do business in the State of New York. The Escrow Account is titled "D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, Escrow Account for 368 Third Avenue Condominium," or a similar name ("Escrow Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall place the Deposits in the Escrow Account. Purchasers are advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000 for the purchase of a Unit, it is a special risk of this offer that such Deposits will not be federally insured in excess of $250,000. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any change to the Escrow Account. Escrow Agent has designated the following partners of the law firm to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq., Jose M. Rivera, Esq., Brian T. Sampson, Esq. and Jared Van Vleet, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

This escrow account will be interest-bearing and unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate from this type of account as stated by the Bank at the time of the initial deposit and as provided thereafter. Such interest rate as stated as of March 19, 2019 by Bank Leumi USA was approximately 0.1%. Interest will begin to accrue as of the date the deposit of the down payment clears and is posted by the Bank to the escrow account. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to the Escrow Agent a completed and signed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the depository. No fees of any kind from the account principal or any interest earned thereon may be deducted. Sponsor shall bear any administrative cost for maintenance of the account.

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

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

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

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

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

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

(d) The Purchase Agreement shall contain the following:

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE

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

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

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

The Escrow Agent shall release the Deposits if so directed:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subsequent to the date that the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving

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

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

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

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

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

upon delivery. Service by mailing shall be presumed complete on the fifth day after the date of mailing.

Sponsor anticipates the First Residential Unit Closing to occur on or about July 1, 2021 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. In the event that the First Residential Unit Closing with a temporary or permanent Certificate of Occupancy is delayed twelve (12) months or more beyond July 1, 2021, then all Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

Purchasers should note that even if the First Unit Closing occurs on or before July 1, 2021 (or such other date projected as the date of commencement of the First Year of Condominium Operation at the time the Purchase Agreement was entered into) or within the twelve-month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise is compliance with its obligations under the Plan, Purchaser will not be entitled to a right to rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the Total Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title in connection with the First Unit Closing on or before twelve (12) months from July 1, 2021, affected Purchasers will be afforded the right of rescission.

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the monies held by the Escrow Agent, but not more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the total purchase price plus any interest earned thereon, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Notwithstanding the above, Sponsor may receive the actual costs incurred for any special custom work requested by Purchaser which is agreed to by Sponsor in its sole discretion and itemized in the Purchase Agreement as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) or, if applicable, fifty percent (50%) of the total purchase price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement to otherwise enforcing Purchaser's obligations hereunder, but only in the event the Sponsor prevails.

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

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

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

successors and assigns. The Form of Power of Attorney to be executed is set forth in Part II of the Offering Plan.

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

Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. A copy of the Storage Room Licenses to be executed at Closing is set forth as Exhibit "B" to the Purchase Agreement which is included in Part II of the Offering Plan. The Storage Room License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Room License from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. After the first year of the term of the Storage Room License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the term of the Storage Room License. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the date of the License and will continue for the following twelve (12) months. Thereafter the Board of Managers may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms. Such License fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building.

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

state and city transfer taxes due in connection with the licensing of the Storage Room, which obligation shall survive the Closing.

The Storage Rooms are located on the cellar level, fourth floor and sixth floor of the Building. The Sponsor and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Since there are only forty-six (46) Storage Room Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual Purchaser. A Storage Room License will only be sold by Sponsor to a Purchaser of a Residential Unit.

Further, Sponsor makes no representation that the size of a Storage Room as set forth on Schedule A-2 will accommodate the items which a Purchaser intends to store in the Storage Room.

Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Storage Room under contract) to reconfigure, change, combine, relocate and/or modify any Storage Room, including, but not limited to, increasing the number of Storage Rooms in its sole discretion in order to sell, assign and/or lease any Storage Room.

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

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

Purchaser shall represent that Purchaser has full right and authority to execute the Purchase Agreement and perform Purchaser's obligations thereunder. 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 shall further represent that the Down Payment shall represent 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 Down Payment.

Purchaser shall be required to represent that: it is not now, nor shall it be at any time prior to or at the Closing, an individual, corporation, partnership, joint venture, trust trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise; and neither Purchaser nor any person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312(a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

Purchaser shall further represent that he or she has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser shall at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107 56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. App. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957. The provisions of this paragraph shall survive the Closing of title to the Unit or termination of this Agreement.

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

Any failure by Purchaser to keep the terms and conditions of the Purchase Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth therein.

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

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

Pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (a) the purchaser is a "Legal Entity" as defined in the Order; (b) the purchaser purchases residential real property located in the Boroughs of Manhattan, Brooklyn, Queens, Bronx or Staten Island; (c) the total purchase price is in excess of $300,000.00 in the Boroughs of Manhattan, Brooklyn, Queens, Bronx or Staten Island; (d) the purchaser does not obtain a bank loan or similar form of external financing; (e) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer. The Order affects all residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., November 11, 2019, which date is subject to change by FinCEN.

ASSIGNMENT OF PURCHASE AGREEMENTS

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

Prior to, and for twelve (12) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit. Notwithstanding the foregoing, Sponsor shall consent to the sale of a Unit prior to the expiration of said twelve (12) month period in the event of (i) an involuntary relocation of the Unit Owner's primary place of employment to a location over fifty (50) miles from the Property if the location of the Unit Owner's primary place of employment is within fifty (50) miles of the Property at the time of the purchase of the Unit, (ii) an involuntary loss of Purchaser's primary means of employment, or (iii) the death of the Purchaser. Sponsor's consent shall be conditioned upon all profits from the sale of the Unit (minus customary closing costs and expenses) belonging to Sponsor.

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

EFFECTIVE DATE OF PLAN

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

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

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

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

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

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

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

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

TERMS OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

    A. Alley Recital in Deed made by Charles Lee and Isabella to Adam Thomson, dated 8/10/1831 and recorded 5/9/1832 in Liber 284 of Deeds, Page 535, with regard to the use of the Alley in common with the owners and occupants of the lots bounded on the Alley together with the covenants, conditions and/or restrictions contained therein. Purchaser's title policy will insure that there are no provisions contained therein which would prevent the use and occupancy of the Premises as a residential condominium unit.

B. Alley Recital in Deed made by Adam Thomson to Henry Ryer, dated 5/14/1832 and recorded 7/6/1832 in Liber 288 of Deeds, Page 145, with regard to the use of the Alley in common with the owners and occupants of the lots bounded on the Alley together with the covenants, conditions and/or restrictions contained therein. Purchaser's title policy will insure that there are no provisions contained therein which would prevent the use and occupancy of the Premises as a residential condominium unit.

C. Declaration of Zoning Lot Restrictions made by and between 360-364 Third Owner LLC and 366-368 Third Owner LLC, dated 5/2/2017 and recorded 5/25/2017 as CRFN 2017000197954.

D. Zoning Lot Development and Easement Agreement made by and between 360-364 Third Owner LLC and 366-368 Third Owner LLC, dated 5/2/2017 and recorded 5/25/2017 as CRFN 2017000197956.

E. Utility Easement Agreement made by and between 160 East 27th Owners Corporation and 366-368 Third Owner LLC, dated as of 3/30/2018 and recorded 5/7/2018 as CRFN 2018000151470. Purchaser's title policy will insure that there are no provisions contained therein which would prevent the use and occupancy of the Premises as a residential condominium unit.

F. Light and Air Easement Agreement made by and between 360-364 Third Owner LLC and 368 Third Owners LLC, dated 4/30/2018 and recorded 5/7/2018 as CRFN 2018000151472. Purchaser's title policy will insure that there are no provisions contained therein which would prevent the use and occupancy of the Premises as a residential condominium unit.

G. Agreement made by and among 366-368 Third Owner LLC, 360-364 Third Owner LLC and 160 East 27th Owners Corporation, dated 3/__/2018, a Memorandum of which was dated 3/__/2018, for which a Consent Order with Direction to Record dated 3/30/2018 was entered in the Supreme Court of the County of New York (Index No. 150587/2018) and recorded 5/11/2018 as CRFN 2018000158555. Purchaser's title policy will insure that there are no provisions contained therein which would prevent the use and occupancy of the Premises as a residential condominium unit.

13. **For Information Only:**

A. Zoning Lot Certification dated 4/28/2017 and recorded 5/25/2017 as 2017000197952.

B. Zoning Lot Description and Ownership Statement dated 5/2/2017 and recorded 5/25/2017 as CRFN 2017000197953.

C. Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development and Easement Agreement made by Signature Bank, dated 5/11/2017 and recorded 5/25/2017 as CRFN 2017000197955.

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

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

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

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

The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing. As set forth in the section of the Plan titled "Effective Date", in the event of a casualty which cannot be repaired for less than a cost which exceeds an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated with respect to the casualty by an insurance adjuster retained by Sponsor) and which occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such event all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

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

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

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be

allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

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

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

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

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

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

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

CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD

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

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

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

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

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

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

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

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

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

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

(j) vault charges or any substitute therefor, if any;

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

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

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium the sum equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing. This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed

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

Other than as set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Beginning July 1, 2021," no provision has been made for any Reserve Fund or for any Working Capital Fund other than as set forth above.

CLOSING OF TITLE TO UNITS

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

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

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

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

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

(4) The serving by personal delivery or registered or certified mail to the Purchaser written notice of the closing date not less than thirty (30) days prior to closing of

title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

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

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

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

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

a. Payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Sponsor recommends that Purchaser order such insurance from Royal Abstract of New York LLC, ("Royal Abstract") having an office at 500 fifth Avenue, Suite 1540, New York, New York 10010 (Tel. No. 212-376-0900), Attention: Harry Erreich. Obtaining title insurance from Royal Abstract of New York LLC shall facilitate the closing and avoid unnecessary delays. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. Purchasers are advised that obtaining title insurance from another title insurance company and/or abstract company may cause a delay of the closing of title to the Unit. If Purchaser elects to obtain title insurance from another title insurance company and/or abstract company, there shall be no additional cost to Purchaser due to such choice.

Purchaser will pay the premium for title insurance, which will vary depending upon the purchase price of the Unit. If ordered from Royal Abstract of New York LLC, the premiums as of the date of this Plan will be discontinued by reason of the initial sale of the Unit by Sponsor.

CLOSING COSTS

The estimated closing costs and expenses to be borne by each Purchaser are set forth below. Recording charges, fees, title costs and taxes are based on rates in effect on the date of the Plan and are subject to change without notice.

THE BELOW SCHEDULE APPLIES TO PURCHASE PRICES UP TO $999,999.99 ONLY:

a) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. The premium for fee title insurance if ordered from Royal Abstract will be $342.00 for the first $63,000.00 of fee insurance plus $3.30 for each $1,000.00 of additional fee insurance up to $100,000.00. For additional rates please see chart below.

FEE AMOUNT	PREMIUM		
$ 100,000.00	$ 460.00	+ $2.59 per thousand up to	$ 200,000.00
$ 200,001.00	$ 721.00	+ $2.60 per thousand up to	$ 450,000.00

FEE AMOUNT	PREMIUM		
$ 450,001.00	$ 1,368.00	+ $2.58 per thousand up to	$ 500,000.00
$ 500,001.00	$ 1,498.00	+ $2.37 per thousand up to	$ 750,000.00
$ 750,001.00	$ 2,090.00	+ $2.36 per thousand up to	$ 999,999.00

THE BELOW SCHEDULE APPLIES TO PURCHASE PRICES OF $1,000,000.00 AND OVER ONLY:

The discounted premium for owner's title insurance is seventy percent (70%) of the sum of $402.00 for the first $35,000 of fee insurance plus from $4.67 for each $1,000 of additional fee insurance up to $50,000. For additional rates, please refer to the schedule below.

FEE AMOUNT	PREMIUM		
$ 50,001.00	$ 351.00	+ $3.80 per thousand up to	$ 100,000.00
$ 100,001.00	$ 541.00	+ $3.05 per thousand up to	$ 500,000.00
$ 500,001.00	$ 1,762.00	+ $2.79 per thousand up to	$ 1,000,000.00
$ 1,000,001.00	$ 3,155.00	+ $2.56 per thousand up to	$ 5,000,000.00
$ 5,000,001.00	$ 13,406.00	+ $2.28 per thousand up to	$10,000,000.00

b) If a Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from Royal Abstract, the premium for the mortgage title insurance will be at a simultaneous rate. The premium for mortgage title insurance will be computed using the "Basic Rate" schedule as described below. The premium on the amount of the loan policy that does not exceed the owner's policy shall be calculated at thirty percent (30%) of the regular scheduled rate for loan policies. For example:

LOAN AMOUNT	PREMIUM		
$ 35,000.00	$ 72.00	+ $1.17 per thousand up to	$ 50,000.00
$ 50,001.00	$ 90.00	+ $ .95 per thousand up to	$ 100,000.00
$ 100,001.00	$ 137.00	+ $ .77 per thousand up to	$ 500,000.00
$ 500,001.00	$ 443.00	+ $ .70 per thousand up to	$ 1,000,000.00
$ 1,000,001.00	$ 791.00	+ $ .64 per thousand up to	$ 5,000,000.00

Purchasers are required to accept such title as Royal Abstract, as agents for First American Title Insurance Company and/or Stewart Title Insurance Company will provide, approve and insure and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the Terms of Sale section of this Plan. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception to title if Royal Abstract, as agents for First American Title Insurance Company and/or Stewart Title Insurance Company, is willing to insure Purchaser's title

without such exception, at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. In the event there is a delay in the closing of title to a Unit due to clearance of title issues or otherwise as a result of Purchaser utilizing a title company other than Royal Abstract, as agents for First American Title Insurance Company and/or Stewart Title Insurance Company, Purchaser will be responsible for the additional closing costs as provided for in the Purchase Agreement and in this Section of the Offering Plan.

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

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

b. Recording fee for recording the deed and power of attorney of approximately $600.00;

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

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

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Royal Abstract, as agents for First American Title Insurance Company and/or Stewart Title Insurance Company as of the date of this Plan and as set forth in subparagraph a. above.

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

$500,000.00 and 1.925% less $30.00 for mortgages of $500,000.00 or more;

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

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

d. New York City Real Property Transfer Tax ("NYCRPT"), which is currently equal to one percent (1%) of the purchase price with respect to the Residential Units which are sold for less than $500,000.00 and which has been increased to 1.425% where the consideration is equal to or greater than $500,000.00. The non-residential rates where consideration is $500,000.00 or less, and where consideration is greater than $500,000.00, are 1.425% and 2.625%, respectively. It is customary in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes in (e) immediately below;

The payment of real estate transfer taxes is the statutory obligation of the seller. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT and New York State Transfer Taxes ("Deed Stamps") to be paid for the Unit and any Storage Room License, as well as the Purchaser's payment of Sponsor's legal fees as set forth in g. below;

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

e. New York State Real Estate Transfer Taxes ("Deed Stamps"), which are currently at the rate of $2.00 per each $500.00 of consideration or part thereof. However,

pursuant to revisions to the State Tax Law, Section 1402-a, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), a higher rate of $3.25 per each $500.00 of consideration or part thereof shall be applicable to (i) conveyances of residential real property where consideration is $3,000,000.000 or more, and (ii) conveyances of any other real property where consideration is $2,000,000.00 or more. For avoidance of doubt, the current rate of $2.00 per each $500.00 of consideration or part thereof shall continue to apply with respect to each conveyance of residential real property where consideration is less than $3,000,000.00, and with respect to each conveyance of any other real property where consideration is less than $2,000,000.00. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT and Deed Stamps to be paid for the Unit and any Storage Room License, as well as Purchaser's payment of Sponsor's legal fees as set forth in g. below.

In the event that the taxing authority of the City of New York determines that the conveyance of either (i) a Residential Unit together with a Storage Room, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration, as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00 and the higher Deed Stamps rate of $3.25 for each $500.00 of consideration or part thereof shall apply where the aggregate consideration is $2,000,000.00 or more. This higher rate would be applicable even if such total consideration is less than the $3,000,000.00, which is the minimum where such higher rate would be applicable to residential real property.

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

g. Legal fee of Sponsor's attorneys in the amount of $3,000.00 per Unit, payable to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of the Purchaser, Purchaser's attorney, Purchaser's lender, or title company;

Furthermore, a legal fee of $350.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable by Purchaser for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a

legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any;

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

i. Under the State Tax law, Section 1402-a, an additional tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). However, pursuant to revisions to the State Tax Law, specifically the addition of Section 1402-b thereto, for conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), the following higher rates for the Mansion Tax shall be applicable: (i) 1.25% of consideration with respect to each conveyance where such consideration for the entire conveyance is $2,000,000.00 or more but less than $3,000,000.00; (ii) 1.50% of consideration with respect to each conveyance where such consideration for the entire conveyance is $3,000,000.00 or more but less than $5,000,000.00; (iii) 2.25% with respect to each conveyance where such consideration for the entire conveyance is $5,000,000.00 or more but less than $10,000,000.00; (iv) 3.25% with respect to each conveyance where such consideration for the entire conveyance is $10,000,000.00 or more but less than $15,000,000.00; (v) 3.50% with respect to each conveyance where such consideration for the entire conveyance is $15,000,000.00 or more but less than $20,000,000.00; (vi) 3.75% with respect to each conveyance where such consideration for the entire conveyance is $20,000,000.00 or more but less than $25,000,000.00; and (vii) 3.90% with respect to each conveyance where such consideration for the entire conveyance is $25,000,000.00 or more. For avoidance of doubt the current rate of one percent (1%) of consideration shall continue to apply with respect to each conveyance where such consideration for the entire conveyance is $1,000,000.00 or more but less than $2,000,000.00. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of the NYCRPT and Deed Stamps to be paid for the Unit and any Storage Room License by Purchaser as well as Purchaser's payment of Sponsor's legal fees. Purchasers should note that for purposes of this discussion of transfer taxes, "residential real property" shall include a one, two, or three-family house, an

individual condominium unit (including an individual Residential Unit hereunder), or a cooperative apartment, that is or may be used, in whole or in part, as a personal residence, and that, as explained hereinabove, the transfer of a Residential Unit together with a Storage Room License could potentially trigger the non-residential tax rates.

In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Transfer Tax and Deed Stamps to be paid for the Unit by Purchaser, as well as Purchaser's payment of Sponsor's legal fees as set forth in g. above.

Furthermore, in the event the City or State of New York shall promulgate a new or additional real estate transfer tax that shall apply to a transaction contemplated hereunder (e.g., a City equivalent of the state's "Mansion Tax"), such transfer tax shall be payable solely by the Purchaser.

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

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

Notwithstanding anything hereto the contrary, if, through no fault of Sponsor, Purchaser fails for any reason to close title to his Unit on the originally Scheduled Closing Date, or the Adjourned Closing Date (as defined in the form Purchase Agreement set forth in Part II of the Plan), and Sponsor does not have the right to, or elects not to, cancel this Agreement as a result

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

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

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on July 1, 2021, Sponsor will have paid the real estate taxes for the Property through December 31, 2021. Sponsor shall place in escrow with the Condominium Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for six (6) months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for all or part of this six (6) month period, then this six (6) month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. Therefore, if the First Unit Closing occurs on July 1, 2021, and real estate tax have been paid through December 31, 2021, then Sponsor shall not be required to place real estate taxes into escrow with the Condominium Board of Managers since six (6) months of real estate taxes will have already been paid. Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing or an amount necessary to pay the amount of allocated taxes for the Unit which will be due on the next tax payment date (which in New York City is either July 1st or January 1st). At the option of Sponsor, this funding may occur in addition to Purchaser paying such funds to its mortgagee, or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit. Alternatively, and notwithstanding anything herein to the contrary, in the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, the Board of Managers may elect to have each Unit Owner pay to the Board, as an Assessment or as Additional Common Charges, his, her or its pro rata share (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property. The Board of Managers will then pay such taxes either to the Finance Administration of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes.

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

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

2. Mortgage Tax Credit

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

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

If Sponsor has paid a mortgage recording tax for a construction loan and/or blanket mortgage on the Property and in the event that a mortgage tax credit becomes available

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

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

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

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

A numerical example for the costs set forth in this section of the Offering Plan for a typical Residential Unit, such as Unit 5B, with (i) a purchase price of $2,000,000.00 and a mortgage of $1,600,000.00, (ii) an estimated allocated share of fifty percent (50%) of the Total Purchase Price for the Superintendent's Unit together with fifty percent (50%) of the related closing costs, totaling $9,623.82 ($9,151.39 + 446.94 = $9,623.82), and (iii) closing costs and adjustments for Unit 5B, are estimated and set forth below. Tax, insurance and recording rates are subject to change.

1. Title insurance for fee and mortgage, $9,356.00 ($7,761.00 fee) ($1,595.00 mortgage);

2. recording costs for deed and power of attorneys $600.00;

3. mortgage recording tax (including payment to Sponsor pertaining to mortgage tax credit, if any) $30,770.00;

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

5. New York City Real Property Transfer Tax $29,063.66;

6. New York State Real Estate Transfer Taxes (deed stamps) $8,160.00;

7. New York State Mansion Tax $25,494.43;

8. Working Capital Fund Contribution (2 months Common Charges) $2,834.34;

9. legal fee of Sponsor's attorney (assuming the closing takes place in the office of Sponsor's attorneys, no assignment and no unauthorized delay in closing by Purchaser) $3,000.00;

10. real estate tax escrow –

For a closing occurring on July 1, 2021, 1st half 2021/2022 real estate taxes will have been paid. Therefore, for 2nd half 2021/2022 real estate taxes, due January 1, 2022, six (6) months of real estate tax escrow would be picked up. For example, for Unit 15A, this amount would be estimated at approximately $9,805.92 based upon the estimates in Schedule A for the First Year of Condominium operation. It is also noted that a July 1, 2021 closing where the 1st half of 2021/2022 real estate taxes are paid would mean the Purchaser would have to reimburse Seller for six (6) months of real estate taxes. For Unit 15A, based upon the estimates in Schedule A for the First Year of Condominium operation, this amount would equal approximately $9,805.92.

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include, purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal

fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.

11. Total estimated costs for items 1 through 9 above equal approximately $109,928.43.

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. In the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers, will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days after the presentation of the rescission amendment. Currently, there is no timeline for withholding or releasing additional Units onto the market.

The project is being financed from Sponsor's own funds and construction loan financing from Bank Leumi USA, a New York banking corporation having an office at 579 Fifth Avenue, New York, New York 10017 (hereinafter the "Construction Lender"). The construction loan closing took place on October 31, 2018. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will partially release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

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

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

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost, complete the construction of the Units and Common Elements substantially in accordance with the plans and specifications described herein. If any work still remains to be done to complete such work, provided such work will not prevent the issuance of a permanent Certificate of Occupancy, Sponsor, at Sponsor's own cost and expense, will perform or

cause all such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units or Common Elements.

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

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

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any Storage Room, including, but not limited to, increasing the number of Storage Rooms in its sole discretion.

Changes will be made in the size or number of Units, their respective percentage of Common Interest, or in the amount or quality of Common Elements, except as otherwise provided herein, only with the consent of all Unit Owners directly affected, and by amendment to the Plan and also by amendment to the Declaration if the Declaration was filed prior to such change. To be directly affected the change in the size of a Unit must be to such Unit Owner's Unit or the change must be to his or her percentage of Common Interest or in the amount or quality of Common Elements which he or she is entitled to use. However, Sponsor shall not be obligated to obtain consent of any Unit Owner for changes made prior to the execution of a Purchase Agreement for the affected Unit or Units, provided such changes are made by amendment to the Offering Plan and to the Declaration if the Declaration was filed prior to such change.

Changes to the size, layout or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser shall be made only with the written consent of the Purchaser of such Unit. Notwithstanding the foregoing, such changes may be made, provided all directly affected Unit Owners consent in writing to such change and all directly affected Purchasers who are still contract vendees and who either consent in writing to such changes or are given the right to rescind and receive from Sponsor a return of any deposit or Down Payment for fifteen (15) days from the date of mailing or personal delivery of written notice from Sponsor.

Further, Sponsor cannot make a material adverse change with respect to a Storage Room License Agreement for which there is an executed Purchase Agreement without the Purchaser's consent or granting the right to rescind his Purchase Agreement as to the affected Storage Room License. Should the Purchaser make a timely election to rescind pursuant to a right of rescission offered by Sponsor, Sponsor shall return to Purchaser the portion of the deposit allocated to the applicable Storage Room License (i.e. 10%, or if applicable, 50%, of the Storage Room License Payment), and the Total Purchase Price shall be reduced by the amount of the applicable Storage Room License Payment specified in the Purchase Agreement.

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

   Any amount(s) retained in escrow pending the delivery of a permanent certificate of occupancy and the architect's certification(s) certifying such amount(s) will be included in each post closing amendment to the Plan until the permanent certificate of occupancy is obtained.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

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

if Sponsor permits Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

Purchasers should note that even if the First Closing occurs on or before July 1, 2021 or within the twelve (12) month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. In such case, provided Sponsor is in compliance with its obligations under the Plan, Purchasers will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Units. PROSPECTIVE PURCHASES SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

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

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

Notwithstanding anything herein to the contrary, until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that all Unit Owners will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's

proportionate share (based upon each Unit's Percentage Common Interest) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan.

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

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

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

On three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect.

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

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

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

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

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

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

With regard to any model Unit, which Unit or Units ("Model Unit") shall be designated by Sponsor in Sponsor's sole and absolute discretion, shall be delivered by Sponsor to a Purchaser in "AS IS" condition, including but not limited to normal wear and tear. Upon such designation of a Model Unit in the Building, Sponsor shall amend the Plan to disclose which Unit is the Model Unit. Except the requirement to construct the Model Unit in accordance with the new Building Plans approved by the Department of Buildings of the City of New York and all applicable codes and laws, Sponsor shall have no further obligations with regard to any Model Unit. Sponsor shall be under no obligation to repaint or repair anything in a Model Unit, including but not limited to, refinishing the floors in a Model Unit, repairing any appliance in a Model Unit or painting any room in a Model Unit.

Notwithstanding anything herein to contrary, as limited by the above provisions of this Paragraph numbered 7, the Sponsor warrants that the Building, including the Units and the Common Elements, will be constructed in accordance with the New Building Plans approved by the Department of Buildings of the City of New York and all applicable codes and laws.

8. The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing.

As set forth in the section of the Plan titled "Effective Date," in the event casualty which cannot be repaired for cost of less than an amount equalling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of a damaged Unit, then the following shall be applicable: The Purchase Agreements for all Units, other than "Affected Units" (as previously defined in the section of the Plan titled "Terms of Sale"), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

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

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

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

9. Sponsor shall deliver to The Board of Managers a set of final architectural plans upon completion of the project and, to the extent they exist and are available, any maintenance manuals for the mechanical systems and equipment in the Building.

10. Sponsor shall procure on behalf of and at the expense of the Condominium, prior to the First Unit Closing, the insurance policy(ies) provided for in Schedule B of Part I of the Plan.

11. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions, and shall be obligated to indemnify the Board of Managers and the Unit Owners against any such suits or proceedings.

Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

Sponsor's representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

12. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

13. In the event of the dissolution or liquidation of the Sponsor or the transfer of the lessor of ten (10) Units or twenty percent (20%) or more of the total number of Units in the Condominium, the principals of the Sponsor will provide financially responsible entities

or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction or rehabilitation of buildings.

15. During the time the principal of the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

16. Although it is the intent of Sponsor to sell all of the Residential Units, the Sponsor, its successors, assigns or designees, may offer all or any Unsold Units, for lease to contract vendees prior to or after Consummation of the Plan pursuant to Interim Use and Occupancy Agreements or to non-interim lessees after Consummation of the Plan. Purchasers of any such leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

    Additionally, all of the Storage Room Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-2 located in Part I of the Offering Plan.

    Since there are only forty-six (46) Storage Room Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses will be sold to an individual purchaser.

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

17. At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such

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

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

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to his Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 18 of this section shall survive delivery of the deed. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Units, Common Elements and Limited Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in Paragraph "a" above, such rights reserved to Sponsor and its designee(s) specifically include the following:

1) The right to maintain any vacant and Unsold Unit(s) as general, construction and sales and leasing office(s) and/or Model Residential Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units, as well as Storage Rooms and all other Common Elements and Limited Common Elements, to prospective purchasers or lessees;

2) Right of access in and to Units, Storage Rooms, Common Elements and Limited Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3) Right to show vacant or leased Units and Storage Rooms;

4) Utility and other easements for the benefit of Unit Owners, Common Elements and Limited Common Elements.

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agrees to repair damage directly attributable to and caused by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, Storage Room or other Common Element or Limited Common Element subject to filed amended plans and/or specifications, and consistent with the terms of this Plan.

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

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Notwithstanding the above to the contrary, Sponsor, while it maintains voting control of the Board of Managers, will provide levels of maintenance, facilities and services consistent with those set forth in "Schedule B, Project Budget For First Year of Condominium Operating Commencing July 1, 2021."

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

the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) any contingency fund and/or capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and (b) Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with: the offer and sale or leasing of Units at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, a member of the Board of Managers may be removed from office with or without cause by the affirmative vote of Unit Owners owning in the aggregate a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner as a Sponsor-designee) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Unit

Each Unit Owner is free to sell or lease his Unit, except that a Residential Unit Owner must first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws of the Condominium. Any such lease of a Residential Unit shall be substantially in the form for apartment leases prepared by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., except as otherwise provided in the By-Laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

Notwithstanding the foregoing, the Sponsor, its designee, the Commercial Unit Owner, or a mortgagee acquiring title to a Unit in foreclosure or by deed in lieu of foreclosure, shall have the right to sell or lease Units and/or Storage Rooms owned by the Sponsor, its designee, the Commercial Unit Owner or such mortgagee without any requirement that the same be offered to the Board of Managers prior to such sale or lease as required pursuant to the aforementioned Article and Section of the By-Laws. The Board of Managers shall be required to cooperate in providing appropriate physical access to any such Unit and related Common Elements, as well as all financial information regarding same.

The Sponsor also hereby reserves the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor reserves the right to lease Units to non-purchasers without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law. If, in fact, prior to the sale of a Unit, the Sponsor leases such Unit to any person or entity who does not purchase, the initial purchaser thereof will be purchasing a Unit that has been previously occupied. In all such cases Sponsor will deliver title to such Units at closing free and clear of any tenancy or occupancy. No amount paid as either rent or security under the lease will be credited towards the purchase price. Sponsor also reserves the right to use license agreements in lieu of or in addition to the leases.

With regard to a Storage Room License, the following restrictions apply. A Storage Room License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room License in question will devolve to the Board of Managers which will have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Rooms to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the

Condominium. However, a Storage Room License may only be sold by Sponsor or a Sponsor-designee to a Residential Unit Owner.

Each purchasing Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an Interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Each Conveyance of Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

The Condominium Board may not discriminate against any person for a reason proscribed by the laws of the State of New York.

A Unit Owner may, without restriction, make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or to pass same by intestacy.

No residential lease shall be entered into by Sponsor having a commencement date which is prior to the issuance of a temporary or permanent Certificate of Occupancy for the Building, or, alternatively, the issuance of a temporary Certificate of Occupancy for the Unit which permits lawful use of the leased Unit.

With the exception of the Commercial Unit, no portion of a Unit other than the entire Unit may be leased.

The Board of Managers shall have the authority to promulgate additional rules regarding use of, and access to, the Storage Rooms and the procedures for assigning the Storage Room Licenses. As part of the sale of his Unit, or with regard to the sale of a Storage Room License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Room License to the Board of Managers which shall be authorized to reissue such Storage Room License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale. Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. A copy of the Storage Room License to be executed at Closing is set forth as Exhibit "B" to the Purchase Agreement which is included in Part II of the Offering Plan. The Storage Rooms are located on the cellar level, fourth floor and sixth floor of the Building and the Sponsor and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who

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

Mortgage of Units

As stated in Article VIII, Section 11 of the Condominium's By-Laws, each Unit Owner is free to mortgage his Unit, provided that any mortgage encumbering a Residential Unit shall be a first mortgage or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee, or to the Seller of such Unit(s). Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures set forth in the Offering Plan and Purchase Agreement, if any. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. The Sponsor, its designee and/or the Commercial Unit Owner may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions. Such restrictions also do not apply to Unsold Units. Sponsor makes no representations as to Federal Housing Administration ("FHA") or Fannie Mae Mortgage requirements, which are subject to change at any time, and which Purchasers are encouraged to discuss with Purchaser's attorneys prior to entering in a Purchase Agreement. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE PROCEDURES FOR MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT, IF ANY. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearage for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens therefor.

Sponsor reserves the right, through itself, an affiliate and/or a Sponsor-designee, to offer financing to purchasers. As of the date of filing of the Plan, however, Sponsor does not intend to offer such financing.

Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of other Units to use and maintain all pipes, ducts, cables, wires, conduits, public utility lines or other Common Elements located in other Units and serving his Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of the Building, or as a result of restoration of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings,

or by reason of any alteration made by the Board of Managers to the Common Elements so that any such encroachment may remain undisturbed so long as the Building stands. The Board of Managers, through a designated manager, managing agent, or their employees or other designee shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements, Limited Common Elements or any other Unit.

Use of Units

The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitee shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partners, member, fiduciary, beneficiary, principal of employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of any of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail or restaurant uses, or for any other lawful purpose. The Owner of the Commercial Unit and any tenant or tenants of such Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, to install, repair and maintain either within or in the immediate location of such Unit below the windows at the second floor level and on the sidewalks adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use

any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Commercial Unit Owner and any tenant or tenants thereof, shall have the right, and an easement, without charge or limitation, to erect or install, repair and maintain, a canopy, awning and/or automatic teller machine ("ATM") at any entrance to the Building which services the Commercial Unit, or in the immediate location of the Commercial Unit, without prior written consent of the Board of Managers. Such Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant(s) shall obtain and pay for all permits required for such signs, canopies, awnings and/or ATM, and any necessary renewal fees to the extent they are applicable to such installations.

The Commercial Unit Owner shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. Such Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owner or their tenants shall obtain and pay for all permits required for such installation and any necessary renewal fees.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room will not be applicable to a Storage Room held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the

Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused at the sole discretion of the Board of Managers, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

No exterior of any Residential Unit, including the roof terraces or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any private terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the balcony or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3") inches from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly

upon the surface of such private terrace, but shall stand on supports at least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows or open terraces or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and

regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including, (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any government agency shall be payable by the Unit Owner as additional Common Charges.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

Except for Units owned by Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of the Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of the Commercial Unit shall increase the rate of hazard and

liability insurance for such area and improvements situated thereon, the Owner of the Commercial Unit shall pay the increase.

Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

Nothing shall be done or kept in any Residential Unit or in the Common Elements, including but not limited to the Storage Rooms, that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, including but not limited to the Storage Rooms, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit and/or Storage Room at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit and/or Storage Room for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or Storage Room for its permitted purposes.

The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit and/or Storage Room. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit and/or Storage Room without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner

must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit and/or Storage Room promptly after such Unit Owner moves into his Unit and/or Storage Room, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit and/or Storage Room. If Sponsor or the Board of Managers must gain access to a Residential Unit and/or Storage Room for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit and/or Storage Room caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit and/or Storage Room at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit and/or Storage Room without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

The use of (i) the common roof terrace at the main roof of the Building; (ii) the residential Storage Rooms located at the cellar, fourth floor and sixth floor of the Building; (iii) the media room together with the adjacent half bathroom, and the party room, all located at the 2nd floor; (iv) common laundry room located at the cellar level of the Building and (v) bike storage rooms located at the cellar level and 5th floor of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

The use of the gym/fitness room and yoga/pilates studio on the 2nd floor of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise, gym, yoga and/or pilates equipment.

Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the main roofs of the Building.

No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective family members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective family members', guests', domestic employees', agents', visitors' or licensees' failure to abide by the provisions of this paragraph shall be borne solely by the Owner of such Residential Unit causing the damage.

At such Unit Owner's sole cost and expense, a Unit Owner who has the exclusive use of a private roof terrace, shall be subject to the following obligations with regard to any and all landscaping located on or separating said roof terrace from other private roof terraces and/or the common roof terrace at the Building:

i. The Unit Owner shall maintain all screen planting, including the fertilization and pest control thereof;
ii. All dead plants shall be replaced as soon as the planting season allows (Fall and Spring – the Unit Owner is responsible to check applicable Fall planting hazard list for those plants that can only safely be planted in Spring). New plants must match original specifications, including genus, species and size, as existed on the

date of closing of title to the Unit. The approved list of existing plants will be on file with Managing Agent;

iii. Any changes to the planting design must be reviewed and approved in writing by the Board of Managers;

iv. All plants must be maintained in good health throughout the year;

v. Soil depth may not be increased, nor may it be piled against any privacy fencing;

vi. Plants may not be trimmed, pruned, or shaped to diminish screening and visual separation between terraces without the consent of Managing Agent;

vii. Trees that suffer storm damage shall be assessed by an arborist for recommendations regarding replacement or compensatory pruning to maintain screening capacity and optimal plant health;

viii. Shrubs that suffer storm damage shall be assessed by a qualified horticulture professional and replaced or pruned to maintain screening capacity and optimal plant health;

ix. Increasing the height of privacy fences is strictly prohibited by law (Landmarks Preservation Commission).

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

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit and/or Unsold Storage Room unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit or the Commercial Unit Owner unless agreed to by the Commercial Unit Owner.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses when due. Common Charges for each Unit which shall include "Shared Expenses" and either "Residential Common Expenses" attributable to the Residential Units only, or "Commercial Common Expenses" attributable to the Commercial Unit only, as set forth in "Schedule B, Projected Budget For First Year Of Condominium Operation Beginning July 1, 2021" herein and further defined in the footnotes thereto, and shall be determined by multiplying that Unit's Contributing Share by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and

payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund or Assessment for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements.

The Board of Managers shall also take prompt action to collect any Storage Room License Fees and any Assessment due from any Unit Owner which remains unpaid. For purposes of collection, all License Fees due from Unit Owners shall be deemed Common Charges and the Board shall have all rights and remedies under the Declaration and By-Laws to collect same.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

On July 22, 1998 the Governor of the State of New York signed Real Property Law Section 339-kk, allowing a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not current on his or her common charges, assessments or late fees. In order to collect rents directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next

scheduled Board meeting (which must be held within 30 days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen (15) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance made by him of his Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting the exterior side of a Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning equipment or other mechanical equipment.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence,

misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) in the event there is more than one (1) Commercial Unit, by the Board of Managers as a Commercial Common Expense, if such Limited Common Elements is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not that it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense the individual Unit Owner whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v) at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner or Unit Owners, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's or Unit Owners' negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at rear of the Building and the maintenance of the alleyway adjacent to the rear of the property to the centerline of the alleyway shall be a Residential Common Expense.

Additions, Alterations and Improvements

A non-structural alteration to a Residential Unit or the Commercial Unit that does not affect the exterior of the Building or the value of other Units may be made by any Residential Unit Owner or the Commercial Unit Owner without consent of the Board of Managers. Notwithstanding the above to the contrary, Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit may also make structural alterations in any Unit owned by it, including the Commercial Unit, without prior consent of the Board of Managers. No Unit Owner other than the Sponsor or its designee as a holder of Unsold Units or the Commercial Unit Owner may make a non-structural or structural alteration which affects the exterior of the Building or the value of other Units without prior written approval of the Board of Managers. The Sponsor or its designee or the Commercial Unit Owner needs no such consent for any of their Units. No Unit Owner other than the Sponsor, or its designee, as a holder of Unsold Units or the Commercial Unit Owner, may make a structural alteration in a Unit, without the prior written approval of the Board of Managers. The Sponsor, or its designee or the Commercial

Unit Owner needs no such consent for any of their Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (a certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect/engineer consulted in connection with the request by a Unit Owner for approval of a structural alteration.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements or Limited Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Insurance

The insurance policies obtained by the Board of Managers shall provide that each Unit Owner shall be an additional insured. These policies shall provide fire and casualty insurance for the Building, liability insurance, Board of Managers' and officers' liability coverage and Workers Compensation and New York State Disability insurance. The specific amounts of coverage other than Workers' Compensation and New York Disability Insurance are noted in footnote numbered 12 in the section titled "Schedule B" located in Part I of the Offering Plan.

The insurance coverage does not include any coverage for losses either due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element or the cost of living elsewhere if a Unit is greatly damaged. Nor does it include liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element appurtenant to a particular Unit. Unit Owners should consult their insurance agent as to the availability of this insurance and any additional coverage which might be recommended.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, terrace, roof deck or yard). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Miscellaneous

In certain instances the Sponsor or its designee as the holder of Unsold Units and/or the Commercial Unit Owner, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one or more Units, and in the case of the Commercial Unit Owner, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, or in some cases the Commercial Unit Owner, adversely affect the Sponsor or its designee or the Commercial Unit Owner in any way, unless the Sponsor or its designee or the Commercial Unit Owner gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the Plan.

Board of Managers

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of not less than three and not more than seven persons. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

The Board of Managers of the Condominium for the period terminating upon the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety percent (90%) or (iii) two (2) years after the First Unit Closing, shall be selected by the Sponsor. During this period the Board of Managers will consist of three (3) individuals designated by Sponsor. The three individuals designated by Sponsor will be Lior Carucci and Yehuda Mor, who are principals of Sponsor, and/or one associate or employee of Sponsor. These individuals will resign as board members upon the termination of the aforesaid period and the Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of seven (7) Managers, within thirty (30) days after the expiration of the aforementioned period. Thereafter, elections to the Condominium Board will be held at the regular annual meeting of Unit Owners. The calling of the first annual meeting to elect a Condominium Board does not require Sponsor to surrender control of the Board. Sponsor control provisions are set forth in the next paragraph. The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Each of the members of the seven (7) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members designated or elected by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers

designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, Managers may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner as a Sponsor-designee) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

As long as the Sponsor or a Sponsor designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to elect or designate at least four (4) of seven (7) members of the Board of Managers or in any event a majority of the members of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one (1) Unit but less than ten percent (10%) in Common Interest allocated to the Residential Units, the Sponsor or Sponsor-designee shall have the right to elect or designate no more than three (3) of the seven (7) members of the Board of Managers and in any event the right to elect or designate a number of members of the Board which equals one (1) less than a majority of the Board. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in the event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to, determination of the Common Charges, including the Shared Expenses to be paid by the Commercial Unit Owner, adoption of rules and regulations covering the details of the Property, opening of bank accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board

of Managers and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for capital replacements and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. As set forth in the Plan, in the section titled "Management Agreement and other Contractual Arrangements," at or immediately prior to the First Unit Closing the Board of Managers shall enter into a management agreement with FirstService Residential New York, Inc. for a term of at least one (1) year, commencing on the date of the First Unit Closing, at an annual fee of $60,000.00 being payable in twelve (12) equal monthly installments.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

The principal officers of the Condominium shall be: The President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Other than an officer designated by the Sponsor, Sponsor's designee, or the Commercial Unit Owner as a Sponsor-designee, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its judgment may be necessary. All officers shall serve without compensation from the Condominium. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners. The Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take

and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium. The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors, (except painting the exterior side of a Unit entrance door) windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s) shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment which only services their Unit.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) in the event there is more than one (1) Commercial Unit, by the Board of Managers as a Commercial Common Expense, if such Limited Common Element is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving

nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner or Unit Owners, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's or Unit Owners' negligence, misuse or neglect. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the rear of the Building and the maintenance of the alleyway adjacent to the rear of the property to the centerline of the alleyway shall be a Residential Common Expense.

The Board of Managers and Managing Agent shall have a right of access to any Unit, and if applicable, to such Unit Owner's Storage Room, for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit, Storage Room or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof.

Additionally, the Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the Residential Units, Residential Limited Common Elements, Residential Unit Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and/or private terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof areas.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: Fire insurance with extended coverage, insuring the Building, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items, but exclusive of footings and foundations and without

deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker or the amount of insurance necessary to avoid the effects of co-insurance. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building as set forth in Note 12 of the Projected Budget for the First Year of Condominium Operation shall be $65,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in Article XII, Section 5 of the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (i) worker's compensation and disability benefits insurance for Condominium employees, if any, (ii) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements, including any of the sidewalks in front of the Building, or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit, (iii) such other insurance, including but not limited to, boiler, elevator and machinery coverage, water damage legal liability coverage as the Board of Managers may determine. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00, covering all claims for bodily injury with respect to any one occurrence, together with a Commercial umbrella policy in the amount of $50,000,000.00.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, terrace, roof deck or yard). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

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

Notwithstanding the foregoing or any other provisions of these By-Laws, any insurance maintained by the Board of Managers shall not obviate the obligations of the Unit Owners with respect to insurance, maintenance, and/or repair of their respective Units, and if applicable, appurtenant Limited Common Elements (including, but not limited to, the obligations of Unit Owners with respect to fixtures initially installed in their respective Units by the Sponsor or by prior construction).

In the event of a fire or other casualty which destroys or substantially damages less than seventy-five percent (75%) of the Building the insurance proceeds shall be dedicated to the repair and/or renovation of the Building and the Units, but not the repair or replacement of any improvements made by individual Unit Owners. If the cost of such repair exceeds the insurance proceeds available the excess cost shall constitute a Common Expense and Unit Owners may be accordingly assessed an amount which shall be in proportion to their respective Common Interests.

In the event of a fire or other casualty in which more than seventy-five percent (75%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least seventy-five percent (75%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Notice of Meetings; Reports to Unit Owners

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

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, his undivided interest in the Common Elements, together with his interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to his Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee or the Commercial Unit Owner, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal.

In the event the Board does exercise its right of first refusal, the acquisition or lease of the Unit may be made from the working capital and Common Charges or, if such funds are insufficient, the Board of Managers may assess each Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of Common Interest or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Unit. In the event any Units are acquired or leased by the Board of Managers the title or

lease shall be held by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interests. Such Unit, while owned or leased by the Board of Managers, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Power of Attorney

Each Unit Owner, at the closing of title to his Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney", designating the Board of Managers and their successors, as his attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units and/or Storage Rooms acquired by the Board of Managers or their designee, on behalf of all Unit Owners. Failure to execute the Power of Attorney is a default under the Purchase Agreement.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest, in the aggregate, equals or exceeds sixty-seven percent (67%). However, for as long as Sponsor or its designee owns title to one or more Units, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in the sole discretion of Sponsor or its designee, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely effect the

Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner.

The Condominium Declaration may be amended by an affirmative vote at a duly held meeting by Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest equals, in the aggregate, at least sixty-seven percent (67%), provided, however, that (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee of such Unit, or Units, if any; (iii) no amendment may change the percentage of Common Interests allocated to any Unit, or Units, without the written consent of such Owner; and (iv) no amendment shall adversely affect the Sponsor or its designee or the Commercial Unit Owner, without the prior written consent of Sponsor or such designee or the Commercial Unit Owner, as the case may be.

Termination

The Condominium may be terminated by withdrawing the Property from the provisions of the New York Condominium Act, by an affirmative vote of not less than eighty percent (80%) of Unit Owners in number and whose percent of Common Interest equals, in the aggregate, not less than eighty percent (80%) and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. The Sponsor shall not cast the votes of any Unsold Units it holds for such withdrawal unless votes equaling eighty percent (80%) in number and of the Common Interest have been so cast or unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have voted to terminate. If the Unit Owners vote to terminate the Condominium the Property shall be subject to an action for partition by any Unit Owner or lienor and the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided that no Unit Owner shall receive any payment until there has first been paid out of such Unit Owner's share of the net proceeds all liens on his Unit.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

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

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall (i) adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs, and (ii) place in escrow with the Escrow Agent, an amount equal to the unpaid real estate taxes for six (6) months from the Closing Date. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest. Alternatively, and notwithstanding anything herein to the contrary, in the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, the Board of Managers may elect to have each Unit Owner pay to the Board, as an Assessment or as Additional Common Charges, his, her or its pro rata share (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property. The Board of Managers will then pay such taxes either to the Finance Administration of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes.

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

The Sponsor's estimate of the project real estate taxes for the Units to be levied by New York City during the First Year of Condominium operation is based upon an estimate provided by Paul J. Korngold, Esq., of Tuchman, Korngold, Weiss, Liebman & Lindemann, LLP located at 6 East 45th Street, 7th Floor, New York, NY 10017 ("Korngold"), and information available to the Sponsor at the date of this Plan. A copy of the Korngold letter is set forth in the section of Plan titled "Estimate of Post Construction Assessment" located in Part I of the Plan.

For a detailed discussion of projected real estate taxes, see Notes 8 and 9 of the section of the Plan titled, "Notes to Schedule A," located in Part I.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

Sponsor, to the best of its knowledge, is not aware of any application to protest the current assessment of the Property and in the event an application is filed prior to the First Unit Closing, will amend the Offering Plan to disclose same.

The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium Operation, and (ii) upon 100% completion of the Sponsor's renovations to, and construction of, the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT. It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation will not be based on a fully constructed or complete Building but instead on a partially completed Building. It is assumed for projection purposes that the Property will be fully assessed for the 2022/2023 tax year.

In addition, upon 100% completion of the construction by Sponsor, which is assumed to be subsequent to January 5, 2021 but prior to January 5, 2022 for assessment purposes, and the implementation of the post construction actual total assessment of the Property, the post construction actual assessed valuation for all of the Residential Units has been projected by Korngold, as $ 18,942,778.00. Based upon the completion date, this projected actual total assessment for the Property will not be effective until July 1, 2022 for the 2022/2023 tax year. Further, Korngold has projected the 2022/2023 tax rate for the Residential Units to be 12.8%. **BASED UPON THE PROJECTED AGGREGATE 2022/2023 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL OF THE RESIDENTIAL UNITS OF $18,942,778.00 AND A PROJECTED TAX RATE OF 12.8% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2022/2023 TAX YEAR WOULD BE APPROXIMATELY $ 2,424,676.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) OF SCHEDULE A LOCATED IN PART I OF THE OFFERING PLAN FOR EACH OF THE UNITS.**

The estimates are based on the further assumption that the final assessment when apportioned amongst the individual condominium tax lots will be apportioned to the Units in accordance with the proportion that each Unit's percentage of Common Interest bears to the aggregate Common Interest of all the Residential Units. **However, no assurance can be given that this method of apportionment of real estate taxes will be the final method used by the City of New York taxing authorities in establishing real estate taxes. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the Plan or as amended.** However, no representation or warranties are herewith given by the Sponsor that the actual assessed valuations of the Property will not exceed or be less than those amounts or that the City of New York will use any assumed method of apportionment.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion by D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, counsel to the Sponsor, in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year. It is the opinion of Sponsor's counsel that a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Such Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000.00 ($5,000.00 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code, as amended. The Federal limitation on the deduction for real estate taxes applies in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor or Sponsor's counsel make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact tax status of the Condominium Board is uncertain and no opinion has been rendered with

*All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,
(ii) qualifies and elects to be taxed under section 528, or
(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

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

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

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

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty five percent (85%)) of the square footage of the units must be used for residential purposes.

Under the Treasury regulations issued pursuant to section 528, a condominium management association must qualify annually for the election under section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of

the Condominium Board to elect the benefits of section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

A condominium management association meeting the requirements of section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will not qualify) or chooses not to elect the benefits of section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from nonresidential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The Sponsor's counsel have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify. Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" has been set forth in Part I of the Offering Plan as a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected expense in Schedule B of the Plan. Generally, a Condominium that fails to qualify under Section 528 will be taxed in the same manner as a C corporation. Beginning in 2018, the graduated corporate rate structure is eliminated and corporate taxable income is taxed at a 21% flat rate. To the extent a Condominium does not qualify under Section 528, the 21% rate will apply to net income of the Condominium. If total expenses equal total revenue, as indicated in the Schedule B of the Plan, there will not likely be a tax liability for failure to qualify under Section 528.

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

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

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

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000 is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528.

It is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability. However, the Condominium Board may elect to make an additional assessment in order to meet this tax liability. In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the

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

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

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COUNSEL'S INCOME TAX OPINION LETTER

October 29, 2019

The Board of Managers of
368 Third Avenue Condominium
368 Third Avenue
New York, New York 10016

Re: **Offering Plan for Condominium Ownership of Premises**
368 Third Avenue Condominium
368 Third Avenue
New York, New York 10016

Gentlemen/Mesdames:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The condominium units of 368 Third Avenue Condominium will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance and care of a multistory mixed-used building to be newly constructed at 368 Third Avenue, New

York, New York 10016. The newly constructed building will contain one hundred (100) Residential Units and one (1) Commercial Unit. The By-Laws of the Condominium provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code ("Tax Law"), the regulations ("Regulations") promulgated thereunder and such other materials as we deemed relevant as they exist as of the date hereof, and we have assumed that the closing under the Plan will occur in 2021 pursuant to said Code, Tax Law and Regulations as they currently exist.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000, in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A(d)(1) that the Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the

Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code. The Federal limitation on the deduction for real estate taxes applied in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for the full amount of real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

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

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the New York State Tax Law; Section 11.1715 of the Administrative Code of the City of New York. However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to twenty five percent (25%) of such deduction.

In addition to the Federal limitations on itemized deductions noted above, the benefit of a Unit Owner's deductions for interest and real estate taxes may be further reduced if the Unit Owner is subject to the Federal alternative minimum tax. Section 55 of the Code. It should also be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk" within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

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

Under Section 528, added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium Board's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly, while a Section 528 election may be contemplated, it is not possible at this time to express an opinion as to the Section's applicability and we assume for the first year of operation that the Condominium will not qualify under Section 528.

If the Condominium qualifies as a condominium management association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, common charges, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless, qualify in one or more future years.

Despite the information contained in Schedule A, the Description of the Property and Building Specifications and the Plot and Floor Plans to the Plan, we cannot affirmatively opine that the Property will or will not qualify as a condominium management association under Section 528 of the Code. Our inability to affirmatively opine is due to the uncertainty of the current state of the law as to what floor space specifically qualifies as total square footage for residential purposes (i.e., stairwells, lobby; terraces, etc.). Accordingly, we cannot opine as to whether the Condominium will or will not be eligible to elect to be created as a condominium management association under Section 528 of the Code.

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

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

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

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

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

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

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

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

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

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

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

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

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

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

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change and based upon the current financial status of the country, most likely will change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations,

decisional law or Internal Revenue Service rulings on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

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

Very truly yours,

D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP

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February 11, 2019

368 Third Owners LLC
540 Madison Avenue, Suite 16B
New York, New York 10022

Re: 368 Third Avenue
Block 882, Currently Lot 48
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate tax assessments and taxes upon the completion of construction and creation of a condominium. You have requested our opinion concerning the real property tax assessment to be levied upon the captioned premises as well as the taxes for the budget year for the first year of condominium operation which you have advised us will be the period July 1, 2021 to June 30, 2022 as well as the first post construction tax year which will be the period July 1, 2022 through June 30, 2023. You have advised us that the project will consist of the construction of a residential multiple dwelling containing one hundred residential units plus a commercial retail unit.

In order to prepare this letter and the opinion set forth herein, we have been supplied with certain information upon which we have relied. This information includes your acquisition cost and the estimated construction costs. We have also been supplied with a square footage analysis of the project, an appraisal prepared by Cushman & Wakefield, Inc., a Description of the Property prepared by SLCE Architects, LLP and copies of the Department of Buildings filings. With the exception of information that is on publicly accessible web sites maintained by agencies of the City of New York, the factual information contained in this letter is based entirely on information provided to us by you or your agents and we have made no independent investigation of such information. This opinion letter and projection of future real estate tax assessments and taxes is provided solely as an estimate of such assessments and taxes and we accept no liability in the event the opinions expressed herein are not accurate. The projection of real estate taxes for years into the future is highly speculative and subject to change.

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

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

2. The estimate of the cost of the construction.

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

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. You have advised us that the building will be completed by April of 2021. The tentative assessment roll containing the tentative 2019/2020 assessed values was published on January 15, 2019. The tentative 2019/2020 assessment roll showed the following values:

Block/Lot	Actual Assessed Land Value	Actual Assessed Total Value	Transition Assessed Land Value	Transition Assessed Total Value
1/882/48	$1,183,500	$1,183,500	$842,655	$842,655

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore the prices that are set in any condominium offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by the sponsor, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. These residential condominium units will be designated as tax class 2 property and will pay on the class 2 tax rate and the commercial retail unit will be designated as tax class 4 property and will pay on the class 4 tax rate. The 2018/2019 tax class 2 residential tax rate has been set at $12.612 for each $100 of assessed valuation and the tax class 4 commercial tax rate has been set at $10.514 for each $100 of assessed valuation. The 2019/2020 tax rate will be set later this year.

Real Property Tax Law Section 1805 provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase

in the actual assessed value of a property between one year and the next is phased in over a five year period in equal installments. The five year phase in does not apply to new construction or other increases due to physical improvements to the property. Increases due to such physical improvements or new construction are added in full to the next year's assessment. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transition assessed valuation. We believe that there will be an increase in value for the 2019/2020 and 2020/2021 tax years as a result of the new construction which will be placed on the assessment roll immediately and not subject to the five year phase in. In future years after construction is completed, any increases in assessed value will likely result in the taxable assessment being increased and based on a phased-in transition assessed value.

We have been advised that in determining the assessed values for the individual units, since November 28, 2005 the revised procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register. Thus the allocation of the assessed value of all units should be based on the common interest as set forth in the condominium declaration. You have advised us that 95.9128% of the common interests will be assigned to the residential units and 4.0872% to the commercial retail unit.

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

We caution you that it is likely that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. You should explain in your offering plan how taxes are to be allocated among unit owners prior to the apportionment of the tax lots which may be substantially different than the numbers set forth herein. We have also assumed that for the 2021/2022 tax year all units will be deemed by the Department of Finance to be in tax class 2 and in 2022/2023 the commercial unit will be in tax class4.

Predicated upon the foregoing, it is our estimate that the total actual assessed value of the property will be $14,500,000 for the initial budget year which coincides with the 2021/2022 tax year and $19,750,000 for the first post construction tax year which coincides with the 2022/2023 tax year

both based upon the construction you have provided to us and we have utilized those numbers in estimating the real estate taxes for the initial budget year and the first post construction tax year. We caution you that we have found that the assessment practices of the New York City Department of Finance are notoriously inconsistent in assessing properties during the course of construction and it is possible that there may be a substantial deviation from our estimate in the assessed value for both the 2021/2022 and 2022/2023 tax years.

Therefore assuming the class 2 tax rate increases to $12.80 for each $100 of assessed valuation for the residential units and the class tax 4 nonresidential rate increases to $10.60 for each $100 of assessed value, we make the following projections of the real estate taxes ***prior to any abatements or exemptions*** for the initial budget year July 1, 2021 to June 30, 2022 and the first post construction tax year July 1, 2022 through June 30, 2023:

Residential Units

July 1, 2021 through June 30, 2022 (2021/2022 Tax Year)

Assessed Value	Tax Rate	Tax
$13,907,356	12.8%	$1,780,142

July 1, 2022 through June 30, 2023 (2022/2023 Tax Year)

Assessed Value	Tax Rate	Tax
$18,942,778	12.8%	$2,424,676

Commercial Unit

July 1, 2021 through June 30, 2022 (2021/2022 Tax Year)

Assessed Value	Tax Rate	Tax
$592,644	12.8%[1]	$75,858

July 1, 2022 through June 30, 2023 (2022/2023 Tax Year)

Assessed Value	Tax Rate	Tax
$807,222	10.6%	$85,566

[1]It is assumed that the class 2 tax rate will be used for the initial budget year.

Estimated Initial Residential Budget Year Real Estate Tax	$1,780,142
Estimated Post Construction Tax Year Residential Real Estate Tax	$2,424,676
Estimated Initial Commercial Budget Year Real Estate Tax	$75,858
Estimated Post Construction Tax Year Commercial Real Estate Tax	$85,566

Based upon our previous experience with such proceedings, we have issued the within letter which the specific understanding our opinion is not a guarantee of the amount of future real estate taxes. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate.

Interested parties should be aware that the estimate of the real estate tax assessments and taxes for the initial and post construction years cover a period into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. The estimates set forth in this letter are merely our opinion. Changes in economics, law or policies of government agencies may radically change the opinions expressed herein.

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

Very truly yours,

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & LINDEMANN, LLP

By: Paul J. Korngold

WORKING CAPITAL FUND AND RESERVE FUND

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to two (2) months Common Charges for the Unit being purchased, to the Board of Managers for its working capital (the "Working Capital Fund"). This fund is to be used, in part, for (i) the payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing, and (ii) the partial payment of the Major Capital Improvement Replacement Reserve Fund as explained below. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying one (1) of the two (2) months Common Charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the two (2) months Common Charge checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers to pay the promissory note until it is paid in full and to partially fund the Major Capital Improvement Replacement Reserve Fund. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to prepay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero after making provision for the amount of monies that would be generated by the payment of the two (2) months Common Charges for each Residential Unit in the Building. If the result of the closing adjustments is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion.

For such period as Sponsor retains control of the Board of Managers, neither the Working Capital Fund nor the Reserve Fund shall be used to reduce estimated Common Charges, except as provided herein.

A Major Capital Improvement Replacement Reserve Fund ("Reserve Fund") shall be established for the purpose of paying costs and expenses related to capital repairs, replacements and improvements. The Reserve Fund amount was the product of a Reserve Fund Study undertaken by Sponsor, a copy of which is set forth in Part II of the Plan.

As reflected in the Reserve Fund Study, the initial amount of the Reserve Fund shall be $309,609.12 ("Total Reserve Fund Amount") which shall be funded over the course of the first three (3) years of Condominium operation in the manner described below. For the purposes of the following calculations, "Average Monthly Common Charge Amount" shall mean $1,213.18, which is calculated as follows: $126,318.04 (i.e., the total amount of Monthly Common Charges attributable to the Residential Units reflected in Schedule A), minus $5,000.00 (the Reserve Fund line item set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing July 1, 2021) divided by 100 (i.e., the total number of Residential Units) and rounded up to $1,285.09 per Unit for projection purposes.

1. (a) *For the First Year of Condominium Operation*: an amount of $93,537.48 shall be deposited into the Reserve Fund ("Year 1 Deposit") in the following manner: (x) assuming that approximately 72% of the Residential Units will close in the First Year of Condominium Operation (i.e. 72 of 100 units), each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Reserve Fund at their respective Closing in an amount equal to one (1) month of their respective Common Charges (each, a "Purchaser Contribution"), the total of which is expected to amount to $92,526.52 for the First Year of Condominium Operation ("Year 1 Purchaser Contribution Total"), which amount is calculated based on the Average Monthly Common Charge Amount attributable to 72 Units, and (y) the First Year's Budget includes a line item for a Reserve Fund in the amount of $5,000.00, making up the balance ($1,011.00) of the Year 1 Deposit plus a contingency.

   Regarding the Year 1 Purchaser Contribution Total: Given that the Year 1 Purchaser Contribution Total relies on certain assumptions regarding closing timeframes – and further given that Sponsor is reserving the unconditional right to rent and is therefore not committed to sell more Residential Units than the 15% necessary to declare the Plan effective – Sponsor shall "front" $73,250.17 of the Year 1 Purchaser Contribution Total by depositing this amount into the Reserve Fund at the First Closing ("Year 1 Sponsor Contribution"), which reflects the Year 1 Purchaser Contribution Total less such portion attributable to the 15% necessary to declare the Plan effective. Once Purchaser Contributions have contributed towards the balance of the Year 1 Purchaser Contribution Total, all subsequent amounts of Purchaser Contributions shall be payable directly to Sponsor until such time that the Year 1 Sponsor Contribution is fully reimbursed to Sponsor. For details regarding the calculation of the Year 1 Sponsor Contribution, the following formula may be referenced: the Average Monthly Common Charge Amount multiplied by 57 (i.e. 72 Units less the 15 Units necessary to declare the Plan effective).

2. *For the Second Year of Condominium Operation*: an amount of $102,891.24 shall be deposited into the Reserve Fund ("Year 2 Deposit") in the following manner: (x) assuming the remaining 28% of Residential Units close in the second year (i.e. 28 of 100 units), the Purchaser Contributions for the second year of condominium operation are expected to amount to $35,982.52 ("Year 2 Purchaser Contribution Total") and (y) the budget for the second year of condominium operation shall include a line item for the Reserve Fund in the amount of $66,908.72.

   Regarding the Year 2 Purchaser Contribution Total: On the first day of the second year of condominium operation, Sponsor shall "front" an amount equal to the difference between (a) the Total Reserve Fund Amount and (b) the amount actually deposited into the Reserve Fund in the First Year of Condominium Operation pursuant to subsection 1. above (collectively, "Year 2 Sponsor Contribution"). All Purchaser Contributions in the second year of condominium

operation shall be payable directly to Sponsor until such time that the Year 2 Sponsor Contribution is fully reimbursed to Sponsor.

3. *For the Third Year of Condominium Operation:* an amount of $113,180.40 shall be deposited into the Reserve Fund ("Year 3 Deposit") in the following manner: assuming that all of the Residential Units have closed prior to the third year (i.e. 100 of 100 units), and the Board of Managers elects to continue the Reserve Fund contributions, then the budget for the third year of Condominium operation shall include a line item for the Reserve Fund in the amount of $113,180.40.

For so long as Sponsor continues to own at least one (1) Unsold Residential Unit, the Condominium Board must maintain the Reserve Fund and any change in the amount of the Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender.

Because the Building will be entirely new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises.

Other than the Major Capital Improvement Replacement Reserve Fund as set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing July 1, 2021," and as explained above, no provision has been made for any Reserve Fund or for any Working Capital Fund other than the above. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF EITHER THE WORKING CAPITAL FUND OR THE RESERVE FUND.

MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS

Management Agreement

At or prior to the First Unit Closing, the Condominium Board (hereinafter the "Board") will enter into a management agreement (the "Management Agreement" or "Agreement") with FirstService Residential New York, Inc. ("Managing Agent" or "Agent"), having an office at 622 Third Avenue, 15th Floor, New York, NY 10017.

The management agreement will be commence on the date of the First Unit Closing and shall continue until the third anniversary of the last day of the month in which the commencement date falls unless the commencement date is the first day of a calendar month. It shall be subject to the right of the Managing Agent and Board to cancel at any time after the initial term of the agreement upon at least sixty (60) days' prior written notice and shall be in effect until terminated. The Management Agreement shall not be assignable by the Managing Agent without the Board's approval.

The Managing Agent will receive a stated annual fee of $60,000.00, payable in equal monthly installments. The Management Agreement provides for a 4% increase in the annual fee for the second and third year of the Agreement. Such fee will be paid by the Board and will be charged to all of the Unit Owners as a Common Expense. It is Sponsor's opinion that the projected annual management fee for the Building is a comparable market rate for property management of similar buildings.

Pursuant to the proposed management agreement, the duties and services to be rendered by the Managing Agent include, among others:

(a) Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Property (the "building services employees"), who, in each instance shall be the Board of Managers' and not the Agent's employees. Any and all decisions as to hiring, firing and disciplinary actions and terms and conditions of employment of the building services employees shall be made by the Board of Managers with such consultation with Agent as Board of Managers deems appropriate. Agent shall promptly implement all decisions of Board of Managers. It is expressly understood and agreed that all building services employees are in the employ of the Board of Managers, solely, and not in the employ of Agent and that Agent is in no way liable to such building services employees for their wages or compensation or to the Board of Managers, or others, for any act or omission on the part of such building services employees. If the building services employees are represented by a union, the routine supervision of such employees shall include addressing the day to day matters with such union. However, Board of Managers agrees to compensate Agent separately for the preparation for, and addressing of, any strike or other concerted labor action. Such fees shall be reasonable for the extent of preparation and the duration of a strike or other labor action, if any. Agent shall coordinate compliance with the New York State and New York City laws relating to sexual harassment adopted in 2018, and as amended (the

"Sexual Harassment Laws"). The Board shall pay Agent a fee for addressing the Sexual Harassment Laws as set forth in the Management Agreement.

(b) Through the use of the building services employees and third party contractors retained on behalf of Board of Managers, cause the Property to be maintained in such condition as may be deemed advisable by the Board of Managers and cause repairs and alterations of the Property to be made including, but not limited to, electrical, plumbing, steam fitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in this Agreement or in any corporate documents or other agreement with the Board of Managers or tenant. Ordinary non-emergency repairs or maintenance involving an expenditure of over $2,500.00 for any one item, which is not part of a previously approved operating budget or capital budget of Board of Managers, shall be made only with the approval of the Board of Managers, but emergency repairs, i.e., those immediately necessary for the preservation of the Property, or for the safety of the Board of Managers, the occupants of the Property, or other persons, or required to avoid the suspension of any necessary service at the Property, may be made by the Agent for reasonable amounts, without the prior approval of the Board of Managers, after consultation, to the extent feasible considering the nature of the emergency, with the president, vice president or treasurer of the Board of Managers (in the order given). Agent shall notify Board of Managers of any emergency repairs promptly after such emergency. If the Board of Managers undertakes any capital improvement, major repair or extensive reconstruction or rehabilitation of the Property (a "Major Project"), the Agent's responsibility shall be limited to seeing that the work is done with as little interference or interruption of services to the Property as possible, and for seeing that all reasonable precautions are taken to preserve and protect the Property and the property of the Board of Managers and the occupants of the Property. The Agent shall not be required to perform supervisory or project management responsibilities for a Major Project as part of this Agreement. If desired by the Board, and upon the agreement of the Board and Agent in a separate written document, the Board may engage Agent to provide additional services with respect to a Major Project.

Except for emergency repairs, whenever practical or at the request of Board of Managers, all repairs costing more than $2,500.00 shall only be undertaken after obtaining competitive proposals from at least two (2) independent contractors.

(c) Recommend and, with the approval of the Board of Managers, cause all such acts and things to be done in or about the Property as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, orders or violations affecting the Property, as a result of any action by any federal, state, or municipal authority having jurisdiction there over, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "laws"). If failure promptly to comply with the laws would or might expose the Board of Managers or the Agent to liability, the Agent may cause such order or violation to be complied with without prior approval of Board of Managers and without regard to the anticipated cost of such actions, but after consultation to the extent feasible considering the nature of the

potential liability, with the president, vice-president or treasurer of the Board of Managers (in the order given). In order to obtain prompt notice of actions of the DOB and other New York City agencies that post information on public web sites, Agent has engaged a service to deliver all such notices related to properties it manages to Agent on a continuous basis. The current cost of this service, which shall be billed back to Board of Managers, is $35.00/month for each building identification number. The Board of Managers shall be responsible for the cost of complying with any order that may be issued in respect of the Property. Within sixty (60) days of the commencement of this Agreement, Agent, shall obtain a search of the records of the local authorities having jurisdiction over the Property for any violations of record at the Property and shall present this report to the Board of Managers. The cost of obtaining such reports shall not exceed $100.00 unless there are extensive violations involving research of the records, in which case Agent shall obtain Board of Managers' approval before incurring any additional expense. Agent shall not be liable to Board of Managers for the consequences of any violations contained in such report (window guard, fire safety, lead paint, etc.).

Notwithstanding anything contained in this Agreement to the contrary, the Board of Managers hereby acknowledges that i) in no event shall the Agent be liable for the failure of any of the Board of Managers, the Board of Managers and occupants of the Property to comply with the laws, the corporate documents, or the house rules; and ii) Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Board of Managers regarding the interpretation or application of the laws, corporate documents or house rules.

(d) Enter into contracts in the name of the Board of Managers for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, security services, vermin extermination, other essential services, or such of them as shall be advisable, but any such contract having a term longer than one (1) year or requiring annual payments in excess of $2,500.00 must be authorized by Board of Managers unless it is part of a previously approved operating budget or capital budget of Board of Managers.

(e) On behalf of the Board of Managers, purchase all supplies as shall be necessary to properly maintain and operate the Property; make all such contracts and purchases either in the Board of Managers' name or the Agent's; and credit to the Board of Managers any discounts or commissions (other than insurance commissions) obtained for purchases or otherwise.

(f) Through an insurance broker selected by Board of Managers, upon approval of Board of Managers, take such administrative actions as required to cause to be effected and/or maintained, in such amounts and with such carriers as the Board of Managers and broker shall designate or approve, fire, rent, plate glass, boiler, water damage, liability, workers' compensation, disability, directors' and officers' liability coverage and any other insurance coverage/policies as the broker recommends and the Board of Managers may elect to carry. Agent may cause an Affiliate (as hereinafter defined) to participate in providing an insurance proposal, in which such Affiliate may

receive a commission on the placement of Board of Managers' insurance provided that in all such instances, Agent shall disclose to Board of Managers the Affiliate's participation.

(g) Check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Property; pay or cause to be paid all such bills, as well as payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, corporate income taxes and governmental charges assessed against the Board of Managers or the Property as and when the same shall become due and payable, provided that Board of Managers' operating account has sufficient funds to meet such obligations.

(h) In a timely manner, bill or cause to be billed, Unit Board of Managers for common charges or other charges and if applicable, tenants or sub-tenants of Board of Managers for rent or other charges; use commercially reasonable efforts to collect such common charges, rent and other charges; and, when and if directed by the Board of Managers, at Board of Managers' sole cost and expense, engage an attorney, approved by Board of Managers, to (i) serve notice upon Board of Managers, tenants or sub-tenants to quit and surrender space occupied by them (ii) sue for common charges, rent and other charges, which may at any time be or become due to the Board of Managers from any Board of Managers, tenant or sub-tenant in respect of space at the Property, and (iii) institute such other appropriate proceedings to recover possession of such space. For services rendered by Agent as a witness or expert witness on behalf of Board of Managers either at Board of Managers' request, or if subpoenaed in person by any litigant, in any arbitration, discovery proceeding ("deposition") or court proceeding ("legal action"), by reason of Agent's role as Managing Agent of the Property (a "court appearance"), Agent shall be entitled to a fee of $85.00 per hour for each hour expended by a representative of Agent in addressing a legal action, whether in a deposition, court appearance or expended in document production.

If Board of Managers has bulk or master billing for electric and/or cable television/internet/telephone services, which billing is then billed back to each of the Unit Board of Managers as other charges on the bills, Agent shall perform all the services necessary (the "pass through services") to coordinate the accurate and timely billing of the charges to the Board of Managers, to respond to questions regarding the accuracy of such bills and to reconcile the master billing with the amounts billed to the Board of Managers. To the extent the pass through services are performed for Board of Managers, Board of Managers shall pay to Agent an amount equal to $2.00 per Unit per month for the electricity and $1.00 per Unit per month for the cable television/internet/telephone (if billed as a bundled service). If directed by Board of Managers, Agent shall add these fees to the amount billed to each Unit Board of Managers.

(i) Consider and, when reasonable, attend to complaints of the Unit Board of Managers and lawful tenants and occupants. If the Agent shall deem any such complaint unreasonable, it shall advise the Board of Managers of the complaint and the reason for

its opinion that the complaint is unreasonable. Agent shall maintain a log of all material complaints, which shall be available to the Board upon request.

(j) If Board of Managers determines to list or offer for sale, lease or sublease space, including any commercial or non-proprietary space at the Property that Board of Managers acquires or has authority to so offer for sale or lease, Agent or an Affiliate shall be available to serve as the exclusive broker to market such space, but only if Board of Managers and Agent enter into a separate agreement on the terms of such engagement, including but not limited to the rate of commission.

(k) Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of the building services employees and maintenance and operation of the Property required by any federal, state or municipal authority. Agent, at Board of Managers' expense, may engage a payroll service company for the preparation and filing of payroll and payroll related forms.

(l) Not later than the twentieth day of each month, render, or cause to be rendered regular, monthly statements to each member of the Board, detailing the amounts collected during the previous month and disbursements made on behalf of and for the account of the Board of Managers on a cash basis and in the standard form used by Agent for reporting to its clients (copy of which is available to Board of Managers to review). One copy of such monthly statement (sent to the Treasurer unless otherwise directed) shall be supported by disbursement vouchers and other documentation of the disbursements on behalf of Board of Managers.

(m) Set up and keep in good order a separate, accurate income and operating expense statement maintained on a cash basis (other than books of account maintained by the Board of Managers' accountants) and maintain orderly files containing rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Property or the operation thereof. In the event that Board of Managers notifies Agent of any error in bookkeeping, billing or payment of expenses, Agent shall use its best efforts to correct such error immediately. In particular, the accuracy of Records not prepared by Agent remains the sole responsibility of the Board.

The Board acknowledges and agrees that Agent may retain copies of the Records for itself. Records may be maintained in digital or non-digital form in any media that Agent reasonably selects. The parties acknowledge that Records (in any format) may be subject to accidental loss or damage because of fire, equipment malfunction, digital corruption, hacking, water intrusion, or theft, and that Agent is not responsible for any such loss or similar loss.

Agent is not required to retain non-digital copies of any Records. If Records are stored in digital media, then the non-digital copies need not be retained, and the Records will not be deemed discarded for the purposes of this Agreement. Non-

digital Records not needed for current operations by Agent will be placed in a record storage facility at the Board's expense or turned over to the Board.

(n) Cooperate with the Board of Managers' accountants in performing the annual audit of the books of account of the Board of Managers, including the annual report of the operations of the Board of Managers for the year then ended. Agent shall send a copy of such annual report to each Board of Managers after receipt from accountant.

(o) Cooperate with the Board of Managers' accountants in their preparation and filing of the Board of Managers of federal, state, city and other income and other tax returns required by any governmental authority.

(p) Assist the Board in preparing an operating budget prior to the last meeting of the Board held in each fiscal year of Board of Managers, setting forth the anticipated income and expenses for the Board of Managers for the ensuing year, a comparison of said budget to the income and expenses of the preceding and current years, and any reasonably required explanations with respect thereto.

(q) Arrange a suitable place at its offices for meetings of the Board and a suitable place for annual and special meetings of Board of Managers; and send notices to members of the Board and Board of Managers, prepare agendas for, and cause the Property Manager or other executive to be a representative of its organization to attend, the annual meeting of the Board of Managers and meetings of the Board (one per month) provided that such meetings are held at reasonable times and reasonable advance notice of the meetings is given to Agent. Agent shall maintain a record of the minutes of such meetings prepared by a representative of Board of Managers unless Agent is specifically authorized to do so, in which case the Property Manager shall prepare the minutes. It is Agent's policy to bring such administrative assistants as in Agent's reasonable judgment are necessary to adequately run any annual or special meeting of Board of Managers. Board of Managers shall reimburse Agent for reasonable costs related to the administrative assistant attendance at such annual and special meetings.

(r) Prepare, type, and send out all letters and reports as the Board may request.

(s) Notify Board of Managers' insurance broker of any insurance claims for losses sustained by Board of Managers at the Property promptly after Agent becomes aware of such claim. Agent shall cooperate in its role as Managing Agent, making all relevant records and information available to the insurance carrier and/or any party authorized by Board of Managers to act on its behalf to negotiate such insurance claims. Agent shall not negotiate the settlement of any insurance claim as part of its services under the Agreement.

(t) If requested by Board of Managers, act as Board of Managers' mortgage broker to procure a new mortgage, refinance an existing mortgage or obtain unsecured

financing for Board of Managers. For any such loan procured through the efforts of Agent, Board of Managers shall pay Agent, upon the closing of the mortgage or loan, a loan coordination fee equal to one percent (1%) of the principal amount of the mortgage or loan.

(u) In the event Agent is not requested to serve as Board of Managers' mortgage broker on any mortgage, loan, or refinance, Agent shall cooperate in its role as Managing Agent, making all relevant documents and information generally maintained by Agent in the performance of its duties available to any party authorized by Board of Managers to act on its behalf in obtaining and negotiating such mortgage, loan or refinance. If Agent is required to prepare reports or provide information not generally maintained by Agent in the performance of its duties or is required to supervise inspections of the Property, Board of Managers shall pay Agent a loan coordination fee at a rate of $85.00 per hour. No loan coordination fee shall be payable if Agent earns a commission in connection with the mortgage, loan or refinance.

(v) Accept applications and references from all prospective Board of Managers, tenants of Board of Managers, obtain a basic consumer report relating to such prospective Board of Managers and tenants; obtain from Residential Unit Board of Managers proposing to sell their Residential Units ("Apartment Sale") such record searches as the Board of Managers may require, and submit same to the Board of Managers; including collecting and organizing of all necessary documents required to be reviewed by the Board and the scheduling of interviews, if any. Agent shall cooperate with Board of Managers' counsel when requested. Upon approval of any Apartment Sale (or waiver of the Board of Managers' right of first refusal), Agent shall act as Board of Managers' representative at the closing of the Apartment Sale. The Board authorizes Agent to charge Residential Unit Owners, or the persons submitting the applications.

(w) Coordinate through the building services employees at the Property the scheduling of the moving in and out of Board of Managers, tenants and subtenants so that there will be a minimum of disturbance to the operation of the Property and of inconvenience to other Unit Board of Managers, tenants or sub-tenants.

(x) Accept applications from Board of Managers to perform alterations to their Residential Units, including (i) obtaining copies of the plans for the alterations; (ii) if directed by Board of Managers, and at the expense of the Board of Managers, engage an architect, engineer or other professional to review the plans on behalf of the Board of Managers, provide recommendations on feasibility of such plans, and supervise the work for conformance to the approved plans; (iii) obtain a signed alteration agreement on a form approved by Board of Managers; (iv) submitting completed applications to Board of Managers for review; and (v) after consent by the Board of Managers to an alteration, coordinate through the building services employees with the Board of Managers the work so that there will be a minimum of disturbance to the operation of the Property and inconvenience to other Board of Managers, tenants or sub-tenants. Other than as provided in subparagraph (v)(3)(v), Agent shall not be responsible for the supervision of the alterations by the Board of Managers or for verifying that the alterations are performed in

accordance with the plans approved by the Board of Managers or in accordance with applicable building codes or other applicable laws. Agent may charge the Board of Managers for Board processing such requests as described herein a fee in the amount of $400.00 for regular alterations and $1,000.00 for major alterations. For the purposes of this Agreement, a major alteration is any alteration for which a building permit is required to be obtained by the Board of Managers prior to commencing the alteration. All other alterations shall be considered regular alterations.

(y) Cooperate with the Board of Managers' tax certiorari attorneys in ascertaining the tentative assessed valuations of the Property, in notifying Board of Managers of such assessments, and in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York. If the Board of Managers has not retained an attorney for such purpose, retain special counsel (with Board of Managers' approval and at Board of Managers' expense) to prepare such application (with the Agent's cooperation) and to institute tax certiorari proceedings.

(z) Generally, do all things reasonably deemed necessary or desirable by the Board for the proper management of the Property. However, in the event other services are required that are not generally within the scope of the services enumerated in paragraphs (a) through (w) above (e.g., without limitation, compliance with a new administrative or filing requirement), Agent shall be entitled to additional compensation from Board of Managers for performing such services, as Board of Managers and Agent shall mutually agree.

(aa) Agent shall have the authority to prepare and secure signs at the Property with Agent's name thereon.

(bb) Agent has developed a proprietary communications program, First Service Residential Connect ("Connect") which includes features that are used by Agent in the performance of its duties as described in the Agreement. It is expressly understood by Board of Managers that Connect was created with proprietary software that is the property of Agent and it may not be copied, duplicated or otherwise utilized by Board of Managers without the express written consent of Agent.

The Managing Agent shall be entitled to the following additional fees:

(a) For the processing of purchase or lease applications, Agent may charge Residential Unit Owners who make application to lease their Residential Units or to sell their Residential Unit, or the applicants, a processing fee in the sum of $700.00, which fee may be increased to cover the costs of consumer reports in the event they are required and photocopy and messenger costs, if any. Agent recommends that a consumer report be obtained on each adult occupant. The processing fee for each standard consumer report generally procured by Agent will be $75.00. A fee of $112.50 per application will be charged to defray the cost of online application and electronic record retention of applications allowing applicants to eliminate copying costs. In addition, Agent shall send a representative to the closing on the sale of each

Residential Unit to deliver the Owner's waiver of its right of first refusal and any other documents required to be delivered and to ensure prompt and proper documentation of the transfer and the payment of any outstanding charges. Agent may charge the Residential Unit Owner an additional fee for this service.

(b) For the coordination and assistance with financing or refinancing of residential mortgages, Agent may charge Residential Unit Owners who finance or refinance their Residential Unit or purchasers obtaining financing on acquisition, a fee in the sum of $300.00, which fee may be increased if the mortgagee requires extensive documentation regarding the Property and/or its finances.

(c) For the processing of lease renewals, Agent may charge Residential Unit Owners who make application to renew or extend leases with the same tenant, a processing fee in the sum of $300.00.

(d) For other services related to the transfer of Residential Units, Agent shall be entitled to charge Residential Unit Owners fees in accordance with Agent's standard transfer fee schedule.

(e) For the preparation, distribution and processing of required forms and filings; Owner shall pay Agent the following fees:

(1)	Window Guard Notification	$ 6.00 per apartment
(2)	Fire Safety Plan	$25.00 per apartment
(3)	Lead Paint Notification (Buildings constructed prior to 1960 only)	$12.00 per apartment
(4)	Tax Abatement Credits	$ 8.00 per apartment
(5)	Bedbug Reporting	$15.00 per apartment

(f) For the services described in subsection (v)(3):

(1)	Regular Alterations	$ 400.00
(2)	Major Alterations	$1,000.00

The annual certified financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an independent certified public accountant engaged by the Condominium Board whose fees are to be paid by the Condominium Board and charged to the Unit Owners as a Residential Common Expense.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Board and charged to the Unit Owners as a Shared Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or

liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or wilful misconduct.

Other Contractual Agreements

It is anticipated that a full-time resident superintendent/resident manager, full-time non-resident handyman and two (2) full-time non-resident porters and one or more part-time employee(s), who will provide concierge service at the main lobby (24/7), will be retained by the Condominium subsequent to the First Unit Closing. Projected costs are set forth in Schedule B in Part I of the Plan.

Sponsor has reserved the right, prior to the First Unit Closing, to modify, renew and replace any existing agreements and to enter into new agreements that will be binding on the Condominium Board, provided that there will be no material increase in the estimated Common Charges for the "Projected Budget for the First Year of Condominium Operation."

The current service contracts which are anticipated to be effective at the date of the First Unit Closing or service contract projections pertaining to the future operation of the Building include extermination services, elevator maintenance, sprinkler/standpipe inspection and maintenance, fire extinguisher maintenance, fire alarm maintenance, central station monitoring, HVAC System maintenance, and telephone, cable, and internet and mobile service. The cost of the proposed service contracts is based upon the experience of the proposed Managing Agent, FirstService Residential New York, Inc., 622 Third Avenue, 15th Floor, New York, NY 10017.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is 368 Third Owners LLC, with an address at 540 Madison Avenue, Suite 16B, New York, NY 10022, a limited liability company organized under the laws of Delaware on July 17, 2017, and authorized to do business in the State of New York as of August 11, 2017. The 100% sole member of Sponsor is 368 Third Mezz LLC ("Mezz LLC"), a limited liability company formed pursuant to the laws of Delaware on August 11, 2017. The 100% sole member of Mezz LLC is 368 Third Member LLC ("Member LLC"), a limited liability company formed pursuant to the laws of the State of New York on August 10, 2017 which has two (2) members. The non-managing member of 368 Third Member LLC is 368 Third Investors, LLC, which is a Florida limited liability company formed on August 29, 2017. The sole managing member of 368 Third Member LLC is Minrav 368 Third LP, which is a Delaware limited partnership formed on August 10, 2017, hereinafter the "Designated Manager". The Designated Manager has appointed Yehuda Mor and Lior Carucci as officers and authorized signatories of the Designated Manager and the Member LLC. Accordingly, Mr. Mor and Mr. Carucci are the Principals of Sponsor (the "Principals of Sponsor"). The Principals of Sponsor maintain offices at the principal office of Sponsor, which is specified above.

Yehuda Mor is a real estate developer, owner, operator and investor and resides in the State of New York. Mr. Mor, who has over 25 years of professional experience in Real Estate development and construction, was the Executive Vice President of Development for Fishman Holdings North America, Inc., managing all aspects of the company's acquisitions, development, building management and construction in the United States. Prior to that, Mr. Mor was the Vice President at Elad Properties NY and was responsible for the development of various projects. Prior to this Offering Plan, Mr. Mor is currently a principal of the sponsors of the offering plans for 21 Powers Street, Brooklyn, New York, accepted for filing on August 9, 2018, file number CD18-0064 and 427 East 90th Street, New York, New York, accepted for filing on January 22, 2019, file number CD18-0286. Other than as stated above, Mr. Mor has not been a sponsor or principal of sponsor of a cooperative, homeowners association or condominium offering in the State of New York within the past five (5) years.

Lior Carucci is a real estate developer, owner, operator and investor and resides in the State of New York. Mr. Carucci, who has 15 years of professional experience at key management positions in the NY Real Estate Market since 2001 was the Senior Executive Vice President at IDH Group, managing all aspects of the company's real estate investment operations, acquisitions, legal, financing and sales in the United States. Prior to that, Mr. Carucci was the Foreign Legal Consultant and Chief Operating Officer at Manhattan Real Estate Equities Group. Prior to this Offering Plan, Mr. Carucci is currently a principal of the sponsors of the offering plans for 21 Powers Street, Brooklyn, New York, accepted for filing on August 9, 2018, file number CD18-0064 and 427 East 90th Street, New York, New York, accepted for filing on January 22, 2019, file number CD18-0286. Other than as stated above, Mr. Carucci has not been a sponsor or principal of sponsor of a cooperative, homeowners association or condominium offering in the State of New York within the past five (5) years.

The Principals of Sponsor are current on all of their financial obligations with respect to Unsold Shares or Unsold Units as required by the terms of the respective offering plans. Except as set forth above, prior to this offering, neither the Sponsor nor principals of the Sponsor have been a sponsor or principal, nor have they had any prior public offerings in the State of New York, nor do they currently own ten percent (10%) or more of the unsold units in any other condominium, cooperative or homeowners association.

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Selling Agent

The Selling Agent for this offering is Halstead Property Development Marketing LLC, a licensed real estate brokerage firm which has an office at 445 Park Avenue, 12th Floor, New York, New York 10022. The principals of the Selling Agent have been involved with the development and marketing of numerous condominium and cooperative projects for over ten (10) years. The Selling Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services. There have been no prior convictions, injunctions, or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally.

Architects

The Sponsor's Architect for the project is SLCE Architects, located at 1359 Broadway, New York, New York 10018. SLCE Architects and/or the principals thereof, have been providing architectural services, including the preparation of Description of Property and Specification Reports, in excess of twenty (20) years.

Mario Yao, a registered architect in the State of New York and a principal of SLCE Architects, prepared the report which Sponsor has adopted as Sponsor's "Description of Property and Specifications."

The Architects and the principles thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services. The Architects, and/or the principals thereof, have been providing architectural services in excess of twenty (20) years.

Counsel to Sponsor

The Sponsor has retained the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, located at 345 Seventh Avenue, 23rd Floor, New York, New York 10001, to represent it in the preparation and consummation of the Offering Plan. John D'Agostino, Esq., a partner of the firm, and Jane Jeong, Esq., an associate of the firm, drafted the

Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of deed and all other documents necessary in connection with the formation of the Condominium, and are advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Managing Agent

Sponsor has engaged the services of FirstService Residential New York, Inc., 622 Third Avenue, New York New York 10017 to become the managing agent.

FirstService Residential New York, Inc., is a multifaceted real estate management firm with a diverse client base. The Managing Agent and/or its principals thereof have been managing residential and commercial buildings for over ten (10) years.

A list of properties which have been managed by the Managing Agent include: The Plaza Condominium (1 Central Park South), the One Lincoln Square Condominium (150 Columbus Avenue), 432 Park Avenue Condominium, The Devonshire (28 East 10th Street), Morton Square Condominium (One Morton Street), The Grand Madison (225 Fifth Avenue Condominium), Greenwich Club Condominium (88 Greenwich Street), and the 515 East 72nd Street Condominium (515 East 72nd Street). First Service Residential manages over 500 properties, 70,000 units, made up of rental, cooperative and condominium ownership. Additional information concerning First Service Residential management portfolio can be furnished upon request.

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium.

REPORTS TO UNIT OWNERS

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

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year or the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers, it shall be Sponsor's obligation to deliver to all Unit Owners a proposed annual budget which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under this Plan or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours and shall remain available for such inspection for a period of six years from the date of the First Unit Closing. The Sponsor shall, at the time of the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording office.

GENERAL

A. Each Unit Owner shall be required to comply with and abide by the Declaration, the By-Laws and the Rules and Regulations of the Condominium made in accordance therewith and to pay the Common Charges levied by the Board of Managers. Such obligations shall be enforceable by the Board of Managers by foreclosure of the statutory lien against the Unit for the amount of any such unpaid Common Charges or by suit to collect the same by action for damages, by injunction or by other appropriate relief.

B. There are no lawsuits or other legal proceedings pending, the outcome of which could materially affect this Offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all its obligations under the Plan, the Condominium or the operation thereof.

C. Based on Sponsor's review of the Attorney General's offering plan database, the Property located at 368 Third Avenue, New York, New York 10016 was not the subject of a prior public offering.

D. The Declaration and By-Laws of the Condominium located in Part II of this Plan are made part of this Offering Plan.

E. Annexed to the By-Laws are the Rules and Regulations of the Condominium which shall apply until amended by the Board of Managers.

F. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein, must not be relied upon. This Plan does not omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation which is not expressly contained herein.

G. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

H. This Plan may not be changed or modified orally.

I. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in the case of an uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights,

obligations or liabilities of then-existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

J. Sponsor hereby represents that neither it or any of its agents has entered into a contract or agreement to sell a Unit and no deposits or advances of funds have been received or will be accepted, as of the date the Offering Plan is accepted for filing by the Department of Law.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

As against all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, Sponsor's designee, and/or their successors and assigns, shall have the exclusive right to cause any part or all transferable air rights and/or development rights pertaining to the Property (collectively, "Unused Development Rights"), which Sponsor is herein reserving for itself, its designee, and/or their successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three (3) terms are now defined in the Zoning Resolution of the City of New York, as amended. Sponsor has also bound itself, its designee, and/or their successors and assigns from transferring, assigning, or surrendering in whole or in part any Unused Development Rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existence or restoration or use of the Building at the time of the recordation of the Condominium Declaration, or (ii) will allow any party, including Sponsor as the holder of Unsold Units, but excluding the Board of Managers of the Condominium, to build on or directly above the land and/or expand the Building.

With regard to (ii) above, the Sponsor, its designee, and/or their successors and assigns, may transfer in whole or in part any Unused Development Rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers. In such event, any construction by the Condominium shall (i) not increase the number of Units in the Building; (ii) be limited in scope to a minor alteration to a Unit and/or the Building; (iii) not have any material impact on the operating budget of the Condominium; (iv) not impact the Percentage of Common Elements allocated to any of the Units; and (v) be made only in accordance with the Condominium's Declaration and By-Laws and all applicable law, including any requirements of the Landmarks Preservation Commission and the requirements of 13 NYCRR 20.3(af) of the Attorney General's Regulations. As used herein, "Unused Development Rights" shall be defined to include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution. As stated above, the Sponsor, Sponsor's designee, and/or their successors and assigns, will not build any further on or above the Property. Any and all consideration paid to Sponsor, its designee, and/or their successors and assigns in connection with a transfer of any Unused Development Rights shall be the sole and absolute property of the Sponsor, its designee, and/or their successors and assigns.

Based upon the approved New Building Plans for the construction of the Building, there are currently 27 square feet of Unused Development Rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable air rights and/or development rights pertaining to the Property at that time. Until such time as the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development air rights and/or development rights that would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess air rights and/or development rights.

The Sponsor, Sponsor's designee, and/or their successors and assigns, herein have the right to cause all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, Sponsor's designee, and/or their successors and assigns, in the Register's Office of New York County in the City of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owners', Board's, and/or mortgagees' interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor, Sponsor's designee, and/or their successors and assigns; (ii) any amendment to the Condominium Declaration which the Sponsor, Sponsor's designee, and/or their successors and assigns deem necessary or appropriate to effectuate their rights hereunder.

Failure of the Unit Owners and Board of Managers to comply with the terms of the Condominium Declaration shall result in liquidated damages payable by the Board of Managers to the Sponsor, Sponsor's designee, and/or their successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee, and/or their successors and assigns for the transfer, assignment or surrender of such Unused Development Rights.

As a result of Sponsor's reservation of Unused Development Rights for itself, its designee, and/or their successors and assigns, the Building may not be expanded without the purchase of said rights from Sponsor, Sponsor's designee, and/or their successors and assigns. Additionally, the transfer of such development rights to adjoining premises may allow the owner of an adjoining premises to build a bigger and/or taller structure than permitted as of right under the Zoning Resolution and therefore block views of the Units being offered pursuant to the Offering Plan.

SPONSOR'S STATEMENT OF BUILDING CONDITION

GENERAL

Sponsor represents that, to the best of its knowledge, the Description of Property and Specifications hereinafter set forth in Part II of the Plan, which Sponsor hereby adopts, accurately summarizes the general nature of the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. Sponsor represents that Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building specifications. However, Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of Equal or Better Quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor further reserves the right to make all decisions relative to construction methods, practices and designs. In addition, Sponsor will, by the First Unit Closing or within a reasonable period thereafter, cure or cause to be cured all violations of record against the Property as set forth in the Plan.

The Description of Property and Specifications set forth in Part II of the Plan was prepared by Mario Yao of the architectural firm of SLCE Architects, LLP, and is included in this Plan in reliance upon the expertise of such firm.

PART II

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT AND SHOULD BE READ CAREFULLY BY EACH PROSPECTIVE PURCHASER AND SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER'S ATTORNEY BEFORE EXECUTING IT.

PURCHASE AGREEMENT ("Agreement")
368 THIRD AVENUE CONDOMINIUM ("Condominium")

Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Additional Purchaser's Name:

Social Security No.:_____

Address:_____

Telephone No.:_____

Unit Number:_____, and Storage Room #:_____ (if applicable)

Percentage Interest in Common Elements:_____

*Aggregate Down Payment, including License Deposit, if applicable (not including custom work**):

a) Initial Down Payment (10%) (50% if applicable***) $_____
b) Additional Down Payment (5%) $_____

Balance Due at Closing $_____

Total Purchase Price**** $_____

Name(s) and manner in which title will be taken:_____

* The term "Down Payment," as used herein, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment. The Additional Down Payment is due on the earlier to occur of (i) _____ (which is one hundred twenty (120) days after Purchaser receives a countersigned copy of this Agreement from Sponsor or the Selling Agent) or (ii) fifteen (15) days after Purchaser receives a written notice or amendment to the Plan declaring the Plan effective (but in no event later than the Closing Date).

** additional Deposit for custom work $_____

*** If a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Down Payment equal to fifty percent (50%) of the applicable Total Purchase Price and will not be required to make an Additional Down Payment.

**** If applicable, the Total Purchase Price is allocated as follows: $_____ for the Residential Unit; and $_____ for the Storage Room License Payment.

Statement of Seller

368 Third Owners LLC, with an address at 540 Madison Avenue, Suite 16B, New York, New York 10022, a Delaware limited liability company authorized to do business in the State of New York (hereinafter collectively the "Sponsor" or "Seller"), have promulgated a Plan of Condominium Ownership of 368 Third Avenue Condominium ("the Plan") pursuant to which the land with appurtenances and the Residential Units and the Commercial Unit ("the Units") being newly constructed by Seller, located at 368 Third Avenue, New York, New York 10016, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Seller and to be recorded in the Office of the Register of the City of New York, New York County, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

AFTER DELIVERING AN EXECUTED AGREEMENT, TOGETHER WITH THE REQUIRED DEPOSIT, I WILL BE AFFORDED SEVEN (7) DAYS TO RESCIND THIS PURCHASE AGREEMENT AND HAVE THE FULL DEPOSIT REFUNDED TO ME PROMPTLY, PROVIDED THAT I HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SUCH DELIVERY. SUCH RESCISSION MUST BE BY WRITTEN NOTICE, ADDRESSED TO SPONSOR, AND BE POSTMARKED OR HAND DELIVERED NO LATER THAN MIDNIGHT OF THE 7TH DAY SUBSEQUENT TO MY DELIVERING THE EXECUTED PURCHASE AGREEMENT. IF I HAVE HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO MY MAKING THE AFORESAID DELIVERY, I SHALL NOT BE PERMITTED THE AFOREMENTIONED SEVEN (7) DAY TIME PERIOD TO RESCIND THIS PURCHASE AGREEMENT.

The seven (7) day rescission period is (delete whichever is incorrect): applicable; not applicable.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit and for the building in which it is located ("the Building"), prepared by SLCE Architects, LLP ("the Architect").

Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit");

Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Unit**. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit for the Total Purchase Price stated above. The Initial Down Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. For all Purchasers who are required to make an Initial Down Payment of ten percent (10%) of the Total Purchase Price, within 120 days after receipt of the executed Purchase Agreement from Sponsor or upon the Plan being declared effective, whichever is earlier, the Additional Down Payment equal to 5% of the Total Purchase Price must be made by Purchaser or Purchaser shall be in default under the terms of this Agreement. No Additional Down Payment shall be required if the Purchaser is a foreign government or other person or entity referenced on the cover page of this Purchase Agreement and who or which has made a fifty percent (50%) Initial Down Payment as required above. If the check representing the Initial Down Payment or the Additional Down Payment is returned for insufficient funds or for any other reason (i) such return shall be deemed a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled, and (ii) upon such cancellation Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made and without any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 2, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Seller.

2. **Closing of Title**. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Seller. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one reasonable adjournment of up to ten (10) days (hereinafter the "Adjourned Closing Date"), on five (5) days written notice by Purchaser to Seller, provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) herein. If, through no fault of Seller, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date, and Seller does not have the right to, or elects not to, cancel this

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

At the closing of title Seller shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be in the form contained in Part II of the Plan, executed and acknowledged by Seller in form for recording.

Simultaneously with the delivery of the deed, Purchaser (i) shall cause the proceeds of any mortgage loan to be transferred to the Seller on account of the Total Purchase Price, (ii) shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Seller and (iii) shall deliver the Balance Due at Closing.

Title to the Unit will close only after or concurrently with the occurrence of the events set forth in the Section of the Plan entitled "Closing of Title to Units".

3. **Power of Attorney to Board of Managers**. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Seller at the closing of title for recording and to pay the recording fee.

4. **Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations**. Purchaser hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations and the Plan.

5. **Condition of Title**. Seller agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I thereof in the section titled "Terms of Sale," and Exhibits submitted in connection therewith (as well as other mortgages, if any, obtained by Purchaser).

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments**. Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax or mortgage recording tax reimbursement as set forth in such Section, payment for title insurance, if Purchaser elects or is required by a lender to obtain same, recording fees for recording the Deed, Power of Attorney and any Partial Release and/or UCC-3 Termination Statement for the Unit related to Sponsor's financing encumbering the Building, real estate taxes, New York City Real Property Transfer Tax, New York State Transfer Taxes, Seller's attorney's fees for closing the Unit, and costs associated with obtaining a mortgage loan. The legal fees of Seller's attorneys in the amount of $3,000.00 will be payable by Purchaser to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, if rendered by such firm, provided that an additional fee of $750.00 per closing shall be due and payable for any Unit closing which occurs outside the office of Seller's attorneys at the request of the Purchaser, Purchaser's attorney, Purchaser's lender, or title company. A further fee of $350.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment of a purchase agreement or contract. Assignments are permitted only with prior written consent of Sponsor. A legal fee of $750.00 shall be payable for any work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation of a Purchase Agreement and/or release related thereto if prepared by such firm. Purchaser will also pay to the Board of Managers the sum equal to two months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium. Except as otherwise provided in this agreement, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New York Clearing House Association or any successor organization. The obligation of the Purchaser to pay the transfer taxes as stated above shall survive the Closing.

Notwithstanding anything herein to the contrary, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance, which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Royal Abstract of New York LLC as agent for First American Title Insurance Company and/or Stewart Title Insurance Company. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company.

7. **Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or

involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, on the Closing Date the only mortgage to which the Unit will be subject will be to any other mortgage(s) obtained by Purchaser.

8. **Mortgage Financing Contingency**. THE PURCHASE OF THE UNIT WILL NOT BE CONDITIONED ON FINANCING AND THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED. Any prospective purchaser who executes this Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. A purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under this Purchase Agreement. Prospective purchasers who require financing are advised to consult with a lending institution before execution of this Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the Down Payment or the balance of the purchase price when due, fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser. Seller shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. If such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Seller has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment and any other amounts paid by Purchaser for any special or custom work shall be paid over to Seller as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Seller shall elect so to cancel this Agreement, Seller shall certify to its attorneys, D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, that title has not closed because of Purchaser's default, that a notice to cure was delivered to Purchaser and Purchaser has failed to cure the default within thirty (30) days from the mailing date or within thirty (30) days from personal delivery of such notice and that Seller has elected to cancel this Agreement by reason thereof, and D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Seller as liquidated damages the Down Payment (and the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser) and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If Sponsor instructs Escrow Agent to release the Deposit, then Escrow

Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to either (a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; (b) a subsequent writing signed by both Sponsor and Purchaser; or (c) a final, non-appealable order or judgment of a court. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit. Seller shall reimburse D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP insofar as it is acting in its capacity as Escrow Agent for its reasonable cost and expenses, including attorney's fees and the fair value of legal services rendered by the Escrow Agent to itself incurred as a result of any dispute or litigation concerning the right to the Down Payment. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. If this Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **Agreement May Not be Assigned; Advertising**. Purchaser shall have no right to assign this Agreement without the prior consent in writing of Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. In the event Sponsor consents to the assignment of this Agreement, Purchaser shall pay D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP the legal fee of Sponsor's attorneys for reviewing the assignment agreement. Such fee shall be approximately $350.00, plus disbursements. Prior to the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale.

Prior to, and for twelve (12) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale. This provision is to survive closing of title to the Unit. Notwithstanding the foregoing, Sponsor shall consent to the sale of a Unit prior to the expiration of said twelve (12) month period in the event of (i) an involuntary relocation of employment to a location over fifty (50) miles from the Property if the Unit Owner is employed at a location within fifty (50) miles of the Property at the time of the purchase of the Unit, (ii) an involuntary loss of employment, or (iii) the death of the Purchaser. Sponsor's consent shall be conditioned upon all profits from the sale of the Unit (minus customary closing costs and expenses) belonging to Sponsor.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above and to Seller at 540 Madison Avenue, Suite 16B, New York, New York 10022 (with a copy to

D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001) or at such other address as either party may hereafter designate to the other in writing. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day after mailing.

12. **No Representation**. Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller's Counsel or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services or amenities, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building are not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any minor inaccuracy or error. This provision shall survive the closing of title to the Unit.

13. **Recording of Deed and Power of Attorney**. At the closing of title, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, New York County. Such deed and power of attorney will be in the form set forth in the Plan.

14. **Binding Effect**. This Purchase Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. **Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel**. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and before eighty percent (80%) of the Residential Units have been purchased. Seller also reserves the right to abandon the Plan after it has been declared effective pursuant to other provisions of the Offering Plan as set forth in the section titled "Effective Date of Plan". Additionally, the Plan shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Paragraph 2 hereof or in the Plan, for any

reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Seller within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this paragraph, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

Seller may cancel this Purchase Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at his address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

Notwithstanding anything herein to the contrary, Sponsor anticipates the First Residential Unit Closing to occur on or about July 1, 2021 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. In the event that the First Residential Unit Closing with a temporary or permanent Certificate of Occupancy is delayed twelve (12) months or more beyond July 1, 2021, then all Purchasers who have executed Purchase Agreements and whose Purchase Agreements are still in effect, will be given the right to rescind their Purchase Agreements.

16. **Monies to be Held in Trust; Escrow Agent and Escrow Account; Down Payment; Payment of Purchase Price; Notice of Closing.**

The required Down Payment pursuant to this Agreement will be either fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price for the Unit set forth in the Plan, as amended, which Down Payment shall be increased by special custom work or materials, if any, requested by Purchaser and agreed to by Sponsor in its sole discretion and as itemized in this Agreement.

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10017, telephone number (212) 564-9800, to serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust (the "Deposit" or "Deposits"). Escrow Agent has designated the following partners to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq., Jose M. Rivera, Esq., Brian T. Sampson, Esq. and Jared Van Vleet, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized

signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

The Escrow Agent has established the escrow account at Bank Leumi USA, located at 579 Fifth Avenue, New York, NY 10017 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP Escrow Account for 368 Third Avenue Condominium ("Escrow Account"). The Escrow Account is insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Deposits will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Escrow Agent makes no guarantee of the solvency of the Bank. If the FDIC insurance limits change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

All Deposits remitted to Escrow Agent shall be in the form certified or official checks, personal checks subject to collection, money orders, or, subject to Sponsor's prior written approval, wire transfers, and shall be made payable to, or endorsed by the Purchaser to, the order of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, as Escrow Agent.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which, as of March 19, 2019, was approximately 0.1%. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at Closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account.

Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered to Escrow Agent along with the Deposits, the Escrow Agent shall sign the Purchase Agreement and place the Deposits into the Escrow Account. Within ten (10) business days of the placing the Deposits in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposits. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades,

extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement between Purchaser and Sponsor.

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

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

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

The Escrow Agent shall release the Deposits if so directed:

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

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

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

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

time to deposit the Deposits contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit.

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

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

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

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

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

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

A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

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

Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

Sponsor shall obtain, or cause the Selling Agent under the Offering Plan to obtain, a completed and signed W-9 (Request for Taypayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 or Form W-8BEN, whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Bank.

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

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

As an alternative to depositing Down Payments in escrow as set forth above, Seller may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. The use of the foregoing alternative escrow will first be disclosed in an amendment to the Offering Plan and made subject to all applicable laws and regulations. See "Rights and Obligations of Sponsor" section of the Offering Plan for further information.

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

In the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price plus any interest earned thereon, may be retained as liquidated damages. Notwithstanding the above, the actual cost incurred by Seller for any special work in the Unit requested by Purchaser and agreed to by Sponsor, in its sole discretion may also be retained as liquidated damages. Seller agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing and/or the Consummation of the Plan.

The balance of the Total Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days prior written notice of the closing date for his Unit, which notice will also remind him of his obligation to pay the balance of the purchase price at that time and will state when Common Charges will be due and payable.

17. **Equipment and Furnishings**. Seller will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the purchase price of the Unit.

18. **Acceptance of Condition of Unit; Risk of Loss**.

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

(ii) Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Seller or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title, but shall be obligated to make an inspection appointment with Seller or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

(iii) Purchaser represents to Seller that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date and subject to any other obligations of Seller under the terms of the Plan.

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

obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR INSURANCE AGENT AS TO HIS OR HER INSURANCE NEEDS.

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

19. **Possession of Unit Prior to Closing**. It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and if the Seller so elects, the Seller may cancel this Agreement and the amount deposited hereunder shall belong to the Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property before, on or after the closing of title herein.

20. **Limitation of Seller's Liability**. The Seller's liability under this Purchase Agreement for failure to complete and/or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

21. **Definitions**. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

22. **Gender**. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. **Other Agreements**. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage**. Purchaser represents and warrants to Seller that Halstead Property Development Marketing, LLC and _____, as the co-broker, are/is the only broker(s) or sales agents with whom Purchaser has dealt in connection with this transaction, hereinafter the "Broker". Seller agrees to pay the commission earned by the Broker pursuant to a separate agreement between Seller and the Broker. Purchaser agrees that should any claim be made against Seller or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Seller and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this paragraph 25 shall survive the closing of title.

26. **Governing Law**. This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York, notwithstanding the principals of Conflict of Laws.

27. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. **Costs of Enforcing and Defending Agreement**. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement, or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing either Seller's rights or Purchaser's obligations hereunder, but only in the event the Sponsor prevails.

29. **Acceptance by Seller**. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Down Payment to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Within thirty (30) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, together with the required Initial Down Payment, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or

(b) reject this Agreement offer and refund the Initial Down Payment tendered by Purchaser.

If Seller takes no action within said thirty (30) day period this Purchase Agreement shall be deemed null and void and Seller will return Purchaser's Down Payment within twenty (20) days.

Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

30. **Transfer Tax Returns**. At closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (TP-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and TP-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental officer.

31. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after February 17, 2016, the Purchaser of such real property interest must deduct and withhold a tax equal to fifteen percent (15%) of the purchase price unless the Seller furnishes a certificate that it is not a foreign entity or individual. Seller, a New York limited liability company, will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

32. **Custom Work**. Purchaser acknowledges and agrees that all custom work ordered by Purchaser and consented to by Seller in its sole and absolute discretion, is to be performed by Sponsor's contractors. The cost of such custom work will be in addition to the total purchase price for the Unit and will be at the sole cost and expense of Purchaser. The initial downpayment for the purchase of the Unit will be increased by the total cost of the custom work. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been disbursed or are required to pay for the custom work.

33. **Damage to Public Improvements, Amenities and Common Elements**. Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Element on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This paragraph shall survive delivery of the deed at Closing.

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

35. **Confidentiality**. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties' respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

36. **Storage Room**. If applicable, the Purchaser will be assigned one or more Storage Rooms in the Building and at the Closing will be required to execute a Storage Room License governing the use of the Storage Room(s). A copy of the Storage Room License to be executed at Closing is attached hereto as Exhibit "B". The Storage Room License will only be assigned to the Purchaser simultaneously with the Purchaser acquiring the Unit. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. The Storage Rooms are located on the cellar level, fourth floor and sixth floor of the Building and Sponsor cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

Residential Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the assigned Storage Rooms may not be completed prior to the closing of title to any particular Residential Unit and the fact that a Storage Room may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Purchaser shall be responsible for the payment of any state and city transfer

taxes due in connection with the licensing of the Storage Room. The provisions of this paragraph 36 shall survive the Closing.

37. **Purchaser's Representations**. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the downpayment represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the downpayment.

Purchaser is not now, nor shall it be at any time prior to or at the Closing, an individual, corporation, partnership, joint venture, trust trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any person who owns an interest in Purchaser is now nor shall be at any time prior to or at the Closing a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312(a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

Purchaser has taken, and shall continue to take until the Closing, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. App. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

The provisions of this paragraph 37 shall survive the Closing of title to the Unit or termination of this Agreement.

38. **Smoking Policy**. Purchaser hereby acknowledges and agrees to the Condominium's smoking policy, which is disclosed in the Offering Plan as follows: "No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units."

39. **Survival**. The closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom. All representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

40. **Conflict with Plan**. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

41. **Counterparts**. This Purchase Agreement and any Rider(s) attached thereto may be executed by facsimile and/or pdf signature and/or in any number of counterparts and each of such facsimile and/or pdf signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimiles and/or pdf signatures and/or counterparts shall together constitute but one and the same Purchase Agreement.

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

Dated: _____, New York
_____, 20__

_____L.S.

_____Purchaser

_____L.S.

_____Purchaser

Accepted:
Accepted:
368 Third Owners LLC

By:_____
Yehuda Mor, Authorized Signatory

Dated:_____, 20__

By:_____
Lior Carucci, Authorized Signatory

Dated:_____, 20__

ESCROW AGENT:
D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP

By:_____
_____, Partner

Dated:_____, 20__

Exhibit A

WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

In consideration of Sponsor/Seller conveying title to Unit _____ of _____, a condominium located at 368 Third Avenue, New York, New York 10016 and for other good and valuable consideration to Sponsor/Seller, the receipt and sufficiency of which is hereby acknowledged by Sponsor/Seller, Purchaser hereby agrees to the following:

1. Capitalized terms used and not otherwise defined in this Waiver shall have the respective meanings ascribed thereto in the Offering Plan, as amended from time to time.

2. Purchaser represents and warrants that the Purchase Agreement for Unit _____ and the sales transaction contemplated thereunder is a commercial rather than a public or governmental act, and that Purchaser is not entitled to claim immunity from legal proceedings with respect to Purchaser or any property of Purchaser on the grounds of sovereignty or otherwise under any law or in any jurisdiction where any action may be brought for enforcement of Purchaser's obligations thereunder.

3. To the extent that Purchaser has now or may hereafter acquire such, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and the Condominium Declaration and By-Laws, (i) immunity from the jurisdiction of any court (including but not limited to the courts of the United States or any State thereof) and (ii) immunity of Purchaser's revenues, assets or properties (whether commercial or non-commercial) (A) from execution upon, attachment in aid of execution upon, and attachment prior to a judgment of any such court, (B) from setoff, and (C) from any other legal action or proceeding taken to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws. In addition to the extent not prohibited by the laws of the United States or international law, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and/or the Condominium Declaration and By-Laws, "mission inviolability" as same has been interpreted under the Vienna Convention on Diplomatic Relations, 23 U.S.T. 3227.

4. Purchaser, Sponsor/Seller and the Board of Managers of the Condominium acknowledge and agree that all disputes arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws and all actions to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws may be dealt with and adjudicated in the courts of the United States of America or the State of New York, as Sponsor/Seller and/or the Board of Managers of the Condominium elect, and, by execution of the Purchase Agreement, Purchaser hereby expressly and irrevocably accepts for itself and, to the extent permitted by law, in respect of Purchaser's property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or in any action to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws. So far as is permitted under applicable law, this consent to personal jurisdiction by

Purchaser shall be self operative and no further instrument or action, other than service of process in one of the manners specified in this Waiver, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

5. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by applicable law, Purchaser hereby irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection which Purchaser may now or hereafter have to the laying of venue or any suit, action or proceeding relating, directly or indirectly, to the Purchase Agreement and/or the Condominium Declaration and By-Laws in the State of New York, (ii) any claim that the State of New York is not a convenient forum for any such suit, action or proceeding, and (iii) any claim that Purchaser is not personally subject to the jurisdiction of the above named courts. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by law, Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Purchaser and may, to the fullest extent permitted by applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

6. In the case of the courts of the United States of America and the State of New York, Purchaser hereby designates, appoints and empowers the party described below ("Purchaser's Agent"):

_____

_____

_____

as its authorized agent to accept and acknowledge for and on Purchaser's behalf service of process in any legal action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws, but for no other purpose. Purchaser acknowledges that the provisions of this Section 6, and the provisions of Section 8, below constitute a "special arrangement for service" within the meaning of 28 USC §1608.

7. Purchaser shall have Purchaser's Agent execute all documents and affidavits reasonably necessary to insure that (i) the designation and appointment of Purchaser's Agent as such shall be irrevocable until one year after the date of the closing of title to the Unit, and (ii) Purchaser's Agent shall not cease to act as the agent for service unless and until, in either case, another agent for such purpose reasonably satisfactory to Sponsor/Seller and/or the Board of Managers of the Condominium shall have been irrevocably designated and appointed and Purchaser shall have delivered to Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, evidence in writing of such other agent's acceptance of such appointment. Any attempt by Purchaser's Agent to

cease to so act shall be ineffective and without force or effect unless the foregoing provisions of this Section 7 shall be complied with.

8. Purchaser hereby consents to process being served in any suit, action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws either by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested to (i) Purchaser at the address set forth in the Purchase Agreement, if mailed prior to the closing of title to the Unit, and thereafter at the Unit conveyed, and (ii) to Purchaser's Agent at the address set forth in Section 6 of this Waiver. Service shall be deemed completed ten (10) days after delivery thereof to such party served. Purchaser irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service and agrees that such service (i) shall be deemed in every respect effective service of process upon Purchaser in any such suit, action or proceeding, and (ii) shall to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal, delivery to Purchaser. Copies of any process or other papers served on Purchaser's Agent shall be forwarded promptly to Purchaser but failure to do so shall have no effect on the effectiveness of such service on Purchaser's Agent. Purchaser undertakes to enter an unconditional appearance within thirty (30) days after the completion of such service.

9. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York in order to make effective (a) the appointment of Purchaser's Agent, (b) the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York, and (c) any other provisions of this Waiver.

10. Nothing in this Waiver shall affect the right of Sponsor/Seller and/or the Board of Managers of the Condominium to serve process in any other manner permitted by law or limit the right of Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

11. The provisions of this Waiver shall survive the closing of title to the Unit to Purchaser for the purpose of any suits, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or any action to enforce the Purchase Agreement and/or Condominium Declaration and By-Laws.

Dated: _____, 20__

_____

, Purchaser

_____

, Purchaser

EXHIBIT B

STORAGE ROOM LICENSE

AGREEMENT MADE THIS _____ day of _____, 20__ (this "Agreement") by and between the Board of Managers of 368 Third Avenue Condominium ("Licensor"), having an office at c/o 368 Third Owners LLC, 540 Madison Avenue, Suite 16B, New York, New York 10022 and _____, residing at 368 Third Avenue, Unit ___, New York, New York 10016 (the "Licensee");

WHEREAS, pursuant to that certain Condominium Declaration, By-Laws and Rules and Regulations for the condominium known as 368 Third Avenue Condominium (the "Condominium") dated _____, recorded on _____ as CRFN _____, as same may be amended from time to time, (collectively the "Declaration") for the property having the street address of 368 Third Avenue, New York, New York 10016 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Common Elements of the Condominium, including, without limitation the "Storage Rooms" as same are described and defined in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Room identified as Storage Room #____ located on the (cellar, fourth floor, sixth floor)(delete whichever is inapplicable) of the Building (the "Room") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its permitted successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Room during the term hereof for storage of Licensee's personal property and the property of occupants of the Licensee's Residential Unit (the "Permitted Users") and for no other purpose. Licensee shall not store in the Room any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, materials or fluids, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with other licensees of Licensor, or (b) store any property in the Building outside of the Room, (c) allow any other person to use the Room except in accordance with the terms thereof, or (d) deface, damage or alter the Room, the Building or Licensor's equipment. Licensee shall keep the Room locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to

safeguard the keys and Licensee is fully responsible for whoever has possession of the keys, except for the duplicate key delivered to Licensor.

2a. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Room or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Licensee with respect to this Agreement.

2b. The term of this License shall commence on date first set forth above (the "Commencement Date"), and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Room, vacant and broom clean, in the condition as existed prior to the commencement of this Agreement normal wear and tear excepted. Any property not removed from the Room at the expiration or sooner termination of this Agreement shall be deemed abandoned and may, at Licensor's option, exercised in Licensor's sole and absolute discretion, be retained as Licensor's property or disposed of at Licensee's sole cost and expense and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

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

4. Neither Licensor nor its agents or employees shall be liable for any theft or damage to the property stored in the Room unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Room at Licensee's own risk, including, without limitation, the possibility that the Room may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the Licensor or its agents be deemed to act as Licensee's bailee.

5. Licensee represents that it has made a thorough inspection of the Room and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Room. Licensee shall repair all damage to the Building and the Room caused by moving of Licensee's property, furniture or equipment.

6. Licensor shall not provide any services to the Room, except the existing overhead lighting in the cellar floor room in which the Room is located. Licensee shall keep the Room clean. Licensee shall have access to the Room between the hours of 9:00 A.M. to 10:00 P.M.

only, seven days a week, or as may otherwise be authorized from time-to-time by the Board of Managers of the Condominium in its sole and absolute discretion.

7. This Agreement may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Room until Licensee cures such default, or (ii) terminate this Agreement by the giving of three (3) days prior written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Room only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction thereover, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Room. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt for the Property. Licensee may permit use of the Room by others who are not Permitted Users only with the prior written consent of Licensor and, if applicable, Lender (as defined in paragraph 13 of this Agreement) with a security interest in the License.

10. Both Licensor and its' agents shall each have the right (but not the obligation) to open the Room in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Room or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof, except for gross negligence.

11. Notwithstanding anything to the contrary set forth herein, and subject to paragraph 2(b) of this Agreement, in the event Licensee desires to assign this Agreement, such assignment shall be subject to compliance by Licensee with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Room by others than the Permitted Users only with the consent of Licensor.

12. Notwithstanding anything to the contrary set forth herein, the right of Licensee to assign this Agreement is further subject to (i) the consent of the lender or other holder (collectively "Lender") of any mortgage loan encumbering the Licensee's Residential Unit, and (ii) compliance by Licensee with the requirements of Lender including, but not limited to, if required by Lender, the pledge and grant of a first priority security interest in all of Licensee's right, title and interest in and to this Agreement as collateral security to Lender for the prompt and complete payment and performance of all of Licensee's obligations under the mortgage.

13. All capitalized terms used in this Agreement and not defined herein shall have the same means ascribed to them in the Declaration and By-Laws.

14. This Agreement shall inure to the benefit of and be binding upon Licensor's successors and assigns and the heirs, executors, permitted successors and assigns of the Licensee.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge or deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

19. On the first day of the thirteenth (13th) month after the Commencement Date, the Licensor has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the Term of this Agreement. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers, as Licensor, then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the Commencement Date and will continue for the following twelve (12) consecutive months. Thereafter the Board of Managers, as Licensor, may increase the License Fee on each anniversary date of the Commencement Date, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

Board of Managers of
368 Third Avenue Condominium

By:_____
Title:

LICENSEE:

_____

_____

Attached Storage Room Floor Plan

Storage Room #____

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 368 Third Avenue, New York, New York 10016, in the Condominium known as 368 Third Avenue Condominium consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 368 Third Avenue Condominium jointly, true and lawful attorneys-in fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint 368 Third Owners LLC (hereinafter collectively the "Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 17 and 18 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided,

however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint 368 Third Owners LLC as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

FORM OF UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between 368 Third Owners LLC, having offices at 540 Madison Avenue, Suite 16B, New York, New York 10022, hereinafter collectively the "Grantor", and _____ _____, the "Grantee," residing at _____ _____.

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Unit known as Unit No. _____ in the Building known as 368 Third Avenue Condominium, located at 368 Third Avenue, in the Borough of the Manhattan, New York County, City and State of New York and also designated and described as Unit No. _____ in the Declaration establishing 368 Third Avenue Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 20__, and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 20__, in CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated as Block No. 882, Tax Lot No. _____ on the Floor Plans and Site Plan (the "Floor Plans") of the Building, certified by Mario Yao, principal of SLCE Architects, LLP, which Floor Plans are filed in the Real Property Assessment Department of the City of New York on the _____ day of _____, 20__, as Condominium Plan No. _____ and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, New York County, as Condominium Plan No. ____, Map No. ____ (hereinafter called the "Unit"). The land area of the Property is described as follows:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, being known and designated as Lot Nos. 735 and 736 on a certain map entitled "Map of Rose Hill Farm, situated in the Ninth Ward of the City of New York, the property of the late Nicholas Cruger" surveyed by Stephen Ludlow, City Surveyor, dated January, 1812, being bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue distant 49 feet 4-1/2 inches southerly from the corner formed by the intersection of the westerly side of Third Avenue with the southerly side of East 27th Street;

RUNNING THENCE southerly along the westerly side of Third Avenue, 49 feet 4-1/2 inches to a point;

THENCE westerly parallel with the southerly side of East 27th Street, 112 feet to the easterly side of Broadway Alley;

THENCE northerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue, 49 feet 4-1/2 inches;

THENCE easterly and again parallel with the southerly side of East 27th Street, 112 feet to the westerly side of Third Avenue, the point or place of BEGINNING.

Being the same premises conveyed to 368 Third Owners LLC, the party of the first part herein, from 366-368 Third Owner LLC, by deed dated April 30, 2018, recorded May 7, 2018 as CRFN 2018000151471.

SAID PREMISES to be known as and by the street numbers 368 Third Avenue, New York, NY 10016.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in said premises;

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements");

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage,

condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

TOGETHER with and SUBJECT TO EASEMENTS, rights of way, restrictions and encumbrances created by the Declaration for 368 Third Avenue Condominium recorded in the New York County Office of the Register of the City of New York on the _____ day of _____, 20__ as CRFN _____.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid; this deed was authorized at a duly called meeting of the members of Grantor;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The Unit is intended to, and, subject to and by the terms of the Declaration, is to be used as a (Residential) (Commercial) Unit.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of clause 18 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The Grantee accepts and ratified the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the office of the New York City Register, New York County.

This conveyance has been made with the consent of all the members of the party of the first part entitled to vote thereon at a meeting duly called.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

Grantor:

368 Third Owners LLC

By:_____
Yehuda Mor, Authorized Signatory

By:_____
Lior Carucci, Authorized Signatory

_____
Grantee:

_____
Grantee:

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

October 28, 2019

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS
368 THIRD AVENUE, NEW YORK, NY

A. *Location and Use of Property*

1. Address: 368 Third Avenue
New York, New York

2. Block/Lot Number: Block 882, Lot: 47, 48

The building is located within a zoning lot including tax lot 44, 45, 46, 47 & 48, tax lot 44, 45 & 46 are the "Air Rights Parcel". Easement and Declarations listing CRFN#2017000197952, CRFN#2017000197953, CRFN#2017000197954, CRFN#2017000197955. Light and air agreement is in place preventing the adjacent building from future development that will destruct the light and air of windows along south side of the building.

The building is a compensated development with an HPD agreement for the transfer of 7,054 DF of development rights from 225 East 39th Street. HPD has issued a completion Notice dated October 30, 2017 for 225 East 39th Street.

3. Zoning District: C2-8 (R10), R8B

4. Permissible Uses: C2-8 (R10) - Use Group 1-6; Residential, Community Facilities, Commercial.
R8B - Use Group 1-4; Residential, Community Facilities.

B. *Status of Construction*

1. Year Built: The Plans were filed and approved by the Department of Buildings under New Building Application No. 121190745 dated 11-09-17, with Post Approval Amendments dated 04-09-18 and 05-20-19. Construction of the Building is scheduled to start on December 20, 2018 and it is scheduled to be substantially completed on or about June, 2021 unless delayed due to strikes, labor disruptions, and late delivery of materials, fire, explosions, inclement weather, or any other causes beyond the control of the Sponsor.

2. Class of Construction: Fireproof, Construction Class 1B, conforming to all applicable regulations of the 2014 Building Code of the City of New York. All primary structural members will be provided with a 2 hour fire resistant rating, 3 hours for columns supporting floors, 2 hours for Floor construction, 1 hour for roof construction.
The building will conform to all applicable Quality Housing Program requirements. The building complies with the required minimum dwelling

unit size of 400 SF; all residential windows are double glazed; the refuse storage and disposal room have a minimum size of 12 SF and a minimum dimension of 3'-0", with minimum enclosed storage of 2.9 CF per dwelling unit within the zoning lot. The building also provided recreation spaces of minimum of 2.8% of the total residential floor area, total of 3,183 SF of indoor recreation area has been provided at the 2nd floor. The indoor recreation space provides windows measure not less than 9.5% of the total spaces of the room.
The building will be designed with the goal of achieving a Green Building Council LEED certification level.

3. Certificate of Occupancy:

Sponsor will apply for temporary Certificate of Occupancy from the Department of Buildings upon substantial completion of a portion of the building. Temporary uses of such portion of the building will be permitted upon the issuance of temporary certificates of occupancy. After substantial completion of construction sponsor will apply for a permanent Certificate of Occupancy. The Permissible Uses will be reflected on both temporary Certificates of Occupancy and permanent Certificate of Occupancy.

4. Permit numbers and description of work done:

New Building Construction is under permit number 121190745-01-NB. Currently, the construction of the proposed building is in foundation as of the date of this report.

5. Department of building relevant job filings::

New Building:	NB- 121190745	05/20/19 Permitted
PAA for NB	NB- 121190745	04/09-18 Permitted
PAA for NB	NB- 121190745	05/20-19 Permitted
Foundation:	FO- 121190745	12/20/18 Permitted
Plumbing:	PL- 121190745	05/24/19 Permitted
Mechanical:	MH-121190745	12/20/18 Permitted
Buildings pavement Plan:	BPP- 140634552	09/14/18 Approved
Sprinkler and stand pipe:	SP/SD – 140635267	10/01/18 Permitted
Emergency Generator:	140650025	01/23/19 Approved
Temporary Stand Pipe	Temp SD- 123531259	12/18/18 Permitted

*C. **Site:***

1. Size:

The zoning lot consist of tax lot 44, 45, 46, 47 and 48, an existing 5 story buildings will remain at each of lot 44 and 45, and an existing six (6) story building will remain at lot 46. The proposed building will be located on lot 47 and 48.
The lot size of lot 47 and 48 is 49.40 feet x 112.00 feet, approximately 5,532 square feet.

2. Number of Building and Use:

The Building will be comprised of one 35-story structure above grade, with one subgrade level, and roofs/bulkhead. The Building will consist of one

hundred (100) Residential Units and a Commercial Unit, floor designation will be of marketing floors as detailed in Section G.

a. Cellar floor contain: Residential common laundry room, residential storage room, bicycle storage and compactor room and elevator control room. Commercial Unit, water and fire pump room, electric switchgear room, pump room, ATS room, building storage, employee's lockers/toilet and superintendent office.

b. Ground floor contain: Commercial Unit, residential lobby, mail room, package room, cart room and fire alarm panel room. Along Broadway Alley access to residential service elevator lobby, closet storage and gas meter room.

c. 2nd floor will contain: Residential amenities including fitness center, yoga/pilates studio, party room, and media room and superintendent apartment.

d. 3rd floor will contains: Residential Units, mechanical room, FA closet, electric meter room and MDF room.

e. 4th floor will contain: Residential Units and tenant storage room.

f. 5th floor will contain: Residential Units and bike room.

g. 6th floor will contain: Residential Units and tenant storage room.

h. 7th floor will contains: Residential Units, mechanical room, telecom room, electric meter room and FA closet.

i. 8th thru 12th floor, 14th thru 16th floor, 18th thru PH 33rd/PH 34th floor will contain: Residential Units.

j. 17th floor and 35th floor will contain: Mechanical equipment room.

k. 36th floor will contain: Mechanical equipment room and residential common roof terrace.

l. Main roof will contain: Cooling tower, emergency generator and rooftop air conditioning unit.

m. Roof bulkhead will contain: Elevator machine room.

3. Streets: The Property has frontage on Third Avenue and Broadway Alley.

a. Third Avenue:

Third Avenue is owned and maintained by the City of New York, paved with asphalt and in good condition, pitched to drain through catch basins (catch basins are part of the New York City storm water drainage system), street lighting will be provided primarily by existing New York City light poles.

b. Broadway Alley:
Broadway Alley is a private owned street, the street abutting the property will be replaced with new asphalt pitched to drain towards East 26th or East 27th Street. NYC will not maintain, clean or snow plow the Broadway Alley, the cost of maintaining this street will be borne by the Residential Unit owners as Residential Common Expense. On September 1, 2016, the NYC DOB issued a ZRD1 determination under Control No. 46739 directing that, in order for the Broadway Alley (defined below) to meet the definition of a "street" for zoning purposes so that the owner of the Property, and subsequently Sponsor, could satisfy building, construction, certificate of occupancy and zoning requirements in connection with the construction of the Building, the DOB directed that the gates that were installed at each end of the Broadway Alley by an adjoining property owner (the "Gates") must be removed to create an open and unobstructed way, and in connection therewith further directed that, "A statement shall be provided on the Certificate of Occupancy that "Access through each end of the Broadway Alley shall not be obstructed with fences and/or gates." (collectively, the "ZRD1 Condition"). The requirements of the ZRDI Condition have been satisfied as part of the approval process for the construction of the Building.
There are no existing street light in Broadway Alley, lighting will be provided at exterior Façade of the Building. Broadway Alley are pitched to East 26th Street and East 27th Street to drain though catch basin.

4. Sidewalks:

a. Third Avenue:

The sidewalk abutting the Property will be replaced with new concrete sidewalk running full width of the Property line and pitched for drainage to the curb. Sidewalk curbs will be replaced with new steel-faced concrete curbs. The sidewalks and curb cuts will comply with NYCDOT.

b. Broadway Alley:

There are no existing sidewalk along Broadway Alley.

D. ***Utilities:***

1. Electricity:

Electricity will be provided by Consolidated Edison Company ("Con Ed"), a regulated company. Each Residential Unit electricity charge will be directly metered. The electricity consumed in the Commercial Unit will be separately metered and paid by the Commercial Unit Owner. The electricity consumed in the Common Elements [Common Elements include General Common Elements, Residential Common Elements and Commercial Common Elements] will be metered by the Con Ed Master Meter and the cost of same will be allocated proportionately to the Residential Units as common charges.

2. Gas: Gas will be provided by Consolidated Edison, the Manhattan gas utility company. The cost of the gas consumed in each Residential Unit including all gas used for cooking purposes will be a Residential Common Expense. Separate meters shall be required for Generator, Mechanical equipment, and "common" residential cooking, respectively, shall be paid for by the Condominium and reimbursed from each residential unit's common charges as part of the Residential Common Expenses. An additional gas submeter shall be provided by the commercial unit owner or its retail tenant which will be paid for by said commercial unit owner or its tenant. All gas heating expenses for the commercial unit owner or its tenant shall be paid for by the Condominium and reimbursed as part of the commercial unit owner's common charges or by its retail tenant. Gas meters will be installed in gas meter room on ground floor. Gas consumed for heating common elements is included under building common charges. See line item for boilers.

3.

4. Water and Sewer: Water and sewer service will be provided by The City of New York. Water for the Building is master metered. The cost of the water consumed in each Residential Unit and in common spaces will be a Residential Common Expense. All domestic water usage shall be metered by a common domestic water service meter. The commercial retail unit shall be provided with a sub-meter which will measure the amount of water used. The Condominium will be required to read and bill the commercial unit owner or its retail tenant.

5. Telephone: Telephone service will be provided by a communications or telephone company. Each Residential Unit will be required to request telephone services and pay the telephone charges associated with his or her Residential Unit directly to the Telephone Company. The telephone charges with respect to the common elements (such as the concierge's desk, maintenance offices and shop, etc.) will be part of the Residential Common Expenses.

6. Cable & Television: Cable television service will be provided by a service provider. Each Residential Unit who desires to obtain such service will be required to request cable and television services and pay the monthly service directly to the cable company. Cable TV outlets will be provided in the living room and each bed room of the apartment unit.

E. ***Sub-Soil Conditions:***

1. Subsurface Conditions:

Uncontrolled fill was encountered to depth of approximately 13-ft below ground surface. The fill comprised of brown, silty sand, gravel, brick and construction debris. The fill is underlain by a dense glacial deposit from about 13-ft to 23-ft below ground surface. It is comprised of brown sand with varying percentages of silt, gravel, and broken rock. A layer of decomposed rock was encountered below the glacial till. This stratum was encountered at approximately 23-ft depth from sidewalk level. Medium Hard mica schist bedrock was encountered at approximately 35-ft depth below the Broadway alley. To maintain stability of the existing overburden

soils during foundation work, temporary shoring and bracing (SOE) will be installed to retain all soils as required for DOB and OSHA compliance. The neighboring building will additionally be underpinned to maintain structural stability during the course of excavations and foundation construction.

2. Groundwater: The stabilized groundwater level was observed at 16-ft below the Broadway alley. Groundwater levels may vary with weather conditions, seasonal factors, or other unknown conditions. To mitigate impacts to the new building from the fluctuating groundwater level, the foundation shall be waterproofed accordingly to deter infiltration into the cellar level.

3. Flooding There is no danger of flooding from either the groundwater table or other bodies of water. Additionally there is no potential for mudslides or erosion. The site is not located in an area designated as a flood zone.

F. ***Landscaping:***

1. Grass Cover: None

2. Planting: None

3. Trees: There are a total of two (2) existing tree abutting the property on Third Avenue. These will be three (3) additional trees required for the proposed building and will be pay into tree fund.

4. Fencing: None

5. Gates: None

6. Garden walls: None

7. Retaining walls: None

8. Display Pool & Fountains: None

G. ***Building Size:***

1. Total Height: Approximately 410'-2" from ground floor residential lobby finished level to the top the bulkhead enclosure.

2. Crawl Spaces: None

3. Number of Sub-cellar and Cellar: One (1) cellar level.

4. Number of Floor: The Building will consist of 35 construction levels above grade with main roof and roofs/bulkhead. Construction necessitates a sequential numbering

of floors, therefor, two (2) different methods of numbering of floors exist and are shown below, construction and marketing floors. All floor numbering in this report will be marketing floors.

Construction Floor	**Marketing Floor**
Cellar	Cellar
Ground Floor	Ground Floor
2nd Floor	2nd Floor
3rd Floor	3rd Floor
4th Floor	4th Floor
5th Floor	5th Floor
6th Floor	6th Floor
7th Floor	7th Floor
8th Floor	8th Floor
9th Floor	9th Floor
10th Floor	10th Floor
11th Floor	11th Floor
12th Floor	12th Floor
13th Floor	14th Floor
14th Floor	15th Floor
15th Floor	16th Floor
16th Floor	17th Floor
17th Floor	18th Floor
18th Floor	19th Floor
19th Floor	20th Floor
20th Floor	21st Floor
21st Floor	22nd Floor
22nd Floor	23rd Floor
23rd Floor	24th Floor
24th Floor	25th Floor
25th Floor	26th Floor
26th Floor	27th Floor
27th Floor	28th Floor
28th Floor	29th Floor
29th Floor	30th Floor
30th Floor	31st Floor
31st Floor	32nd Floor
32nd Floor	PH33rd Floor (Duplex – Lower Level)
33rd Floor	PH34th Floor (Duplex – Upper Level)
34th Floor	35th Floor
35th Floor	36th Floor
Main roof	Main Roof
Roof bulkhead	Roof Bulkhead

5. Equipment Rooms: Mechanical equipment rooms are located in the cellar, 17th floor, 35th floor, 36th floor, main roof, roof bulkhead.

6. Parapet Height: The parapet and/or railing assemblies will extend a minimum of 3'-6" above the roofs or terrace finishes, no ladder effect on railing assemblies.

H. Structural System:

The building foundations consists of a combination of shallow foundations including isolated spread footings, and strip footings under portions of the foundation walls and caisson mats and caisson caps. Footing have been designed to bear on 6 TSF soil. The footings are located on the east and west portions of the site where the building sets back, minimizing the load on these elements. The most heavily loaded foundation elements including primary tower columns and tower core structure are supported on Caissons. The tower core is supported on a 72" thick 10KSI concrete mat, in turn supported on 1500 tons drilled caissons. Caisson caps supporting primary tower columns are supported on 1350 tons drilled caisson elements. Foundation elements are tied together via 16" thick concrete pressure slab, designed to withstand the effects of hydrostatic uplift with design water elevation at el. +25'-9" NAVD 88. Foundation walls have been designed to support loads imposed due to soil and surcharge loading. Sub-grade drainage system is provided for the foundation of the building. Membrane water proofing will be provide for foundation walls and foundation slab.

Building superstructure consists of flat plate cast-in-place concrete slabs (8" typical and 10" at 1st floor, portion of 2nd floor to 10th floors) supported on concrete columns and concrete shear walls. The building's lateral system consists of shear walls around the building core and tied together with concrete link beams. Typical residential floor assembly will consist of 8" or 10" thick concrete slab and engineer wood flooring with acoustic underlayment to meet impact insulation class (IIC) rating of 50 minimum.

1. Exterior of Buildings:

a. Walls:

Exterior walls at north side of the building will be aluminum panels on reinforced concrete wall or concrete masonry unit with mineral wool insulation of R-10 minimum at outboard side of concrete or concrete masonry unit; 1st floor to 11th floor will have concrete wall or concrete masonry unit exterior wall abutting adjacent building. The north side of the building wall system will be two (2) hour fire rated with lot line windows as descripted in section b (iv).

East and west side of the building will have exterior window wall system consist of casement windows, fixed vision glass, spandrel glass and aluminum insulated panel. The window wall system overall assembly U-value to be no more than 0.38. The west side of the building from 1st floor to 5th floor will have two (2) hour rated gypsum wall assemble behind window wall system with 45% maximum window openings of the exterior façade area as per BC table 705.8 & Building Bulletin 2015-017.

South side of the building will have exterior window wall system same as East & West side of the building from 15th floor and up, aluminum panels on reinforced concrete wall or concrete masonry unit similar to north side from 7th floor to 9th floor, exterior insulated stucco on reinforced concrete wall or concrete masonry unit from 1st floor to 6th floor or Concrete masonry unit wall at exterior wall abutting adjacent building. Window along south side of the building from 10th thru 12th and 14th floors which are below the 60' height as

per New York City Building Department Building Bulletin 2015-017 (Building Bulletin 2015-017) lot line opening code requirement, as descripted in section b (v). Exterior wall from 1st floor to 9th floor will have two (2) hour fire rating as per BC table 601 and 602.

b. Windows:

(i) Exterior window wall consist of casement windows, fixed vision glass, spandrel glass and aluminum insulated panel. Aluminum window wall system shall be thermally broken system, baked on paint finish and glazed with factory-assembled 1 1/4" insulating glass units. The window materials will have a 5 year warranty from the window manufacturer. Insulating glass and aluminum finish failure will have an industry standard 10 year warranty. Exterior windows will be manufactured by Skyline Windows or approved equal.

(ii) All operative windows will be provided with limit stops to prevent window from being opened more than 4" and shall comply with the safety requirement established by the window fall prevention program of New York City Department of Health. Window screen will not be provided.

(iii) Aluminum/glass swing terrace doors to be provided by window wall manufacturer, low profile ADA saddle will be provided.

(iv) Lot Line Windows:

Along north side of the Building, lot line windows are provided on the north side of the Building in Residential Unit A and Residential Unit D – 14th thru 16th, 18th thru 26th floors, Residential Unit A and B – 27th thru 32nd floors and Residential Unit A and B – PH 33rd Floor. Lot line windows will have the tempered glass and will be protected with sprinklers. Lot line windows will not be used to satisfy NYC Building Code requirement for light and air. In the event that the adjacent Building located north of the property is renovated, enlarged or reconstructed, at any time in the future, lot line windows are subject to infill (protected) with fire rated construction by the Condominium Board.

(v) Windows along south side of the building:

Are located on the lot line between property parcel and adjacent air rights parcel. Light and air agreement is in place preventing the adjacent building from future development that will destruct the light and air of windows along south side of the building. Windows from 10th thru 12th and 14th floors which are below the 60' height as per

New York City Building Department Building Bulletin 2015-017 (Building Bulletin 2015-017) lot line opening code requirement, will have safety glass and will be protected with sprinkler and these windows are permitted to be used to meet light and air requirements.

(vi) Storefront:

Aluminum/Glass thermally broken storefront system will be provided on the ground floor of Residential lobby. Storefront will be manufactured by Kawneer or approved equal.

(v) Louver:

Louvers located at 17th floor, 35th floor, 36th floor and main roof will be Storm proof aluminum Louvers.

c. Exterior wall shall comply with New York City Local Law II, inspections shall be conducted at least once every five (5) years.

d. Landmark Status: None.

2. Parapets and Coping: Parapets will be concrete wall construction with aluminum insulated panels, aluminum coping with aluminum/glass railings. The top of railing will be a minimum of 3'-6" above roofs or terrace finishes, no ladder effect between the parapet and railing assemblies.

3. Chimneys and Caps: Boilers for space heating and water heaters for domestic hot water heating will be provided with direct vented system: UL1738 listed double wall construction vents for condensing boilers: Inner Shell: AL294C or equivalent; Outer Jacket 441L stainless steel or equal. Condensing boilers flues to terminate 3'-0" above perimeter wall on roof level. Generator shall be provided with 3'-0" length of flue at the top of the machine. Flue shall be made with inner liner of high-grade 444 stainless steel and outer jacket of 304 stainless steel. Insulation thickness shall be as required to allow for OSHA contact temperature compliance. Neighboring flues from 364 3rd Avenue (1 flue) and 160 East 27th Street (1 flue) are to be altered under a dedicated filing drawing to allow for code compliance.

4. Balconies and Terraces:

Balconies: None

Terraces:
Private terraces will be provided in Residential Units at 6th floor – Residential Units C and D, at 10th floor – Residential Unit A, at PH34th Residential Unit A and B. And a common residential terrace will be provided at the 36th floor. The 6th floor setback roof top access is designed in compliance with 2014 NYC Fire Code, Section FC 504.4 (Rooftop Access), separation between LCE roof terraces with have a 3'-0" minimum wide gate at fence for FDNY rooftop access, the fence will be minimum of 3'-6" above the terrace floor finishes, constructed with painted steel frame

and wood slats. The 36th floor common residential terrace will have painted steel tubes trellis at the south side. The maximum occupant for 36th floor common residential terrace will be 19 occupant.

a. Deck Finish:
All terraces will have concrete pavers.

b. Balustrade: None

c. Railing:
Aluminum/safety glass railing assemblies will extend minimum of 3'-6" above the terrace floor finishes. Railings will not create a ladder effect.

d. Coping: Aluminum coping

e. Soffits: None

f. Doors to Terraces:
Aluminum /glass swing terrace doors to be provided by window wall manufacturer, low profile saddle will be provided.

5. Exterior Entrances: The primary residential entrance to the residential lobby and entrance for the Commercial Unit is on Third Avenue.

a. Exterior Doors and Frames:
The primary residential entrance will be painted aluminum/glass doors. The commercial unit main entrance will be aluminum/glass storefront and doors by Kawneer or approved equal.

b. Vestibule Doors and Frames:
The vestibule doors will be painted aluminum/glass storefront doors by Kawneer or approved equal.

c. Exterior Stairs: None

d. Railings: None

e. Mail Boxes: See Section I.3.

f. Lightings:

(i) Street lighting will be provided primarily by sidewalk lamp post provided by the City of New York.

(ii) Exterior canopy will be provided with lighting consists of strip lightings and recessed lightings

6. Service Entrance: Service entrance is located on Broadway Alley. The service entrance will have a lockable pair of hollow metal door and frame. And a service entrance door is provided for the gas meter room located at Broadway Alley, will have a hollow metal frame and a steel door with steel mesh.

7. Roof and Roof Structures:

a. Type of roof:

(i) Materials:

The roofing system will be an Insulated Roof Membrane Assembly (IRMA) comprised of waterproofing installed below extruded polystyrene board and concrete pavers. Waterproofing will be manufactured by American Hydrotech or equal.

(ii) Insulation:

5" Insulation of R-Value of 25 will be provided in accordance with the NYS Energy Conservation Code.

(iii) Surface finish:

Concrete pavers.

(iv) Bond or guarantee:

The roofing will be warranted by the roofing manufacturer (roofing material and installation, including concrete pavers) for a period of ten years after date of substantial completion of the building.

(v) Flashing material:

Aluminum or stainless steel flashing will be provided.

b. Drains:

There will be sufficient number of roof drains for each area requirement drainage, including all setback roof terraces, main roof, and all bulkhead roofs. Each cast iron roof drain will be designed with an emergency overflow roof drain of the same capacity. Both roof drains shall be Zurn 1010C or equal and 1070C or equal respectively. All interior storm piping shall be no hub cast iron and comply with CISPI 310. There will be painted aluminum exterior gutters at south and north side, between the subject building and the adjacent building with leader to interior storm pipings. The gutter will be between 7th to 8th floor above the adjacent building at south side; and at 12th to 13th floor above the adjacent building at north side. There will be scupper at the bulkhead with leader down to main roof drains.

c. Skylights: None

d. Bulkheads:

Stair and elevator Bulkheads will be constructed of concrete floor and concrete roof. Bulkhead will be enclosed with masonry walls.

(i) Stairs/Elevator bulkhead:
Stairs and elevator bulkhead will be constructed of reinforced concrete floor and roof, enclosed with 2 hour fire rated enclosure consists of concrete block or reinforced concrete wall

(ii) Others:

Roof hatches and ladders will be provided for access to the bulkhead roof. Painted aluminum railings will be provided. Steel dunnage will be provide for mechanical equipment, including cooling tower, generator and roof top air conditioning unit. Painted steel ladders and platform will be provided to access cooling tower and air conditioning unit.

8. Fire Escapes: None

9. Yard and Courts: None

10. Interior Stairs: Egress stair A will serve the ground floor thru main roof, egress stair B will serve the cellar thru roof bulkhead. Egress stairs C and D will serve ground floor and cellar. All stairs will be 3'-8" wide minimum.

The stairs will be constructed of reinforced concrete. The stairs will be provided with 2 hour rated fire resistant enclosures consists of reinforced concrete and/or concrete block and/or gypsum wall board. Steel pipe handrails will be provided per code.

There are convenience stairs located within Units A and B duplex units, the stair will be wood stairs and will be 3'-0" wide minimum.

11. Interior Doors and Frames Partitions:

a. Residential Unit entry door and interior doors and frames:

The entrance door and frame to each Residential Unit will be wood door with hollow metal frame, 1 ½ hour F.P.S.C., STC 35. Residential Unit interior doors will be solid core painted wood door and frame. Partitions between two Residential Unit and public corridor will be provided with 2 hour fire rated and STC 50.

b. Corridor doors and frames:

Public corridor doors will be F.P.S.C. 1 ½ hour fire rated hollow metal door and frame.

c. Stair hall doors and frames:

Exit stair doors and frame will be F.P.S.C. 1 ½ hour fire rated hollow metal door and frame.

d. Roof doors, basement doors and frames:

All back of house doors and frames will be painted hollow metal, 1½ hour fire rated self-closing.

12. Elevators: Residential Passenger Elevator:

a. Passenger elevator and Passenger/service elevator, with Elevator machine room located within roof bulkhead, for the Residential Section of the Building are as follows:

Quantity/Capacity/Speed:

(i) One (1) passenger/elevator (PE-1) with a 3,000 pounds capacity operating at 700 feet per minute. This will accommodate approximately 13 people based on 2.3 square feet per person.

Floors served:	Cellar floor to PH34th floor.
Machine Type:	Gearless overhead traction.
Door type:	One speed side open horizontal sliding type.

(ii) One (1) passenger/service elevator (PSE-2) with a 3,500 pounds capacity operating at 700 feet per minute. This will accommodate approximately 15 people based on 2.3 square feet per person.

Floors Served:	Cellar floor to 36th floor
Machine Type:	Gearless overhead traction
Door type:	One speed side open horizontal sliding type.

b. Service Elevator:

(i) One (1) service elevator (PSE-3) with a 3,500 pounds capacity operating at 125 feet per minute. This will accommodate approximately 15 people based on 2.3 square feet per person. And service entry will be at the Broadway Alley. The Elevator machine room for PDE-3 is located in Cellar.

Floors Served:	Cellar to Ground Floor
Machine Type:	Hole less Hydraulic
Door type:	One speed side open horizontal sliding type.

c. Elevators will be supplied by ThyssenKrupp or approved equal.

d. One year warranty will be provided for elevator equipment and installation defects not related to ordinary wear and tear from the date each elevator's completed and placed in operation.

13. Elevator Cabs: Interior of passenger elevator cab and passenger/service elevator cab will be custom design. The interior finish will consist of stone flooring, wood veneer wall panel at side walls and back wall, stainless steel doors and front wall, metal or wood ceiling. Lighting in the elevator cabs will consist of recessed down lights and/or cove lighting. Elevator cabs will be supplied by ThyssenKrupp or approved equal. All elevators will be tied to the fire alarm system, and are equipped with an emergency alarm button, intercom and security camera.

I. Auxiliary Features:

1. Laundry Room: A common laundry room, approximately 127 SF, will be located at the cellar floor serving the Residential Unit Owners. The laundry room will contain two (2) coin operated washers, two (2) gas-fired coin operated dryers and one (1) stacked washer/dryer. Dryers will be mechanically ventilated and exhaust to the exterior. The laundry room will be part of the Residential Common Elements of the Building and the costs and expenses to operate and maintain (including electric, gas, water and heat) will be included in the Residential Common Expense. Washer/dryers within the Residential Units shall be electric non-vented or gas-fired and vented.

2. Refuse Disposal: Access to the refuse chute will be provided on 2nd thru 12th, 14th thru 16th and 18th thru PH34th floors. Refuse closet will be located off the public corridor. The metal chute will be enclosed in a 2 hour fire rated enclosure. The refuse chute will lead to a refuse compactor located at the cellar level. The compactor will be manufactured by International Dynetics Corporation or equal. The compacted bags will be stored in the compactor room until they are transferred to street level, the New York City Department of Sanitation will pick up the bags from the sidewalk curb outside the Building.

   Commercial Unit tenant will be responsible for putting out its garbage/recycle at the sidewalk curb for pick up and responsible for the fees, cost for private collecting.

3. Mail/Package Room: One (1) mailbox will be provided for each Residential Unit. Mailboxes will be aluminum horizontal front loading Series 4C by Salisbury Industries or approved equal, a package room for storing packages and cart room will be provided on the ground floor.

4. Bicycle Room: Two (2) bicycle room will be provided for use by Residential Unit Owners, one (1) bicycle room located on cellar level approximately 380 sf with capacity of 50 bicycles and one (1) bicycle room located on 5th floor approximately 685 sf with capacity of 65 bicycles. The bike rack storing systems will be wall hung bike rack, "wall rider by wirecrafters" or equal, and double tier bike rack, "Stretch Rack" by Saris Bicycle & Storage Solutions or equal.

5. Storage Rooms: A total of fourteen (14) storage rooms approximately 10.5 to 12 square feet will be located on cellar level, eleven (11) storage rooms approximately 12.5 to 25 square feet will be located on 4th floor, twenty one (21) storage rooms approximately 12 to 18 square feet will be located on 6th floor, storage rooms will be licensed to Residential Unit Owners. The approximate height of the storage rooms shall be 7'-0" and shall be furnished with heavy duty wire mesh partitions and doors. General lighting and one electric outlet will be provided within the common storage rooms, on the cellar, 4th floor and 6th floor, but no individual light and electric outlet will be provided within each individual storage room to be licensed to the Unit Owners.

6. Pet Washing Room: A Pet washing Room, approximately 69 SF, will be located at the Cellar Floor, for Residential Units Owner's use. The Pet Washing room will have a corn operated, self-service dog washing machine for dog washing.

J. Plumbing and Drainage:

1. Water Supply:

a. A 4" domestic water service with a curb valve is connected to the street water main in 3rd Avenue. The service line is extended to the Water Meter Room located in the Cellar where it is provided with a Double Check Valve Assembly (DCVA) type backflow preventer and a NYC DEP approved water meter. All domestic water usage in the building small be metered by one (1) common meter in the water service room. The available water pressure is approximately 34 psi based upon hydrant flow test data dated July 13th, 2015.

b. One (1) set of duplex water house tank fill pumps, Peerless 150DVMS295VFD-GAF or equal, in the water meter room will fill the two (2) compartment, combination domestic water and fire reserve tank on the 36th floor. This tank then supplies water by gravity feed to the four (4) domestic water zones in the building, each with pressures ranging between 40 psi and 85 psi at the plumbing fixtures. Pressure reducing valve assemblies are provided where pressure exceeds 85 psi. The highest domestic water zone, serving floors 26-Roof, will have a dedicated duplex domestic water booster pump on the 35th floor, Peerless 150TES39VFD-GAF or equal. All domestic water pumping systems shall have a one (1) year warranty and will include pressure switch and hydro-pneumatic tank to maintain system pressure.

c. The cooling tower serving the Building will be sub-metered on the 35th Floor with a NYC DEP approved water meter and the associated sewer cost shall be automatically removed from the Building's water bill. NYC DEP charges less for cooling tower make-up water as it does not drain back through the sewer. As such, we have provided a sub-meter which shall be provided with a remote meter reader in accordance with NYC DEP requirements. The water running through the sub-meter will be deducted from the master meter quantity and charged at a different rate from the master meter. The cost for cooling tower make-up water shall be included

as part of the Residential Common Expenses. This line shall be provided with an reduced pressure zone backflow preventer (RPZ) and a dedicated booster pump skid on the 35th floor, Peerless 22DVMS55VFD-GAF or equal. All domestic water pumping systems shall have a one (1) year warranty and will include pressure switch and hydro-pneumatic tank to maintain system pressure.

d. The domestic hot water for the Residential Units' use is generated from Domestic Hot Water Generating Stations fed by two (2) gas-fired mechanical boilers located in the 35th floor mechanical room. The mechanical boilers shall be Viessemann model CA35.0 or equal. The Hot Water Generation Station skids will be AERCO/FPS model DHWG (DW) or equal and located on the 3rd, 17th and 36th floors. From the Hot Water Generation skids hot water is distributed to risers serving the common residential units. The commercial unit owner or its retail tenant shall be responsible for designing their own domestic hot water heating equipment based upon their proposed usage.

e. The hot water piping system parallels the cold water distribution for each zone. The hot water distribution systems shall be connected to the respective hot water recirculation line serving each of the four (4) domestic water zones.

f. The domestic hot water temperature to all fixtures will be 120 degree Fahrenheit and controlled by a mixing valve at the respective hot water generation station.

g. Flow conservation devices will be provided on all water supplies to all showers in the Residential Units.

h. Backflow preventers and vacuum breakers will be provided as required to protect the domestic water supply.

i. Air chambers are provided at the top of all risers and throughout the piping systems to prevent water hammering.

j. All water risers will be provided with shutoff valves in accessible locations.

k. Expansion compensators and loops will be provided on hot and hot water circulation piping system.

l. Hot water recirculation, hot, and cold water piping will be insulated with a minimum of 1/2" insulation thickness and minimum of 0.21 BTU-in/hr-ft^2-°F conductivity.

m. Commercial Unit on ground floor shall be provided with a 2" valve and capped cold water outlet. The future commercial unit owner or its tenant shall provide sub-metering upon connecting to the base Building system. Hot water generation shall be provided by the commercial unit owner or its tenant.

2. Fire Protection System:

a. A single 6" Fire Water Service from 3rd Avenue serves an automatic fire pump. The fire pump capacity is 500 GPM and is provided with a jockey pump to maintain pressure in the systems. Pumps are located in the cellar and shall serve the Low Zone building fire protection system from the cellar to the 17th Floor.

b. The Special Service Fire Pump on the 35th Floor is supplied by the Fire Reserve Tanks on the 36th Floor and serves the High Zone building fire protection system from the 17th to the Main Roof level.

c. Both the fire pump and special service fire pump supply two (2) 6" risers located in the stairs. Both risers shall be combined fire standpipe and sprinkler riser. Each riser is provided with 2-1/2" fire hose valve connection with cap and chain on every floor landing. Sprinkler floor control valve assemblies are provided on the stair landings throughout the Building, alternating between the respective combinations standpipes on each level. The pipe material is black steel pipe.

d. A standard Fire Department Hose and Key Cabinets will be provided on the 1st, 10th, 20th, 29th, and 35th floors within 15 feet of the standpipe riser.

e. Sprinklers will be provided throughout the Building except for residential toilet rooms under 55 square feet and closets under 12 square feet. In addition, the refuse chute on every other floor starting with the top floor will be provided with a sprinkler head, and on each vestibule chute area a head will be provided. The trach chute sprinkler system is divided into a high and low zone with control valves on the cellar and 17th floor, both of which are supplied from the combined fire standpipe and sprinkler system.

f. The fire pump and special service fire pumps are rated to provide a minimum residual pressure of 65psig to serve fire hose valves and sprinkler heads on individual floors. The 17th Floor stair enclosure has Pressure Reducing Valve stations that connect the respective combination fire standpipe/sprinkler risers as well as the high and low fire protection zones of the building. The PRV stations ensure that the static pressure never exceeds 175psig, when fire reserve water from the gravity tanks on the 36th floor is required for the low zone. Pressure restricting valves will be provided fire hose valves to ensure that static pressure never exceeds 175psig.

g. All sprinkler heads used shall be listed by an approved agency. Upright, pendent, sidewall and concealed type heads will be provided in all other areas. All unfinished areas without ceilings shall be provided with upright heads. In all finished areas with hung ceiling the heads will be flush type concealed heads with plates. Concealed sidewall heads will also be provided with cover plates. The sprinkler system will be designed for light and ordinary hazard occupancies.

3. Water Storage Tank:

Two (2) Combination Domestic Water and Fire Reserve Steel Tanks shall be located the 36th Floor, with 15,000 total gallons of fire reserve and 5,000 total gallons of domestic water reserve water. The approximate weight of the tanks shall be 226,000 lbs.

4. Water Pressure:

Domestic water pressure is maintained by static pressure from the domestic water tanks on the 36th floor for the three (3) lower zones. A duplex booster water pump system shall maintain required water pressure for the high zone (Zone #4).

5. Sanitary Sewage System:

a. A complete sanitary drainage system will convey all soil and waste from plumbing fixtures, drains and equipment. The sanitary system is designed for gravity flow through vented branches, stacks and Building drains. Drainage piping to fixtures located in the cellar and areas will flow by gravity to a duplex sewage ejector including all remote fixtures that cannot drain by gravity on the ground floor. The ejector discharge pipe will connect on the downstream side of the Building's combined sanitary house trap. Duplex sewage ejector pumps shall be FLYGT Model NP3102-IMP422 or approved equal.

b. Sanitary piping above ground is cast iron piping with no-hub fitting and galvanized steel pipe. Piping below grade is cast iron service weight pipe.

c. The sanitary service point on entry is located in the cellar level at 3rd Avenue. The Building sanitary system is independent of the Building storm system and combines only at the service point of entry.

d. Plugged sanitary and vent outlets shall be provided for future retail tenants.

e. Any required grease traps for any future commercial kitchen shall be provided by the future tenant.

6. Permits Required: Plumbing, sewer and gas.

a.	Sprinkler:	NB-PL-140635267	05-24-19	Permitted
b.	Standpipe	SP/SD 140635267	10/01/18	Permitted
c.	Temporary Standpipe	Temp SD-123531259	12/18/18	Permitted

7. Storm Drainage System:

a. A complete storm water drainage system designed for gravity flow conveys storm water drainage from the Main Roof and Roof Bulkhead levels, and each terrace to a detention tank on the Cellar level. The subsurface detention tank will be poured into the building's concrete foundation and integrated with the building

structure. The interior of the tank will be waterproofed. The tank foot print is 20 square feet, with dimensions of 4'x5'x4' (depth).

b. The detention tank has an effective capacity of 419 gallons, with a 12" sump depth and 6" air gap between the high-water alarm elevation and the internal height of the tank, in accordance with the New York City Department of Environment Protection requirements. Tank discharge is served by Duplex Detention Tank Sump Pumps on regular and emergency power, rated for a constant discharge flow rate of 112gpm, and connected to the Storm Water sewer, downstream of the Storm House Trap.

c. The storm water system is independent from the Building sanitary system and combines at the service point of entry at the cellar level on 3rd Avenue. The sewer will flow to the existing combined street sewer in 3rd Avenue.

d. There shall be at least one (1) primary drain and one (1) overflow drain for each roof or paved drainage area. Every primary drain shall be equipped with an adjustable flow control weir device.

e. The piping material above the floor will be cast iron with no-hub joints or galvanized steel. Piping below the cellar slab will be cast iron with hub joints. Sump pumps and sewage ejector discharge piping will be galvanized steel pipe up to the first turn.

f. In addition to the building's storm system responsible for dispelling the storm water falling within the building's lot area, there will be a separate storm system collecting rainfall gathering on the facades of the building, the shaft areas between the building and its neighbors, and the groundwater below the building's foundation. Gutters on the façade of the building shall be located near the tops of the neighboring buildings, approximately on the 7th and 12th floors. Area drains within the shaft areas on the lot line between the building and its southern neighbor, shall be located approximately at the ground floor level elevation. The groundwater system shall feature perforated PVC piping along the perimeter of the building foundation.

g. The façade gutters shall fall by gravity via independent storm leaders and collect in ceiling of the 2nd floor. The common storm leader serving these gutters will then spill directly into the building's combination sewer upstream of the storm house trap in the cellar level.

h. The groundwater system and area drain system shall be designed for gravity flow and convey the collected water drainage to a subsurface detention tank on the cellar level. The subsurface detention tank will be poured into the building's concrete foundation and integrated with the building structure. The interior of the tank will be waterproofed. The tank foot print is 16 square feet, with dimensions of 4'x4'x4' (depth). Tank discharge is served by Duplex Sump Pumps on regular and emergency power, and

connected to the Storm Water sewer, downstream of the Storm House Trap.

K. Heating:

1. Method:

A central heating plant, located in the main 35th Floor boiler room, will consist of two (2) boilers, Viessmann model CA35.0 (or approved equal), each rated at 4,800 MBH output. Each boiler is rated at a maximum input of 5,000 MBH with a design efficiency of 96.0%. Hot water shall be used for residential apartment heating via a hot water heat injection loop paired with the apartment VRF system. In addition to the apartment space heating, the boilers shall also provide heating for domestic water via domestic water heat exchangers and heating for the building dedicated outside air systems (DOAS).

2. Residential Unit Space Heating:

a. Each Residential Unit will be connected to a packaged, variable refrigerant flow, water source heat pump system, consisting of individually controlled heating and cooling direct expansion fan coil units serving units and other zones and air source heat pump type condensing units will be in the base building MERs.

b. All controls are electric or electronic. The fan coil units serving the Residential Units are controlled by individual wall mounted 7-day programmable thermostats to maintain space temperature. These remote thermostats shall be provided for each fan coil unit.

c. Individual electric heater mats will be provided for all master bathrooms and bathrooms in the penthouse apartments only. Electricity costs shall be borne by the Residential Unit owner on which such electric heater is located. The basis of design manufacturer is Nuheat.

d. In select apartments, supplementary electric radiators will be provided to function a second stage heating.

Floor	Apartment	Room
3	A	LR
3	B	LR
3	D	LR
4	A	LR
4	B	LR
4	D	LR
5	A	LR
5	B	LR
5	D	LR
6	A,B,C,D	LR
7	A,B,C	LR
8	B	LR

9	B	LR
10	A	LR.MBR
32/33	PHA, PHB	LR

e. The system is designed to meet the New York City Building and Energy Codes.

3. Heating of Public Space:

a. Air conditioning and heating in common spaces and the Lobby will be provided with individually controlled heating and cooling VRF direct expansion (DX) evaporator coil units and packaged air handling units with water-cooled DX refrigeration circuits for cooling service and hot-water coils for heating.

b. Common elements for the Cellar and above the Ground floor such as the tops of exits to the roof will be heated with electric resistance type heaters, fan forced unit heaters or cabinet heaters.

c. Public stair bulkhead and other miscellaneous common areas requiring heat during the winter season will be heated with electric resistance type heaters.

d. Hot water taps will be provided for future connection by the commercial unit owner or its future tenant.

4. Insulation:

a. Ductwork supplying air for heating interior spaces shall be provided with minimum insulation thickness for an installed insulation value of R-6.

b. Piping containing hot water for heating interior spaces shall be provided with 2" or 1-1/2" thick cellular glass insulation with a thermal conductivity of 0.27. Insulation thickness shall be based on nominal pipe diameter.

c. Condenser water piping shall uniformly be provided with 1" fiberglass insulation for condensation control only. Loop design temperature range from 70°F – 100°F.

5. Domestic Hot Water Heating:

a. Domestic hot water will be generated at multiple zones via the aforementioned hydronic boilers. Domestic hot water will be generated via domestic hot water heat exchangers located on the 3rd, 16th, and 34th floor, then distributed to their respective domestic water zones.

b. In accordance with 2014 New York City Energy Conservation Code domestic hot water heat exchangers will be provided with a condenser water heat exchanger preheat section.

c. The commercial unit owner or its future tenant shall have the option to generate domestic hot water either through electric service or via a commercial unit owner's or its tenant's provided heat exchanger using the HVAC hot water stubs.

6. Warranties

a. Boiler (Viessmann): 10 Years on Heat Exchanger; 2 years parts, controls and components

b. VRF System (Daikin): 5 years on compressor, 1 year all other parts.

c. Electric Mats (Nuheat): 25 Years

d. Electric Radiators (Stelpro): 20 Years

e. Unit Heaters (Berko): 5 years on heating element, 1 year all else

7. Efficiencies

a. Boiler (Viessmann): 94.1% Combustion Efficiency

b. VRF System (Daikin): 4.89 COP

c. Electric Mats (Nuheat): 100%

d. Electric Radiators (Stelpro): 100%

e. Unit Heaters (Berko): 100%

L. Gas Supply:

The two (2) gas services are supplied by Consolidated Edison:

1. The 6" low pressure gas service will be utilized for residential cooking, residential laundry dryers in the cellar, gas-fired roof top units, and mechanical boilers. This gas service will be provided with two (2) meters; one (1) meter serving the residential loads (residential cooking and residential laundry dryers) and one (1) meter serving the mechanical heating equipment.

2. The 4" gas service will serve the emergency generator on the main roof. This gas service will be provided with one (1) meter and will be dedicated to serve the emergency generator.

Generator gas service shall be metered by a dedicated gas meter; the building gas service shall be metered by two (2) separate meters, one (1) for mechanical heating and one (1) for residential cooking usage. All gas meters shall be accessible by Broadway Alley.
A gas booster pump will be provided for the emergency generator gas line, and located on the 3rd floor mechanical room. Pipe material is schedule 40 black steel with butt welded or screwed ends depending on pipe size. Space shall be allocated in the outdoor gas meter room for an additional future commercial unit owner's or its tenant's gas meter.

M. Air Conditioning:

1. Method:

The primary means of air-conditioning in the building will be provided by means of the 450-Ton (design) cooling tower located on the roof. The cooling tower will discharge the building's heat content into the ambient atmosphere via evaporative cooling. The vapor compression refrigeration devices being conditioned by the cooling tower will be the water-cooled VRF system located in the mechanical rooms and the dedicated outside air systems on the 1st floor and 17th floor.

2. Residential Unit Cooling:

Each Residential Unit will be connected to a split, variable refrigerant flow, air source heat pump system, consisting of individually controlled heating and cooling direct expansion fan coil units serving units and other zones and air source heat pump type condensing units will be on the roof. Nominal cooling capacity of each indoor fan coil unit will be one (1) to four (4) tons. The total nominal cooling capacity for the property is 450 Tons. The residential variable refrigerant flow system will be manufactured by Daikin Applied or equivalent. The mechanical systems for this project have been designed to support a facility within the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) Climate Zone 4A and shall be furnished with automated controls to comply with the requirements of the 2014 New York City Energy Conservation Code (NYCECC). The basis of equipment selection for both the cooling and heating equipment has been developed based on meeting the potential peak cooling and heating loads 99.6 percent of the time based on 30 years of historical weather data for the geographical area. This equipment selection process is consistent with the requirements of the 2014 NYCECC and 2014 NYC Mechanical Code.

3. Public Space Cooling:

   a. Cooling: Air conditioning and heating in common spaces and the Lobby will be provided with individually controlled heating and cooling direct expansion (DX) evaporator coil units

   b. The Residential Passenger Elevator machine Room and service elevator machine room shall be provided with single-split air-cooled DX air conditioning systems.

   c. Condenser water taps will be provided for future connection by the commercial unit owner or its future tenant.

4. Refrigeration piping insulation:

Refrigeration piping shall be insulated in accordance with manufacturer recommendations for the VRF system. System is proprietary.

5. Efficiencies:

   a. AC-1-1 (Lobby Unit): 11.9 EER

   b. AC-16-1 (Ventilation C-25): 12.2 EER

c. AC-16-2: 14.9 EER

d. RTU-1 (Ventilation 26-34): 10.1 EER

e. Elevator Machine Room ACCU: 13.0 SEER

f. VRF: 14.0 EER, 24.1 IEER

N. ***Ventilation:***

1. All kitchens will be mechanically ventilated. Kitchen exhaust will be provided through the use of a central mechanical system.

2. Dedicated ventilation will be provided for all gas dryers. Cellars and penthouses alone have dedicated ventilation – all other apartments are provided with vent less dryers). The common area dryers are located at the Cellar level of the property, and exhausted at the 1st Floor exterior.

3. Bathrooms will be mechanically ventilated. A constant air register in each bathroom will be connected to multiple central sheet metal duct distribution systems that pass through the residential levels. The risers are then ducted back to the rooftop exhaust fans. The exhaust fans will directly exhaust the bathrooms to the outdoors.

4. Each air intake is to be fitted with a code required motorized damper, with access doors.

5. All hallway refuse rooms will be mechanically exhausted. An air register in each hallway refuse room will be connected to duct a riser passing through the residential levels. The riser will then be connected to rooftop mounted exhaust fan. All hallway refuse room exhausts will be discharged directly to the outdoors. Hallway refuse room exhaust will run at all times. Each air intake is to be fitted with a code required fire damper. The exhaust grille shall act as the access door.

6. Corridors at all levels will be mechanically ventilated via a dedicated outside air systems for code required ventilation and to control stack effect.

7. Local ventilation systems will also be provided for storage rooms, utility service rooms and Elevator Control Room, Electric Room, and other mechanical spaces. Elevator machine room shall be cooled.

8. Duct penetrations of fire rated construction to be provided with U.L. certified fire dampers. Outdoor air intake louver to be provided with UL. Listed Fire/Smoke dampers in accordance with the NYC building Code requirements, where required.

9. Ventilation to select dwelling units shall be provided where required by New York City Building Code.

10. CFM Values per room are as follows:
    a. Typical Elevator Lobby: 150
    b. Typical Refuse Room: 50
    c. Fitness Area: 300
    d. Yoga Studio: 450
    e. Party Room: 350
    f. Children's Room: 150

g. Entrance Lobby: 2500
h. Super's Office: 50
i. Bike Storage (C): 50
j. Bike Storage (5): 75
k. Tenant Storage (C): 50
l. Tenant Storage (4th): 25
m. Tenant Storage (6th): 50

O. ***Electric System:***

1. Electric service will be provided by Con Edison at 208 volts, 3 phases, and 4 wires to electric service switchboard and distribution panels throughout the Building. All distribution feeders to be conduit (EMT or RGS, where required) and wires (THHN).

2. Service is as follows: 4,000 amps provided for the Building's electrical requirements.

   a. Service Switch #1 rated at 3000 Amps, 120/208 Volt, three phase, 4 wire with 8 sets of 4#500KCMIL in (8) 3-1/2"C dedicated for house loads at the upper levels including common area lighting, power and mechanical equipment.

   b. Service Switch #2 rated at 3000 Amps, 120/208 Volt, three phase, 4 wire with 8 sets of 4#500KCMIL in (8) 3-1/2"C dedicated for house loads at the lower levels including common area lighting, power and mechanical equipment.

   c. Service Switch #3 rated at 2000 Amps, 120/208 Volt, three phase, 4 wire with 3 sets of 4#600KCMIL in (3) 4"C dedicated for house loads including elevators, common area lighting, mechanical equipment and amenity spaces, fire pump and fire alarm system.

   d. Service Switches #4 rated at 2000 Amps, 120/208 Volt, three phase, 4 wire with 5 sets of 4#600KCMIL in (5) 3 1/2"C dedicated to the electrical distribution associated with the Residential Units.

   e. Combination Trans 'S' C.T. (current transformer) cabinet and Service Switch #5, rated at 400 Amps, 120/208 Volt, three phase, 4 wire with 4#600KCMIL in 3-1/2"C dedicated to the electrical distribution associated with the future Commercial tenant.

   f. Service Switch #6 rated at 30 Amps, 120/208 Volt, three phase, 4 wire with 4#8AWG in 3/4"C dedicated for Time Warner cable television service.

3. Residential Units Panelboards. These panel boards include 20A, 1-Pole breakers for lighting, receptacles; 20A, 2-Pole breakers for indoor air conditioning unit; 20A, 1-Pole for electric washer/gas dryers; 30A, 2-Pole for electric washer/dryers and 30A, 2-Pole breakers for Oven (Typical floors) and 40A, 2-Pole breakers for Oven (Penthouse units).

4. Service to individual units:

Each Unit will be individually metered by Con Ed direct meters. The Residential Units from 2nd thru 6th floors meter bank (MB-1) will be in electrical closet on the 3rd floor. Residential Units from 7th thru 12th, 14th thru 16th floors meter bank (MB-2) will be in electrical closet on the 7th floor. Residential Units from 18th thru 27th floors meter bank (MB-3) will be in electrical closet on the 17th floor. Residential Units from 28th thru PH33rd floors meter bank (MB-4) will be in electrical closet on the 35th floor. Each unit will have a minimum 120/208 volt, 200 amp power panel of either single phase or three phase depending on the service type delivered to the unit, and associated riser equipped with circuit breakers in accordance with NYC Electrical Code requirements. All distribution feeders to be in conduits (EMT or RGS, where required) and wire (THHN) to serve each floor.

5. The Building will be provided with a suitable electrical grounding and bonding system that will include bonding of the service neutral to earth ground potential and earth grounding electrodes that consist of metal underground utility water piping to the Building. Metal components of the Building, including the interior water and gas piping systems, that could become accidentally energized will be grounded to earth potential for safety purposes.

6. Adequacy:

   a. Service: Electrical circuiting will be provided in accordance with NYC Electrical Code.

   b. Lighting Fixtures: Bathrooms, some halls and foyers in the residential units have ceiling or wall mounted light fixtures. The lighting will meet and exceed code requirements. Units' lighting types will be LED, as indicated on drawings and in lighting fixtures schedule.

   c. Closets in bedrooms, unit's entry and AV closets will not be provided with lighting.

   d. Convenience outlets, appliance outlets: Electrical outlets will be provided in accordance with NYC Electrical Code.

   e. Panel provided for each Residential Unit has adequate capacity to accommodate general purpose lighting and receptacles, appliance, air conditioning & miscellaneous equipment.

7. The following receptacles shall be provided in each Residential Unit:

   a. Arc Fault Circuit Interrupters (AFCI)

   b. Ground Fault Circuit Interrupters (GFCI).

   c. Tamper-Resistant.

   d. Water-Resistant receptacles for exterior use.

   e. Three-Four-way switches will be provided in each apartment for lighting control where required.

8. Emergency Generator:

Natural gas fueled engine, Generac SG350 (or approved equal), rated at 250kW/313kVA, 120/208V, three phase, and 60 Hz generator set to serve emergency, standby and optional loads, as required by the code. The code required emergency electrical loads will be connected to the emergency distribution system via several Automatic Transfer Switches (ATS) for automatic transferring of power source from normal (utility) to emergency (generator). These loads include:

a. Gas Booster and UPS for Gas Booster.

b. Elevator motors, sump pumps, air conditioning units and lighting fixtures in the elevator machine room and cab.

c. Exit Signs and Egress lighting in common areas of the Building.

d. Fire Alarm system.

e. Domestic water and ejector pumps.

f. Selected receptacle in each residential unit will be connected to the emergency generator and operates during the generator operation in power failure or interruption.

g. The generator will operate upon normal (utility) power failure detected by ATS's and within the code required response time; for emergency loads within 10 seconds and standby loads within 60 seconds.

h. Generator unit with acoustical skintight weatherproof enclosure will be located on the Main Roof and will be provided with internal spring vibration isolators.

i. 5 Year warranty

9. Commercial Unit:

Commercial unit will be provided with 400 Amps, 120/208 Volt, three phase service, 4 wire with 4#600KCMIL in 3-1/2"C. Feeders to be THHW or THHN type wire in EMT conduit. The electricity will be directly metered by Con Edison.

P. ***<u>Intercommunication and/or Door Signal Systems, Security Closed Circuit TV:</u>***

1. Intercom:

Each apartment will be equipped with a dedicated audio intercom apartment station allowing for two-way communication with the building concierge. The building intercom and unit intercom system does not require the unit owner to activate any telecom service in order to be functional. Manufacturer for the intercom is Comelit or approved equal.

2. Video Surveillance:

The building will be equipped with a video surveillance system with cameras located in the cellar and basement corridors and amenity spaces, residential lobby, elevators and outside near the main

and secondary entrances. Cameras will be monitored real time by the building concierge as well as recorded by a DVR capable of storing video for approximately 30 days. Manufacturer for the video surveillance system is S2 video surveillance system or approved equal.

3. Access Control:

Access control will be used in certain locations in amenity and back of house spaces enabling unit owners and building employees to use a key fob to gain access into the common areas of the building. Property Management will be responsible for the distribution of the key fobs. The access control will be capable of storing events for retrieval by authorized personnel at a later date. Manufacturer for the access control system is S2 access control system or approved equal.

Q. Public Area Lighting:

Adequate lighting will be provided in all public areas. Lighting will be furnished to the public areas of the Building through fluorescent or LED fixtures. All public area lighting complies with all applicable codes. Lights will be Focal Point, or approved equal quality and custom fixtures by Remains or equal.

R. Garage and Parking Areas: None

S. Swimming Pool: None

T. Recreation Facilities:

1. Fitness Center: A fitness center with an approximate area of 1,112 square feet and Yoga studio with and approximate area of 521 square feet, will be provided on the 2nd floor. The exercise equipment will include: treadmills, recumbent bike, free weights, adjustable bench, and upper/lower body arc trainer (Sponsor reserve right to substitute equipment).

2. Party Room: Will be located on the 2nd floor available for use by Residential Unit Owners for social events. It is approximately 1,106 square feet.

3. Media Room: Will be located on the 2nd floor available for use by Residential Unit Owner for a small social events. It is approximately 444 square feet.

4. Roof Terrace: An outdoor roof terrace will be provided on 36th floor approximately 553 square feet.

U. Permits and Certificates:

All required Permits will be obtained and all required inspection will be completed prior to obtaining a Certificate of Occupancy.

Recurrent Inspections:

Fire Panel and all detectors – 2 inspection per year
Elevators – 1 yearly inspection and 1 inspection every 5 years
Sprinklers and Standpipe – 1 yearly inspection and 1 5 year inspection
Boilers – 1 yearly inspection
Local Law 11 (LL11) façade inspection – 1 inspection every 5 years
Local Law 77 of 2015 annual certification for cooling tower.
Local Law 84 of 2009 annual report for benchmarking energy and water use.

V. Violations:

None

Sponsor will cure any outstanding violations prior to the closing.

W. Residential Units Information:

1. Residential Unit Schedule:

Floor	Unit	Unit Description: Number of Bedroom and Bathroom					Remarks
		0BR 1B	1BR 1B	2BR 2B	3BR 2.5B	3BR 3.5B	
2nd	A		●				Supers apt.
3rd – 5th	A	●					
	B			●			
	C		●				
	D	●					
	E	●					
6th – 7th	A	●					
	B			●			
	C		●				Terrace at 6th floor
	D		●				Terrace at 6th floor
8th – 9th	A				●		
	C		●				
	D		●				
10th – 12th, 14th	A					●	Terrace at 10th floor
	C			●			
	D		●				
15th – 16th 18th – 26th	A		●				
	B			●			
	C			●			
	D		●				
27th – 32nd	A					●	
	B					●	
PH 33rd & PH 34th (Duplex)	A					●	Terrace
	B					●	Terrace

2. Finish Schedule –Typical Residential Unit

LOCATION	FLOOR	BASE	WALLS	CEILING	REMARKS
Living Room Dining Room, Bedroom,	Wood	Wood	Paint	Paint	
Foyer, Interior Halls Den, Alcove	Wood	Wood	Paint	Paint	
Master Bathroom	Stone mosaic	Stone	Stone / Paint	Paint	
Secondary Bathroom	Stone mosaic	Stone	Ceramic Tile / Paint	Paint	
Powder Room	Stone	Stone	Stone / Wood / Wallpaper	Paint	
Kitchen	Wood	Wood	Paint	Paint	
Laundry	Porcelain Tile	Porcelain Tile	Paint	Paint	

Note:

a. Wood floor assembly in Residential Units consist of minimum ¾" thick American White Oak engineered hardwood flooring with acoustical underlayment.
b. Paint to be (flat) Finish with two (2) finish coats over Primer by Benjamin Moore and Co. or equal.
c. Stone in bathroom to be Marble or equal.
d. Kitchen cabinet will be wood veneer or equal; kitchen Counter top will be engineered stone of equal.

3. Plumbing Fixtures Schedule – Typical Residential Unit

Master Bathroom (Penthouse Apartments)

ITEM	MANUFACTURER	MODEL NO.	SIZE	REMARKS
Lavatory	Duravit	D #0481460000	16 3/4" x 13 1/2"; Oval Sink	Under mount
Water Closet	Toto	Carlyle II; MS614114CEFG#01; Cotton #01	16 1/2" x 28 1/8" x 30" H	
Bath Tub	Blu Bathworks	BT0406; White	63"L x 30"W x 21 3/4" H	Freestanding
Shower	PFID for Waterworks	Grace showerhead	5 7/8" Dia.	

Master Bathroom

ITEM	MANUFACTURER	MODEL NO.	SIZE	REMARKS
Lavatory	Duravit	D #0481460000	16 3/4" x 13 1/2"; Oval Sink	Under mount

Water Closet	Toto	Carlyle II; MS614114CEFG#01; Cotton #01	16 1/2" x 28 1/8" x 30" H	
Bath Tub	Kohler	K-1121-0; Acrylic White	60"L x 19"H x 30"W	Under mount
Shower where applicable	PFID for Waterworks	Grace showerhead	5 7/8" Dia.	

Secondary Bathroom

ITEM	MANUFACTURER	MODEL NO.	SIZE	REMARKS
Lavatory	Duravit	#046840; White	15 3/4" dia.	Under mount
Water Closet	Toto	Carlyle II; MS614114CEFG#01; Cotton #01	16 1/2" x 28 1/8" x 30" H	
Bath Tub	Kohler	K-1121-0; Acrylic White	60"L x 19"H x 30"W	Under mount
Shower where applicable	PFID for Waterworks	Grace showerhead	5 7/8" Dia.	

Powder Room

ITEM	MANUFACTURER	MODEL NO.	SIZE	REMARKS
Lavatory	Lacava	Cube#5450	17 3/8" x 12 1/4" x 6" H	Under mount rectangular
Water Closet	Toto	Carlyle II; MS614114CEFG#01; Cotton #01	16 1/2" x 28 1/8" x 30" H	

4. Kitchen Appliances Schedule

APARTMENT UNIT	ITEM	SIZE	MANUFACTURER	MODEL NO.	FINISHED
Studio (0BR) Units	Refrigerator/ Freezer	30"W x 84"H x 24"D	Sub Zero	IT-30IC	Panel Ready
	Cooktop	30" Cooktop	Miele	KM 3465 G/LP	Stainless steel
	Hood	30"	Miele	DA 3486	Stainless steel
	Oven	30" Convection oven	Miele	H 6280 BP	
	Microwave	24" (1.66 cu.ft.)	Miele	M 6160 TC	Built in drawer
	Dishwasher	24"	Miele	G 4998 Vi	Panel Ready
1Bedroom Units	Refrigerator/ Freezer	30"W x 84"H x 24"D	Sub Zero	IT-30IC	Panel Ready

	Cooktop	30" Cooktop	Miele	KM 3465 G/LP	Stainless steel
	Hood	30"	Miele	DA 3486	Stainless steel
	Microwave	24" (1.66 cu.ft.)	Miele	M 6160 TC	Built in drawer
	Oven	30" Convection oven	Miele	H 6280 BP	
	Dishwasher	24"	Miele	G 4998 Vi	Panel Ready
2Bedroom Units	Refrigerator/ Freezer	30"W x 84"H x 24"D	Sub Zero	IT-30IC	Panel Ready
	Cooktop	30" Cooktop	Miele	KM 3465 G/LP	Stainless steel
	Hood	30"	Miele	DA 3486	Stainless steel
	Microwave	24" (1.66 cu.ft.)	Miele	M 6160 TC	Built in drawer
	Oven	30" Convection oven	Miele	H 6280 BP	
	Dishwasher	24"	Miele	G 4998 Vi	Panel Ready
3Bedroom Units	Refrigerator/ Freezer	36"W x 84"H x 24"D	Sub Zero	IT-36CI	Panel Ready
	Cooktop	36" 5-burner gas cooktop	Miele	KM 3475 G/LP	Stainless steel
	Hood	36" Under-cabinet slide-out	Miele	DA 3496	Stainless Steel
	Microwave	24" (1.66 cu.ft.)	Miele	M 6160 TC	Built in drawer
	Oven	30" Convection oven	Miele	H 6280 BP	
	Dishwasher	24"	Miele	G 4998 Vi	Panel Ready
Penthouse Units	Refrigerator	30"W x 84"H x 24"D	Sub Zero	IC-30R	Panel Ready
	Freezer	18"W x 84"H x 24"D	Sub Zero	IC-18FI	Panel Ready
	Cooktop	48" Gas Cooktop	Miele	(3) CS 1012-1 G/LP: (1) CS 1011 G/LP – Gas Wok	4 – separate module; Stainless Steel
	Hood	48" – Extra slim	Miele	DA 2620	Stainless Steel
	Microwave	24" (1.66 cu.ft.)	Miele	M 6160 TC	Built in drawer
	Oven	30" Convection oven	Miele	H 6880 BP2	

	Dishwasher	24"	Miele	G 4998 Vi	Panel Ready
	Wine Refrigerator	18"W x 16 1/2"D x 84"H	Sub Zero	IW-18	Panel Ready

Kitchen cabinet will be wood veneer or equal; kitchen Counter top will be engineered stone of equal.

5. Laundry Appliances Schedule:

Studio Unit:

ITEM	MANUFACTURER	MODEL NO.	FINISH
Washer/Dryer	LG	WM3488H; 24" Electric Compact All-in-one; Vent less	White

Typical 1BR, 2BR & 3BR Unit:

ITEM	MANUFACTURER	MODEL NO.	FINISH
Washing Machine	Miele	W 30338; 24" Compact Washer	White
Dryer	Miele	TWI 180WP; 24" Electric Condenser Dryer ,Vent less	White

PH Unit:

ITEM	MANUFACTURER	MODEL NO.	FINISH
Washing Machine	LG	WM3370HWA; 27" Electric Washer	White
Dryer	LG	DLEX3370W; 27" Electric Dryer- Vented out	White

X. ***Finish Schedule:***

Residential Public Space, Typical 2nd thru PH 34th floors and 36th floor:

SPACES	FLOOR	WALLS	BASE	CEIILING	REMARKS
Elevator Lobby	CPT	WC	WD	P	

Public Corridor	CPT	WC	WD	P	
Stairs	DP	P	P	P	
Service Hall	DP	P	P	P	
Common Laundry	DP	P	P	ACT	Cellar level only

Public Space:

SPACES	FLOOR	WALLS	BASE	CEIILING	REMARKS
Tenant Storage	DP	P	-	P	
Bike Storage	DP	P	-	P	
Fitness center	RF	P	WD	P	
Yoga/Pilates Studio	WD	P	WD	P	
Party Room	WD/CPT	P	WD	P	
Media Room	WD/CPT	P	WD	P	

Abbreviation of Finishes:

AT	Acoustic Tile
CPT	Carpet
DP	Deck Paint
P	Paint
PT	Porcelain Tile
RF	Rubber Flooring
WC	Wall covering
WD	Wood

Y. ***Safety and Warning Devices:***

1. Fire and/or smoke safety devices installed in Commercial Unit, and common areas:

   a. Fire alarm strobe lights and audible (horn) alarm will be installed as per New York City Building Code for the retail space.

   b. Fire alarm control panels as per New York City Building Code.

c. Fire Alarm System is provided with central station notification. The Fire Command Station and Fire Control Panel are located in the Ground Floor Lobby.

i. The Building is provided with an automatic sprinkler alarm/smoke detection system (Edwards System Technologies Model EST-3x or equal) with paging speakers in all apartments and stairwells. The system will monitor the water flow and tamper switches associated with the sprinkler system. Elevator lobby, elevator machine rooms and top of elevator shafts are provided with system type smoke detectors as well as electrical, mechanical, telephone and similar rooms. The system is connected to Central Office for FDNY notification.

ii. A separate Temporal 3 fire alarm systems consisting of smoke detection, and sprinkler tamper and water flow switch monitoring for the retail space as per New York City Building Code.

2. Residential Unit Smoke Detection System:

a. Each Residential Unit will contain a combination Smoke/Carbon Monoxide detector, located in the bedrooms and 15 feet from entrance to each sleeping area. The detector is wired to a 120-volt local power supply and is self-contained with its own sounding device.

Z. Additional Information on Floor Areas and Dimension of Units:

1. The approximate gross floor square footage of a Residential Units is obtained by measuring the floor area of the Unit on one or more floors horizontally from exterior side of the exterior walls at the building or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and /or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior side of the interior walls and partitions facing Common Elements separating a Unit from public corridors, stairs, the elevator, refuse chute and other mechanical equipment spaces or any Common Elements not located within a Unit. Common Elements located within a Unit shall not be considered a part of such Unit, however the respective area of any such Common Element is not deducted from the gross floor area of each unit.

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

3. The approximate square footage of each storage room are measured horizontally from the centerline of the demising walls or fencing separating the storage room from other storage rooms and to the exterior side of the storage room facing Common Elements.

4. Each Unit consists of the area measured vertically on each floor of the building, if applicable, from the top of the concrete floor slab below (located under the finished flooring materials) to the underside of the concrete floor slab above.

The clearance from top of floor slab to the underside of slab heights in the Residential Unit will be approximately 9'-10" on 2nd floor; 9'-2" on floors 3rd, 4th, 6th - 8th; 10'-2" on floors 5th & 9th; 9'-4" on floors 10th – 12th & 15th; 10'-4" on floors 14th, 18th – 25th, 27th – 31st; 10'-5" on floor 16th; 11'-4" on floors 26th & 32nd; 11'-2" on floors PH 33rd and PH 34th. Residential Unit with slab drop ceiling: approximately 9'-7" at Residential Unit on 6th floor at north-west portion; approximately 9'-6" at Residential Unit on 9th floor at south-east portion; approximately 10'-7" at Residential Unit on PH 33rd floor at north-west and south-east portion. Foyer, interior hallway, kitchen, bathroom and closet and areas within the Residential Unit will have hung ceiling to accommodate facilities located above the ceiling or otherwise to respond to field condition. Sponsor reserves the right to make changes due to unforeseen conditions in accordance with the Offering Plan.

5. All dimensions and gross square footage indicated on the unit plans are approximate and subject to normal construction variances and tolerances.

AA. ***Substitutions:***

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality and may utilize different materials, appliances, equipment and/or fixtures in sponsor's model apartment.

The foregoing constitutes a true, correct and complete Description of Property by our firm for the Property located at 368 Third Avenue, New York, New York.

BB. ***Further development:***

No further development planned.

CC. ***Asbestos:***

New construction and therefore no asbestos used as part of construction.

DD. ***Lead-based paint:***

None.

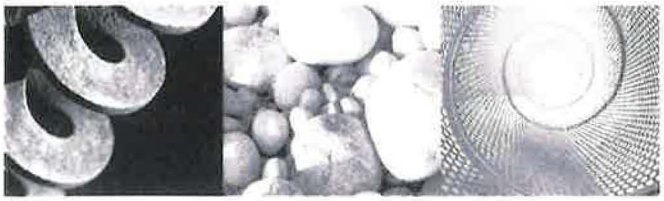
Dated: 10-28-19

Mario Yao, AIA, Partner

REGISTERED ARCHITECT
MARIO YAO
No. 029129
STATE OF NEW YORK

Seal

SITE ENVIORNMENTAL REPORT
AND ASBESTOS REPORT



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GEI Consultants

Consulting
Engineers and
Scientists

Phase I Environmental

Site Assessment

366-368 Third Avenue
New York City, New York

Submitted to:
Bank Leumi, USA
New York Real Estate Lending
579 Fifth Avenue
New York, New York 10017

Submitted by:
GEI Consultants, Inc., P. C.
110 Walt Whitman Road, Suite 204
Huntington Station, New York 11746
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August 2017
Project 1703241



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Executive Summary

GEI Consultants, Inc., P.C. (GEI) conducted a Phase I Environmental Site Assessment (ESA) on behalf of Bank Leumi, USA at 366 and 368 Third Avenue, New York, NY herein identified in this report collectively as the "project site." According to the New York City Department of Buildings (NYCDOB), Building Information System website, the subject property occupies Block 822, Lots 47 and 48.

The project site consists of two contiguous parcels located in a mixed commercial and residentially zoned area, identified with the NYC C2-8 R8B zoning designation. The combined extent of the site is approximately 0.13 acres in size and is situated on the west side of Third Avenue between East 26th Street and East 27th Street in the borough of Manhattan, New York City, New York (**Figure 1**). According to historic Sanborn maps, both buildings were developed as of 1890. Neither site building is currently occupied, and the buildings are not joined by any means of access. Potable water at the site is provided by the NYC municipal water supply system, and the site is connected to the NYC municipal sewer system. Electricity was not available during the site inspection at either building. The exterior of the site consists of walkway areas on the east (front) side of the buildings along Third Avenue.

- 366 Third Avenue (Lot 47) is developed with a vacant four-story commercial building. The former occupant was a Japanese restaurant and Karaoke bar under the name of "Japas 27". The first floor of the building was utilized as the restaurant and kitchen space, and floors two through four appeared to be utilized as individual karaoke rooms and office space. The building is constructed with a sub-grade basement and has an approximate gross floor area of 10,356 square feet (sf). The interior construction of the building was observed to contain sheetrock and painted masonry cement block and brick walls, and cement and tile flooring. The building was equipped with both a natural gas meter, as well as via fuel oil as evidenced by two 275-gallon aboveground storage tanks (ASTs) observed in the basement. Seven floor drains were observed throughout the building. Historic Sanborn maps depict an elevator located on the west side of the building from 1929 – 2005. Historic Certificates of Occupancy reveal that site was utilized as a factory in 1922 and furniture manufacturing and refinishing on each story of the building in 1955.

- 368 Third Avenue (Lot 48) is developed with a vacant five-story mixed commercial and residential building. The building was formerly occupied by a take-out restaurant named "Shawarma Grill & Juice Bar." The first floor of the building was utilized for the restaurant and kitchen, and the upper floors were utilized as residential apartments. The building is constructed with a sub-grade basement, and has an

approximate gross floor area of 11,356 sf. The interior construction of the building was observed to contain sheetrock and painted masonry cement block and brick walls, and cement, tile and carpeted flooring. The building was reportedly heated by natural gas, and no evidence of fuel oil fill ports or vent pipes were observed. A grease trap and one floor drain were observed in this building.

No visible indications of on-site waste disposal of toxic and/or hazardous materials were observed at the time of inspection. No operations involving the use of toxic or hazardous materials were present on the project site at the time of the site assessment.

No apparent evidence of Historical Recognized Environmental Conditions or Controlled Recognized Environmental Conditions were identified in connection with the project site. However, this assessment has revealed the following Recognized Environmental Conditions (RECs) to be associated with the project site:

Recognized Environmental Conditions:

- Historic Manufacturing Use: According to Certificates of Occupancy issued for 366 Third Avenue, the site building was utilized for manufacturing and furniture refinishing from at least 1922 until 1955. No regulatory database listings or available records indicate that the site was issued Federal or State regulatory violations with respect to the aforementioned activities. It is noted that these on site activities occurred during a period that predates environmental regulatory oversight regarding hazardous substance storage activities, petroleum and chemical spills, reporting requirements, and cleanup requirements, they could potentially have an adverse impact to the environmental quality at the site from undocumented occurrences.

  Given that the building has been connected to the municipal sewer system and there was no visual evidence of staining or cracks or obvious pathways into the floor of the basement and that there are no regulatory database listings associated with the site, it is GEI's opinion that no testing or actions are required at this time. However, upon site redevelopment, it is recommended that a vapor barrier be installed to prevent possible soil vapor intrusion impacts.

- Fuel Oil Tanks: Two 275-gallon fuel oil tanks were observed in the basement of 366 Third Avenue. Therefore, during the demolition and/or excavation of the project site, the tanks should be removed in accordance with all applicable Fire Department-City of New York rules and regulations governing such projects.

Business Environmental Risks associated with potential lead based paint and suspected asbestos containing materials were also identified during the course of this investigation.

1. Introduction

GEI Consultants, Inc., P. C. (GEI) has undertaken a Phase I Environmental Site Assessment (ESA) of the project site described as 366 and 368 Third Avenue, New York, NY. This Phase I ESA has been performed in compliance with the scope and limitations of ASTM International (ASTM) Standard Practice E 1527-13. The purpose for this Phase I ESA report is to provide Bank Leumi, USA as the Client/User of this report under the ASTM Practice, with Phase I ESA findings, conclusions, and professional opinions to characterize relative environmental risks.

This Phase I ESA report was completed by GEI's Project Professional, Ms. Stephanie Pollert. The findings of this Phase I ESA are based on the following: visual inspection of the project site, visual survey of adjacent/contiguous and nearby properties, and review of available historical property and environmental regulatory agency records.

The Executive Summary is presented on Page iii of this report. A detailed description of the Phase I ESA findings is presented in Section 2. GEI's professional opinions and conclusions, based on the findings of this Phase I ESA, are presented in Section 3. GEI's Scope of Work is outlined in Section 4. Disclaimer Statements are presented in Section 5. Any exceptions to, or deletions from, this practice are described in Section 4 of this report.

Photographs are attached as **Appendix A**. The User Questionnaire is attached as **Appendix B**. Historical Sanborn Maps are attached as **Appendix C**. Regulatory Agency Database Information from Toxics Targeting, Inc. is attached as **Appendix D**.

2. Report of Findings

The project site was inspected on July 31, 2017 by GEI project professional, Ms. Stephanie Pollert. Mr. Motti Boussidan, a representative of the building's superintendent arranged access and provided information about the site. It is noted that there was no electric service within either of the buildings, which is a limiting condition.

The findings of GEI's Phase I ESA, including our regulatory agency checks, are presented in the following sections. It should be noted that throughout the report the subject property located at 366-368 Third Avenue will sometimes be referred to as the "project site."

2.1 Property Descriptions

2.1.1 Location and Legal Description

The project site is located on the west side of Third Avenue between East 26th Street and East 27th Street in the Borough of Manhattan, New York City, New York (**Figure 1**). The New York City Tax Map identification numbers associated with the project site are Block 822, Lot 47 and Lot 48. The address associated with the Tax Map numbers are 366 and 368 Third Avenue.

2.1.2 Site Description and Current Use

The project site consists of two contiguous parcels located in a mixed commercial and residentially zoned area, identified with the NYC C2-8 R8B zoning designation. The combined extent of the site is approximately 0.13 acres in size and is situated on the west side of Third Avenue between East 26th Street and East 27th Street in the borough of Manhattan, New York City, New York (**Figure 1**). According to historic Sanborn maps, both buildings were developed as of 1890. Neither site building is currently occupied, and the buildings are not joined by any means of access. Potable water at the Site is provided by the NYC municipal water supply system, and the site is connected to the NYC municipal sewer system. Electricity was not available during the site inspection at either building. The exterior of the site consists of walkway areas on the east (front) side of the building along third Avenue.

- 366 Third Avenue (Lot 47) is developed with a vacant four-story commercial building. The former occupant was a Japanese restaurant and Karaoke bar under the name of "Japas 27". The first floor of the building was utilized as the restaurant and kitchen space, and floors two through four appeared to be utilized as individual karaoke rooms and office space. The building is constructed with a sub-grade

basement and has an approximate gross floor area of 10,356 square feet (sf). The interior construction of the building was observed to contain sheetrock and painted masonry cement block and brick walls, and cement and tile flooring. The building was equipped with both a natural gas meter, as well as via fuel oil as evidenced by two 275-gallon aboveground storage tanks observed in the basement. Seven floor drains were observed throughout the building. Historic Sanborn maps depict an elevator located on the west side of the building from 1929 – 2005. Historic Certificates of Occupancy reveal that site was utilized as a factory in 1922 and furniture manufacturing and refinishing on each story of the building in 1955.

- 368 Third Avenue (Lot 48) is developed with a vacant five-story mixed commercial and residential building. The building was formerly occupied by a take-out restaurant named "Shawarma Grill & Juice Bar." The first floor of the building was utilized for the restaurant and kitchen, and the upper floors were utilized as residential apartments. The building is constructed with a sub-grade basement, and has an approximate gross floor area of 11,356 sf. The interior construction of the building was observed to contain sheetrock and painted masonry cement block and brick walls, and cement, tile and carpeted flooring. The building was reportedly heated by natural gas, and no evidence of fuel oil fill ports or vent pipes were observed. A grease trap and one floor drain were observed in this building.

No visible indications of on-site waste disposal of toxic and/or hazardous materials were observed at the time of inspection. No operations involving the use of toxic or hazardous materials were present on the project site at the time of the site assessment.

2.2 User Provided Information

ASTM E 1527-13 defines the "User" as: "the party seeking to use practice E 1527-13 to complete an environmental site assessment of the property." The performance standards required for all appropriate inquiries (AAI) include inquiries by an Environmental Professional, and additional inquiries by persons (User) seeking to establish one of the Comprehensive Environmental and Liability Act of 1980 (CERCLA) liability protections. Under § 312.22, additional inquiries by persons seeking to establish one of the CERCLA liability protections, if not otherwise provided to the Environmental Professional, includes in substance: an evaluation of environmental cleanup liens against the project site; consideration of specialized knowledge or experience of the person seeking to claim liability protection; evaluation of the relationship of the purchase price to fair market value of the project site, if the property was not contaminated; or other commonly known or reasonably ascertainable information about the property.

Based upon the above, a user questionnaire was completed by Ms. Cynthia Wilbur, to characterize relative environmental risks for commercial purposes, as part of a client's

regulatory requirements for conducting AAI to support any one of the three legal defenses against CERCLA liability, or other stated purposes (**Appendix B**). The following pertinent information is documented within this Questionnaire:

- Ms. Wilbur stated that this Phase I ESA is for consideration of a loan on the property. Ms. Wilbur has stated that they do not have a title report. However; a title report provided by Mr. Yehuda Mor did not depict an environmental Lien.

- Ms. Wilbur is unaware of any Activities and Use Limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the project site and/or have been filed or recorded in a registry under federal, tribal, state, or local law.

- Ms. Wilbur does not have any specialized knowledge or experience with regard to any chemicals and/or processes used by current occupants of the project site or adjoining properties. Ms. Wilbur has no knowledge with regard to the following items on the project site: on-site spills or other chemical releases, or environmental cleanups that have taken place. Additionally, Ms. Wilbur stated that based on her knowledge and experience related to the project site, there are no obvious indicators that point to the presence or likely presence of contamination at the project site.

2.3 Previous Environmental Reports

No previous environmental reports were provided to GEI during the course of this Phase I ESA.

2.4 Site History

Primary sources for the history of New York City sites include historical fire insurance/real estate atlases, as well as the available records of the New York City Department of Buildings (NYCDOB) concerning permits for new buildings, certificates of occupancy, alterations, demolitions, and other changes at the project site.

2.4.1 Historical Maps

Historical Sanborn Maps (i.e., 1890, 1899, 1910, 1929, 1950, 1968, 1980, 1983, 1985, 1987, 1988, 1991-1996, and 2001-2005) were reviewed (**Appendix C**). These maps are another source for the history of structures on the project site, and may indicate property use and the presence of buried gasoline tanks. Supplemental information regarding historical building occupants and property use were provided through review of available NYCDOB database records for the project site.

Year of Historical Sanborn Maps	Property Use
1890, 1899	This map depicts the site to be developed with two separate multi-story buildings addressed as 366 and 368 Third Avenue.
1910 - 2005	This map depicts the site to be developed with two separate multi-story buildings addressed as 366 and 368 Third Avenue. The buildings are labeled as both stores and dwellings. The site configuration appears consistent with the current configuration.

Based upon observations made during the site reconnaissance, no changes have occurred at the site since the most recent historical map dated 2005.

2.4.2 Building Department Information

GEI reviewed readily available information relating to the project site supplied by the NYCDOB, Building Information System website. Information regarding the project site is found under Building Identification No. 1051406 (Block 882, Lot 47).

- A Certificate of Occupancy (CO) (No., 44030) was recorded for the project site on 04/21/1955. This CO indicated that the building at that time consisted of a boiler room and storage in the basement, a store on the first floor, offices and showrooms on the second and third floor, as well as furniture repairing and refinishing on each story. Additionally, a note was included stating that fuel oil installation was approved by the Fire Department on February 15, 1954.

- A CO was issued for the site on May 9, 1922 which stated that the first floor and the floors above were occupied by offices and a factory.

- A CO was issued for the site in 1984; however, the print of said CO is illegible and exact details could not be confirmed.

No other evidence concerning the environmental conditions at the site were found within the NYCDOB records. Furthermore, the website information includes a notation that the project site is not part of an E-Designated area of New York City, designated for environmental conditions requiring special activities coordinated through the New York City Office of Environmental Remediation.

2.4.3 Interviews

During the site inspection, Mr. Motti Boussidan, a representative of the building's superintendent, was interviewed to obtain information regarding previous usage of the site, and operations of the building. Mr. Boussidan was able to provide very limited details regarding the site.

2.4.4 Aerial Photographs

Given the historical and significant density of development in this area of New York City, the resolution of these aerial photographs typically offer little to no specific information about the project site/surrounding properties and are not significantly useful and therefore, were not obtained for this report. This represents a data failure as per Section 8.3.2.3 of the ASTM practice; however, the lack of this information is not considered significant enough to impact GEI's conclusions depicted within this report.

2.4.5 Summary of Site History

GEI's analysis of historical information shows that the building on the project site was constructed by 1890 with the current two residential and manufacturing mixed-use buildings.

2.5 Site Characteristics

2.5.1 Site Topography

From observations made during GEI's site assessment, as well as information obtained from the topographic map, the topography of the area surrounding the project site generally slopes in a southerly direction. According to the topographic map for this area of New York City, the topographic elevation of the project site, at street level, is estimated to be approximately 30 feet above Mean Sea Level.

2.5.2 Site Hydrogeology

The geology of the project site, as part of Manhattan, consists of a thin layer of loose and permeable glacial and alluvial sediments, consisting of till, gravel, sand, and clay, which overlays the impermeable basement of metamorphic rock of Paleozoic origin. The area is not located above any water bearing aquifers that are utilized for water supply. Groundwater flow in this area is estimated to be generally in an easterly direction toward the East River. Groundwater, although accessible in some areas, is considered unsuitable for public use due to low well production yields.

Site specific hydrogeology can only be determined through a specific program of drilling to confirm groundwater depth, direction, and composition of the soil/rock matrix. No such drilling program was undertaken as part of this Phase I ESA.

2.5.3 Site Drainage

The buildings on the project site were visually checked for the presence of drainage structures, which may provide routes for hazardous substance or petroleum product migration to surface soils or sewer systems. Seven floor drains were observed in 366 and one was

observed in 368. As stated previously, there was no electric service within the building which was a limiting factor during the inspection. No drains were noted on the exterior portions (east and south sides) of the project site not covered by the building.

2.5.4 Flood Plain Information

The project site lies in Zone X, an area of minimal flooding, on the Federal Emergency Management Act (FEMA) Flood Insurance Rate Map 3604970201F. The project site is not in a flood plain.

2.5.5 Sensitive Receptors

Sensitive receptors (i.e., wetlands, surface waters, drinking water well fields, and groundwater recharge basins) are identified for the immediate vicinity of the project site. In the event of an incident involving the spill of a hazardous substance or petroleum product at the project site, more costly remedial actions may be required when sensitive receptors are present.

No surface waters, wetlands, recharge basins, or drinking water well fields were observed on the project site.

2.5.6 Water Supply

Water is supplied to the project site through municipal sources available in this area of New York City, New York. No on-site water supply wells were observed on the project site at the time of GEI's site visit.

2.5.7 Monitoring/Observation Wells

No monitoring/observation wells were observed on the project site at the time of GEI's site inspection.

2.6 Storage Tanks

Two 275-gallon fuel oil ASTs were observed in the basement of 366 Third Avenue. Staining was observed on the surface of the tanks, and on the concrete floor surface beneath the tanks. A fuel-like odor was noted in the room as well. A fill port was observed in the sidewalk of 366 Third Avenue as well. No other visual evidence (e.g., fill port or vent line) for a tank was observed during GEI's site inspection.

A 1955 CO (No. 44030) referenced "fuel oil installation approved by Fire Department, February 15, 1954" was available from the NYC Department of Buildings Records.

2.7 Hazardous Substances and Petroleum Products

During GEI's site inspection, no visual evidence of petroleum products was observed beyond the ASTs observed in the basement of 366 Third Avenue.

2.8 PCB Containing Electrical Equipment

Prior to 1979, polychlorinated biphenyls (PCBs) were widely used in electrical equipment such as transformers, capacitors, switches, and voltage regulators for their cooling properties. The manufacture, processing, commercial distribution, and use (except in a "totally enclosed manner") of PCBs was banned in 1979, under the Toxic Substances Control Act (40 CFR Part 761). PCB spills are subject to strict reporting, cleanup and disposal requirements, due to the toxicity of the substance, and their threat to human health and the environment.

No electrical transformers containing PCBs were observed on the project site during GEI's site visit.

2.9 Non-Scope Discussion

2.9.1 Suspected Asbestos-Containing Materials

According to New York City regulations, friable types of asbestos-containing materials (ACM), i.e., ACM that can be crushed, crumbled or pulverized using hand or mechanical pressure, are hazardous when in a deteriorating condition. It should be noted that the New York City definition of friable differs from the United States Environmental Protection Agency (USEPA) definition. The definition of friable under USEPA's regulations defines friable ACM as ACM that can be crushed, crumbled, or pulverized using hand pressure only. Mechanical pressure is not identified in the USEPA definition, so materials containing asbestos fibers embedded in a cement or glue-like matrix (i.e., vinyl asbestos tiles, linoleum, roofing materials, transite) are not typically considered friable, unless in a damaged state where fiber release by hand pressure is possible. However, for the purpose of New York City regulations, such materials would be considered friable, since they could be crushed or pulverized using mechanical means. It should be noted that such materials are not considered hazardous under normal conditions of use, unless severely damaged or in a badly deteriorated state, or unless the material is cut, drilled, sanded or otherwise broken up during construction or renovation.

An ACM is classified into the following types: thermal system insulation materials, surfacing materials, and miscellaneous materials. In New York City, ACM repair, removal, and disposal is required to be undertaken in accordance with the rules and regulations of the New York City Asbestos Control Program, as promulgated under Title 15, Rules of the City of New York, Chapter 1 (15 RCNY 1), as well as applicable federal and state regulations.

As part of this Phase I ESA, GEI performed a limited visual survey within accessible areas of the project site to identify the presence of suspected asbestos-containing insulation materials. Accessible areas included those areas of the subject building made available by the site contact on the date of GEI's site visit (i.e., unlocked areas which are deemed safe and which building occupants have allowed access into).

Based on the age of the building (circa 1890) ACM such as plaster and/or sheetrock walls, ceiling and/or floor tiles, piping behind walls, etc., may be present within the building. As the building is proposed to be demolished, precautions should be taken to minimize the release of debris and dust which may contain these materials.

2.9.2 Lead-Based Paint

Consumer sale of lead-based paint (containing over .06 percent metallic lead) was banned by the United States Consumer Products Safety Commission in 1977. Given that the building, lead based paint may be present within the building. As the building is proposed to be demolished, precautions should be taken to minimize the release of debris and dust which may contain these materials.

2.9.3 Mold

Molds are part of the natural environment. Outdoors, molds play a part in nature by breaking down dead organic matter such as fallen leaves and dead trees, but indoors, mold growth should be avoided. Molds reproduce by means of tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air.

Molds are usually not a problem indoors, unless mold spores land on a wet or damp spot and begin growing. Molds have the potential to cause health problems. Mold produces allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances (mycotoxins). Inhaling or touching mold or mold spores may cause allergic reactions in sensitive individuals.

No visual evidence of extreme, large and/or significant areas of mold spore growth was noted within the subject building at the time of GEI's site visit.

2.9.4 Radon

Radon, a naturally occurring radioactive gas, is the product of the decay of radium. It is found most frequently in relatively high concentrations in rock formations containing uranium, granite, shale, phosphate, and pitchblende. Radon may also be found in soils contaminated with industrial waste from uranium and phosphate mining. Radon as a gas can move through the soil and water, and into the atmosphere, and is a potential health concern if confined in sufficiently high concentrations in indoor environments. The USEPA has set an

"action level" of 4.0 picocuries per liter for continuous long term exposure to radon gas. If radon gas is measured above this level, USEPA suggests follow-up testing and remediation measures.

According to data compiled by the Bureau of Radiation Protection, New York State Department of Health (NYSDOH), New York City has one of the lowest average levels of basement and first floor radon measurements in New York State. The latest statistics indicate an average of 2.9 picocuries/liter for New York City (an average of the five counties), compared to a statewide average of 5.6. Based on these low average levels, it is unlikely that radon gas levels on the project site exceed the USEPA action level of 4.0 picocuries/ liter, and therefore radon testing is typically not recommended.

2.10 Adjacent/Contiguous and Nearby Properties

2.10.1 Historical Atlas Review

GEI's review of historical Sanborn atlases indicated that adjoining and neighboring properties surrounding the project site have historically consisted of residential structures, and commercial/retail buildings. No gasoline filling stations, auto repair facilities, or heavy manufacturing/industrial operations were identified adjacent/contiguous to the project site. However the N.Y. Edison transformer Sub Station operated approximately 330 feet southwest of the site from approximately 1922 until 1968.

2.10.2 Current Observations of Adjacent/Contiguous and Nearby Properties

GEI's site inspection included a visual reconnaissance of properties located adjacent/ contiguous to, and in the immediate vicinity of the project site. These noted properties were viewed from public right-of-ways along nearby roadways. Although there were no significant barriers preventing GEI from determining the general uses of these properties, GEI did not enter any of these properties for a detailed inspection of site conditions for legal reasons (i.e., trespassing). The table below summarizes GEI's visual observations.

Direction	Property Use
North	12-story residential building with ground floor commercial space
South	6-story residential building with ground floor commercial space
East (across Third Avenue)	Multi-story residential buildings with ground floor commercial space.
West	Multi-story residential buildings with ground floor commercial space.

Land uses in the area consist of multi-family residential buildings, apartment buildings, and commercial/retail businesses.

Properties identified within available regulatory agency database search radii are listed in the next subsections of this report (refer to Sections 2.11 and 2.12).

2.11 Federal and State Regulatory Records and Databases

GEI obtained and evaluated the readily available and most recent environmental regulatory agency database records provided by Toxics Targeting, Inc. of Ithaca, New York (**Appendix D**). This report was designed to assist parties seeking to meet the search requirements of the ASTM Standard Practice for Environmental Site Assessments (E 1527-13).

GEI's review of available and most recent federal and state agency database records for the project site, adjacent/contiguous properties, and surrounding neighborhood was completed according to the requirements set forth in ASTM E 1527-13, Section 8. The search distances reviewed for this assessment generally meet or exceed the minimum search distances according to the requirements set forth in ASTM E 1527-13, Section 8.2.1. Any deviations from the minimum search distances are addressed in the individual database discussions presented below.

Federal Regulatory Database Search

NPL Sites

The USEPA National Priorities List (NPL) identifies confirmed hazardous waste sites that are ranked for clean-up under the federal Superfund program. This program was authorized by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA" or "Superfund"), as amended by Superfund Amendments and Reauthorization Act of 1986 ("SARA") and Small Business Liability Relief and Brownfields Revitalization Act of 2002 ("Brownfields Amendments").

The project site was not identified within this database. No USEPA NPL sites were identified within an approximate 1-mile radius of the project site.

CERCLIS

The USEPA CERCLA Information System (CERCLIS), which is a comprehensive database and management system that inventories and tracks sites addressed or needing to be addressed by the Superfund program. Sites that USEPA decides do not warrant further evaluation are given a "No Further Remedial Action Planned (NFRAP)" designation by USEPA, which means that no further action under CERCLA is presently anticipated for that

site. A "NFRAP" designation does not necessarily indicate that there is no hazard associated with the site only that, based on available information, USEPA does not plan further investigation at this time.

The project site was not identified within this database. No USEPA CERCLIS sites were identified within an approximate 1-mile radius of the project site.

RCRA Corrective Action Activity

The Resource Conservation and Recovery Act (RCRA) Corrective Action Activity (CORRACTS) database lists hazardous waste facilities with RCRA corrective action activity reported by the USEPA.

The project site was not identified within this database. No RCRA Corrective Action sites were identified within an approximate 1-mile radius of the project site.

RCRA Treatment/Storage/Disposal Facilities

The RCRA Treatment/Storage/Disposal Facilities (TSDF) database includes facilities that treat, store, and/or dispose of hazardous wastes, or have engaged in these activities in the past. TSDF operators, as with hazardous waste transporters and generators, are regulated under the RCRA.

The project site was not identified within this database. No TSDF sites were identified within an approximate 1-mile radius of the project site.

RCRA Hazardous Waste Generators and Transporters

RCRA Hazardous Waste Generators and Transporters are regulated by the federal government under the RCRA. RCRA facilities are permitted by the USEPA, RCRA Division, to generate hazardous waste as part of business operations and dispose of the waste legally. These facilities generally abide by USEPA regulations for storage, handling and disposal of hazardous materials. RCRA Hazardous Waste Generator and Transporter sites are not permitted to store any hazardous wastes at any time for more than 90 days, reducing the potential risk of a spill. A review of the Hazardous Waste Generator and Transporter listings is useful to assess the kinds of hazardous materials/wastes that are handled, stored, and/or transported in the vicinity of the project site, as well as on the project site. With the exception of those identified on, or adjacent/contiguous to the project site, the presence of hazardous waste generators or transporters in the immediate vicinity does not necessarily imply risk of contamination to the project site.

The project site and adjoining properties were not listed in this database.

Civil and Administrative Enforcement Docket

USEPA's Civil and Administrative Enforcement Docket is a database that tracks civil judiciary cases filed on behalf of USEPA by the U.S. Department of Justice.

The project site was not identified within this database. No Civil and Administrative Enforcement Docket sites were listed within 1/8-mile of the project site.

Emergency Response Notification System

USEPA's Emergency Response Notification System (ERNS) database contains information from federal agencies on CERCLA hazardous substance releases or spills in quantities greater than the reportable quantity.

The project site was not identified within this database.

New York State Regulatory Database Search

Inactive Hazardous Waste Disposal Sites

NYSDEC's Inactive Hazardous Waste Disposal Site Registry contains information concerning potentially hazardous waste sites in New York State. The list of NYSDEC Inactive Hazardous Waste Disposal (IHWD) Sites contains summary information pertaining to those facilities that are deemed hazardous and requiring response actions regulated by the NYSDEC under the State's Superfund Program.

The project site was not identified within this database. Three IHWD sites were listed within an approximate 1-mile radius of the project site. However; these sites are located over 2,600 feet from the project site and based upon the distance it is deemed unlikely for them to have the potential to significantly impact the underlying soils of the project site.

Hazardous Substance Waste Disposal Sites

NYSDEC maintains a database of waste disposal sites that may pose threats to public health or the environment, but cannot be remediated using monies from the Hazards Waste Remediation Fund.

The project site is not listed in this database. No NYSDEC Hazardous Substance Waste Disposal sites were identified within an approximate 1/2-mile radius of the project site.

Brownfields Sites (Local and State)

The Brownfields database is a listing of sites that are abandoned, idled or under-used industrial and commercial sites in New York State and New York City, where expansion or redevelopment is complicated by real or perceived environmental contamination.

The project site is not listed on this database. Seven New York State Brownfields sites were identified within an approximate 1/2-mile radius of the project site. These sites are located over 1,000 feet from the project site and based upon the distance from the site, and/or status/characteristics of the Brownfield sites, they are considered unlikely to have the potential to significantly impact the environmental integrity of the project site.

Solid Waste Facilities

A review of the NYSDEC database of solid waste facilities (including, but not limited to, landfills, incinerators, transfer stations, recycling centers) determined that the project site was not identified within this database.

The project site is not listed on this database. No solid waste facility (SWF) sites are listed within an approximate 1/2-mile radius of the project site.

NYSDEC Spill Log Database

The NYSDEC maintains a database of spills of hazardous materials, including petroleum products, reported to the agency according to its regulatory requirements. Parties found responsible for these spills are required to respond by notifying the NYSDEC's Spill Hotline, obtain a Spill Number, and eliminate the source of the spill and perform the necessary cleanup of contamination in surface and subsurface soils and groundwater. The responsible party is required to report its response actions to an assigned NYSDEC case manager, and meet the applicable NYSDEC cleanup criteria for the media impacted by the spill before the NYSDEC will render a determination of "no further action" and at such time, the NYSDEC will "close" the spill number. Spill numbers listed as "active" indicate that the spill incident is either still undergoing remediation, or awaiting completion of paperwork for closure. The

NYSDEC Spills database records spills of unknown substances, regulated chemicals, petroleum spills, and spills due to tank failures and tank tightness test failures.

The project site and the adjoining properties are not depicted in this database.

Additionally, there were 504 NYSDEC spill incidents identified within an approximate 1/2-mile radius of the project site, of which 457 have been closed. Of the remaining 47 active spill incidents, due to such factors as the intervening development (e.g., roadways, gas and electrical conduits, underground sewer systems, basements of adjoining and nearby buildings, etc.) between the project site and these "active" spill incidents, the spill incident statuses, the distances between the spill sources and the project site, the quantities of materials spilled, and the resources affected, these "active" spill incidents were deemed unlikely to have impacted the environmental integrity of the project site.

Major Oil Storage Facilities

A check was made of the NYSDEC Major Oil Storage Facilities (MOSF) database, which lists all facilities (onshore facilities or vessels) with petroleum storage capacities of 400,000 gallons or greater.

The project site was not identified within this database. No NYSDEC MOSF sites were identified within an approximate 1/8-mile radius of the project site.

Petroleum Bulk Storage Facilities (PBS)

NYSDEC maintains registration records for facilities that have petroleum storage capacities in excess of 1,100 gallons and less than 400,000 gallons. These facilities are documented within the NYSDEC PBS and/or Fire Department of the City of New York (FDNY) databases.

The project site is not listed within this database. However, the following adjoining properties are listed in the PBS database, as follows:

- 360-364 Third Avenue, New York, NY (Facility Id: 2–295361). The database describes a 2,020-gallon aboveground fuel oil tank (in contact with soil) that is in service.

- 160 East 27th St, New York, NY (Facility Id: 2–209538). The database describes a 5,000-gallon underground #4 fuel oil tank that is in service.

- 150 East 27th St, New York, NY (Facility Id: 2–606091). The database describes a 5,000-gallon underground #2 fuel oil tank that is in service.

Chemical Bulk Storage Facilities

A check was made of the NYSDEC Chemical Bulk Storage (CBS) database. CBS facilities store regulated hazardous substances in aboveground tanks with capacities of 185 gallons or greater, and/or in underground tanks of any size.

The project site is not listed in this database. No CBS sites were identified within an approximate 1/8-mile radius of the project site.

2.12 New York City Regulatory Database Records

2.12.1 New York City Historic Utility Facilities

A check was made of the New York City Historic Utility Facilities database which is an inventory of selected power generation stations, manufactured gas plants, gas storage facilities, maintenance yards and other gas and electric utility sites identified within various historic documents, maps, and annual reports of New York utility companies. A majority of these sites operated between the 1890s and 1940s.

The project site was not identified within this database. One Historic Utility Facility site was located within an approximate 1/8-mile radius of the project site.

- 150 East 26th Street New York, NY. The database describes a New York Edison Co. operating at this site in 1922.

2.12.2 New York City "E" Designated Sites

A check was made of the New York City Environmental Quality Review (CEQR) – E Designation Site database, which lists parcels assigned a special environmental ("E") designation under the CEQR process. An "E" designation requires specific protocols that must be followed during redevelopment.

The project site was not identified within this database.

2.13 Vapor Encroachment Screening

We have performed a Tier 1 Vapor Encroachment Screening for the property in accordance with the requirements of ASTM Standard E2600-10.

Toxic, volatile substances that are spilled on the ground or released into the subsurface may migrate in the subsurface environment and eventually enter buildings as a gas or vapor by seeping through cracks in basements, foundations, sewer lines and other openings. Vapor flow toward and into a building can be influenced by a number of factors, including

atmospheric pressure changes and building depressurization due to operation of exhaust fans or heating units within the building. The flow rate of vapors into a building often is difficult to predict but generally will depend on factors such as subsurface conditions (e.g., soil properties and contaminant characteristics), building design and condition (e.g., cracks and conduits), and differentials in air pressure across the building foundation. Upon entry into a structure, vapors normally mix with the existing air through the natural or mechanical ventilation of the building. Concentrations of indoor vapors may accumulate to a point where the health of occupants (e.g., residents, workers) in those buildings could be at risk.

Vapor intrusion (also referred to as VI) is the general term given to migration of vapors from a contaminant source in the subsurface into indoor air. Vapor intrusion can occur in a wide variety of building configurations (e.g., buildings with basement, crawlspace, or slab-on-grade foundations). Volatile organic compounds (VOCs) are the category of chemicals of greatest potential concern for this pathway, which among other things includes constituents of gasoline (e.g., benzene) and other petroleum fuels, as well as dry cleaning fluids (e.g., tetrachloroethylene [PCE]) and industrial degreasers and solvents (e.g., trichloroethylene [TCE]). Other vapor-forming chemicals of potential interest include certain semi-volatile organic compounds (SVOCs), certain pesticides, and mercury.

GEI utilized the information collected in this Phase I ESA (e.g., standard environmental records, historical sources, general physical setting information, etc.,) to assist in determining if there are known or suspect sources of contamination at the project site (on-site), as well as within the area of concern (AOC). As per Section 8.3.2, the AOC is the approximate minimum search distance between the boundary of the project site and the suspect source of contamination. Therefore, for volatile organic compounds the AOC is 1/3-mile and for petroleum hydrocarbon the AOC is 1/10-mile.

The vapor intrusion pathway has become widely recognized as a potentially significant cause of exposure to toxic substances in indoor spaces. Numerous studies have indicated that the air in buildings overlying soil or groundwater contaminated with toxic vapor-forming substances may contain potentially harmful concentrations of these contaminants due to vapor intrusion.

Based on our evaluation of current and past property uses as well as our review of available property records during this Phase I ESA, we concluded that a vapor intrusion concern (VIC), defined as the presence or likely presence of contaminated vapors in the subsurface caused by the release of vapors from on-site contaminated soil and groundwater at the property, is unlikely to exist.

The Toxics Targeting, Inc. database indicated suspect sources of petroleum contamination within 1/10-mile of the property and suspect sources of non-petroleum contamination within 1/3-mile of the property, which are the "approximate minimum search distances" required in

a Tier 1 Vapor Encroachment Screening. However, given the regulatory status, the characteristic of the off-site suspect sources and that there are no documented plumes associated with these suspect sources, it is unlikely that the project site has been impacted from a vapor migration/intrusion viewpoint.

The vapor migration/intrusion pathway is very complex and can vary considerably within a site. It should be noted that this "screening" is not an absolute and definitive methodology for confirming vapor migration/intrusion impacts. Site specific impacts from vapor migration/ intrusion can only be determined through a specific testing program. No such testing program was undertaken as part of this Phase I ESA.

2.14 Data Gaps

As part of this report, GEI did not obtain historical aerial photographs. This is considered a data gap and was previously addressed within the specific section of the report. However, based upon the historical information obtained for this report and the past and present uses identified for the project site, it is GEI's professional opinion that the lack of this information is not considered significant enough to warrant further investigations then what has been recommended and does not impact our conclusions.

3. Conclusions, Opinions, and Recommendations

GEI has performed a Phase I ESA in conformance with the scope and limitations of ASTM Practice E 1527-13 of the project site located at 366-368 Third Avenue, New York, New York. Any exceptions to, or deletions from, this practice are described in Section 4 of this report. No apparent evidence of Historical Recognized Environmental Conditions or Controlled Recognized Environmental Conditions were identified in connection with the project site. However, this assessment has revealed the following Recognized Environmental Conditions (RECs) and Business Environmental Risks to be associated with the project site:

Recognized Environmental Conditions:

- Historic Manufacturing Use: According to Certificates of Occupancy issued for 366 Third Avenue, the site building was utilized for manufacturing and furniture refinishing from at least 1922 until 1955. No regulatory database listings or available records indicate that the site was issued Federal or State regulatory violations with respect to the aforementioned activities. It is noted that these on site activities occurred during a period that predates environmental regulatory oversight regarding hazardous substance storage activities, petroleum and chemical spills, reporting requirements, and cleanup requirements, they could potentially have an adverse impact to the environmental quality at the site from undocumented occurrences.

  Given that the building has been connected to the municipal sewer system and there was no visual evidence of staining or cracks or obvious pathways into the floor of the basement and that there are no regulatory database listings associated with the site, it is GEI's opinion that no testing or actions are required at this time. However, upon site redevelopment, it is recommended that a vapor barrier be installed to prevent possible soil vapor intrusion impacts.

- Fuel Oil Tanks: Two 275-gallon fuel oil tanks were observed in the basement of 366 Third Avenue. Therefore, during the demolition and/or excavation of the project site, the tanks should be removed in accordance with all applicable Fire Department-City of New York rules and regulations governing such projects.

Business Environmental Risks:

- Lead-Based Paint: Consumer sale of lead-based paint (containing over .06 percent metallic lead) was banned by the United States Consumer Products Safety Commission in 1977. Given the estimated construction date of the building on the project site (circa 1935), it is considered possible that lead-based paint is present in

the underlying surfaces throughout the building. If any construction, demolition, or renovation work is planned for the building, assessment and precautions should be taken to limit the amount of dust emissions that would be generated by such activities. Lead dust generated during renovation/demolition activities poses a potential health threat to workers and residents, and should be addressed in accordance with all applicable federal and state rules and regulations governing such projects.

- Suspected Asbestos-Containing Material: As previously mentioned, GEI's limited visual survey of the subject building identified SACM. Based on the age of the subject building, these building materials must be assumed to contain asbestos, unless sampling and laboratory analysis documentation proving otherwise can be provided. Should demolition, construction or renovation activities affecting these materials be planned, either sampling, or laboratory analysis of these materials to determine asbestos content should be performed or the materials must be assumed to contain asbestos and addressed accordingly. Prior to any future demolition or renovation activities, a licensed New York City asbestos investigator should inspect all building areas that will be affected by these activities to identify any asbestos-containing materials (ACM) in need of abatement. Paperwork outlining the findings of the inspection (i.e., ACP-5 or ACP-7 forms) must be filed and submitted to the proper New York City agencies. Removal and disposal of asbestos-containing materials must be undertaken in accordance with the rules and regulations of the New York City Asbestos Control Program (as required under Title 15, Rules of the City of New York, Chapter 1), and applicable federal and state regulations.

ENVIRONMENTAL PROFESSIONAL STATEMENT AND SIGNATURES

We declare that, to the best of our professional knowledge and belief, we meet the definition of *Environmental Professional* as defined in §312 of 40 CFR 312. We have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the project site. We have developed and performed the AAIs in conformance with the standards and practices set forth in 40 CFR Part 312.

SENIOR ENVIRONMENTAL PROFESSIONAL:

Stephanie Pollert
Project Professional

Reviewed by:

Richard Fasciani
Senior Environmental Practice Leader

4. Scope of Work

The Scope of Work for this Phase I ESA is based on the Standard Practice for Environmental Site Assessments: Phase I ESA Process (E 1527-13) developed by the (ASTM, and generally accepted industry protocols, with the following exceptions: no aerial photos were obtained for inclusion within the report. This Phase I ESA involved, and was limited to: research into the history of uses of the project site, checks with appropriate government and regulatory agencies, a visual inspection of the project site, and an informal survey of adjacent/contiguous and nearby properties to determine the presence of RECs, HRECS and CRECs. These are defined under ASTM E 1527-13, as follows:

Recognized Environmental Conditions (RECs)

"…the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."

Historical Recognized Environmental Conditions (HRECs)

"…a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted uses criteria established by a regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls)."

Controlled Recognized Environmental Conditions (CRECs)

"…a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with *hazardous substances* or *petroleum products* allowed to remain in place subject to the implementation of required controls (for example, *property* use restrictions, *activity and use limitations, institutional controls,* or *engineering controls).*

Since the Phase I ESA scope of work does not typically include testing of building materials (e.g., for asbestos, lead-based paints, PCBs, etc.), or of subsurface soils or groundwater, no definitive assessment of the presence of environmental contamination (from on-site or off-site sources) is made. It should also be noted that other issues that may relate to property value impairments (e.g., ambient air quality, asbestos in building concerns, lead-paint

concerns, pollution conditions requiring response costs, noise pollution, perceived risk from electromagnetic fields, etc.) are outside the scope of this Phase I ESA, and are addressed in this study only in a limited manner.

If further determination of any potential contamination or analysis of specific materials is needed, then testing and/or further investigations (e.g., Phase II investigations) may be necessary.

4.1 Conformance with ASTM Standard

GEI has performed this Phase I ESA of the project site in compliance with the scope and limitations of ASTM Practice E 1527-13, and its client's scope of services for Phase I ESAs, as required by the client, as the User. The purpose for this Phase I ESA is to provide GEI's client with Phase I ESA findings, conclusions and professional opinions to support the User's business practices and to meet one of the requirements for innocent landowner and bona fide prospective purchaser limitations on CERCLA liability. If requested by the client, as the User, the scope of work may exceed the recommended ASTM scope (e.g., additional database searches, evaluations for asbestos, radon, lead-based paint issues, wetlands, etc.). If additional evaluations are requested for the purposes of determining business environmental risks, such evaluations will be based upon considerations including, but not necessarily limited to, the nature of the property and the reasons for performing the assessment, and will be agreed upon between the User and GEI as additional services beyond the scope of the ASTM Phase I ESA practice within a signed proposal prior to the initiation of the additional tasks.

In accordance with ASTM standards, a Phase I ESA is not intended by GEI to be used by the User as an environmental compliance report. This Phase I ESA report does not address the specific compliance requirements under federal, state and local laws for storage, use, transport, discharge, or disposal of hazardous or toxic materials associated with the project site. Specific compliance issues and questions about a particular site must be addressed directly through the regulatory agency having jurisdiction over the project site. In addition, no judgment is made with respect to the facility's compliance with worker exposure standards established by the federal Occupational Safety and Health Administration (OSHA), or any other state or local regulatory body.

4.2 Sources of Information and Research Methods

As previously mentioned, this Phase I ESA involved, and was limited to: research into the history of uses of the project site, checks with appropriate government and regulatory agencies, a visual inspection of the project site, and an informal survey of adjacent/ contiguous and nearby properties to determine the presence of RECs.

Historical site research is important in the assessment of the likelihood of past releases of hazardous substances and/or petroleum products. Sources of historical information for the project site may include one or more of the following:

- Historical Sanborn atlases, aerial photos, etc.
- USGS topographic maps, land use and zoning maps, flood plain maps
- Interviews with site contacts or current site operators
- NYCDOB for building history including construction and alteration permits, and FDNY for information relating to petroleum storage tanks, and storage and use of hazardous substances or petroleum products.

The site inspection involves a review of current operations and walk-through of the project site for visible indications of any significant contamination by hazardous substances and/or petroleum products. The site inspection includes the following objectives:

- to identify sources of potential on-site contamination, such as underground storage tanks, septic systems, dry wells, interior floor drains, electrical equipment potentially containing PCBs, SACMs, and suspected lead-based paints, etc.
- to examine the property for signs of potential contamination: stained soils, unusual odors, stressed or dead vegetation, improperly stored drums, oil slicks, on-site waste disposal/dumping, etc.
- to identify the quantity and type of hazardous substances or petroleum products used in the on-site operations.
- to identify potential off-site sources of contamination. Adjacent uses are noted, along with topography and surface water drainage patterns.
- to identify on-site or adjacent off-site sensitive receptors, such as wetlands, surface waters, drinking water wells.

GEI's review of available federal agency records for listings which may include the project site, adjacent/contiguous properties, and surrounding neighborhood was completed according to the requirements set forth in ASTM E1527-13, Section 8. The search distances reviewed for this assessment generally meet or exceed the minimum search distances according to the requirements set forth in ASTM E1527-13, Section 8.2.1. Any deviations from the minimum search distances are addressed in the discussions for significant individual database findings.

GEI's review of available federal agency records for listings which may include the project site, adjacent/contiguous properties, and surrounding neighborhood included the following federal databases: NPL and Delisted NPL site listings; CERCLIS and CERCLIS NFRAP

site listings; RCRA CORRACTS and RCRA non-CORRACTS TSD facility listings; RCRA Generator listings; Federal institutional control/engineering control registries; and the Federal ERNS list.

GEI's review of readily available NYSDEC records for listings which may include the project site, adjacent/contiguous properties, and the surrounding neighborhood included the following state databases: Inactive Hazardous Waste Disposal Sites; Brownfields Sites and Voluntary Cleanup Program (VCP) Sites listings; Solid Waste Facilities and Historical Solid Waste Sites listings; Petroleum Bulk Storage Facilities, Major Oil Storage Facilities and Chemical Bulk Storage Facilities site listings; and Leaking Underground Storage Tank (LUST) and Spill Site facility listings.

Not all of the objectives described above are applied to every site; investigations are tailored to the particular nature of the site. It should be noted that information requested from regulatory agencies may be incomplete or unavailable within a reasonable time period.

4.3 User Supplied Information

In order for a prospective purchaser to claim CERCLA landowner liability protections, under Section 101 (35)(B) of CERCLA, as amended by the Small Business Liability Relief and Brownfields Revitalization Act, such persons and businesses are required to conduct AAIs prior to or on the date of obtaining ownership of the property. The USEPA, in its Final Rule, Standards and Practices for All Appropriate Inquiries, established federal standards and practices for conducting AAIs, found in 40 CFR Part 312. Under § 312.11 (a), ASTM E 1527-13 is identified as an industry standard which may be used to comply with AAIs.

The performance standards required for AAIs include inquiries by an Environmental Professional, and additional inquiries by persons seeking to establish one of the CERCLA liability protections. Under § 312.22, additional inquiries by persons seeking to establish one of the CERCLA liability protections, if not otherwise provided to the Environmental Professional, includes in substance: an evaluation of environmental cleanup liens against the project site; consideration of specialized knowledge or experience of the person seeking to claim liability protection; evaluation of the relationship of the purchase price to fair market value of the project site, if the property was not contaminated; or other commonly known or reasonably ascertainable information about the project site. If such information is not provided to the Environmental Professional, the AAI report prepared by the Environmental Professional must include a determination as to whether the lack of this information affects his or her ability to identify conditions of releases or threatened releases under the Final Rule, and discuss this condition as a significant Data Gap (see Section 2.13. of this report).

5. Disclaimer

This Phase I ESA has been prepared for Bank Leumi USA and is only to be used as a Phase I ESA of the project site in compliance with the scope and limitations of ASTM Practice E 1527-13 at the time of GEI's site visit. This Phase I ESA is based on the review of relevant historic and agency records relating to past uses and occupants, which may be incomplete, and upon a visual inspection of the project site.

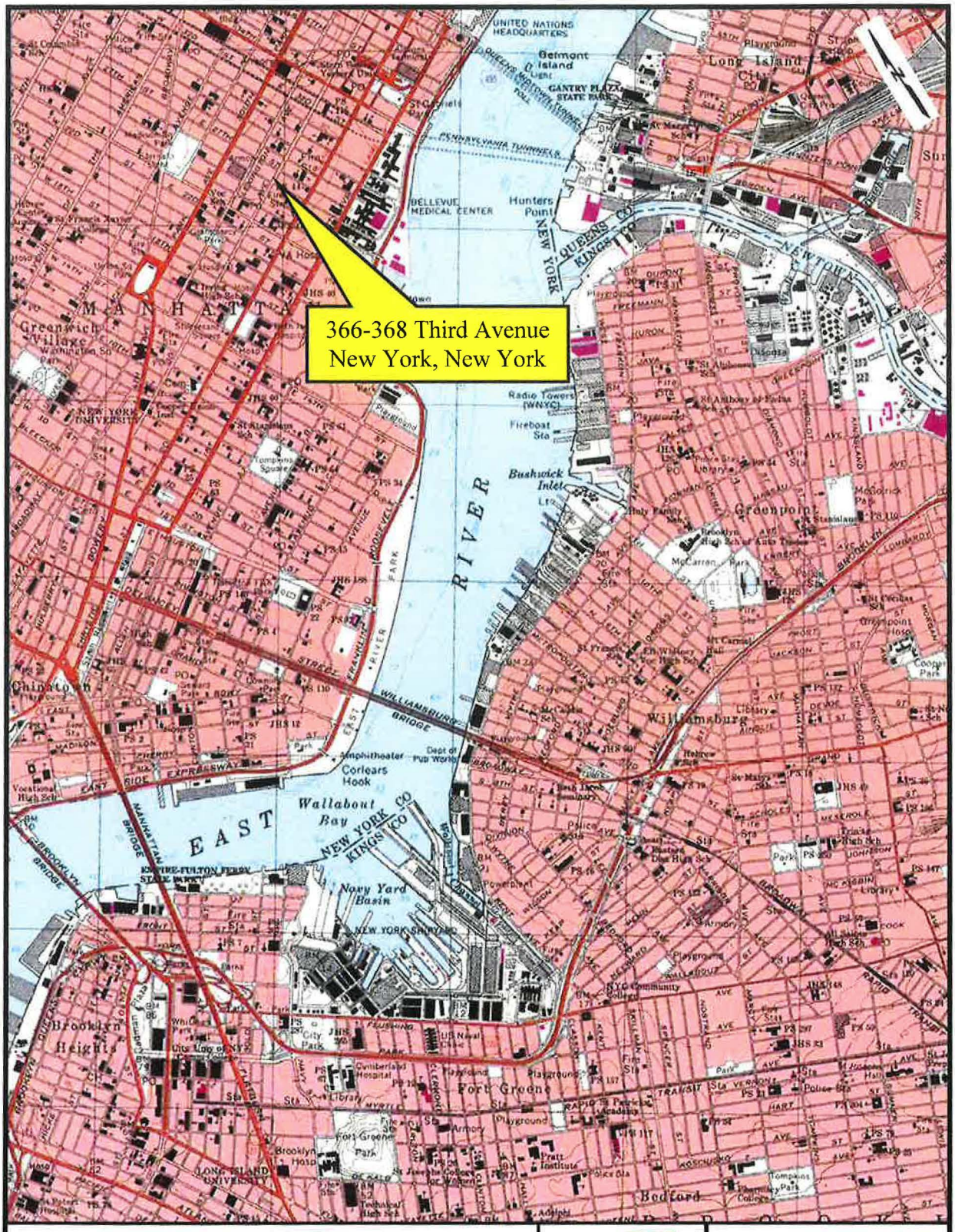
Any third party reliance on the findings and conclusions contained in this report is expressly prohibited, unless the third party obtains the written consent of GEI beforehand. GEI assumes no liability for any unauthorized use of this report by any person or entity other than the User for whom it has been prepared. This Phase I ESA was undertaken in accordance with generally accepted currently customary practices, specifically the ASTM Standard Practice for Phase I ESAs. This Phase I ESA makes no representations or conclusions with respect to portions of the project site and its structures which were not inspected portions of the project site which were hidden from view, or portions of the project site not accessed by GEI for any reason.

As discussed in ASTM E 1527-13, Section 4.5.1, a Phase I ESA cannot wholly eliminate uncertainty regarding the potential for RECs in connection with a property. The completion of this Phase I ESA is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs in connection with the property, within reasonable limits of time and cost. This Phase I ESA is a visual, non-intrusive assessment where the investigation included a review of readily available applicable records, interviews with site owners and personnel, and an inspection of readily accessible and visible areas.

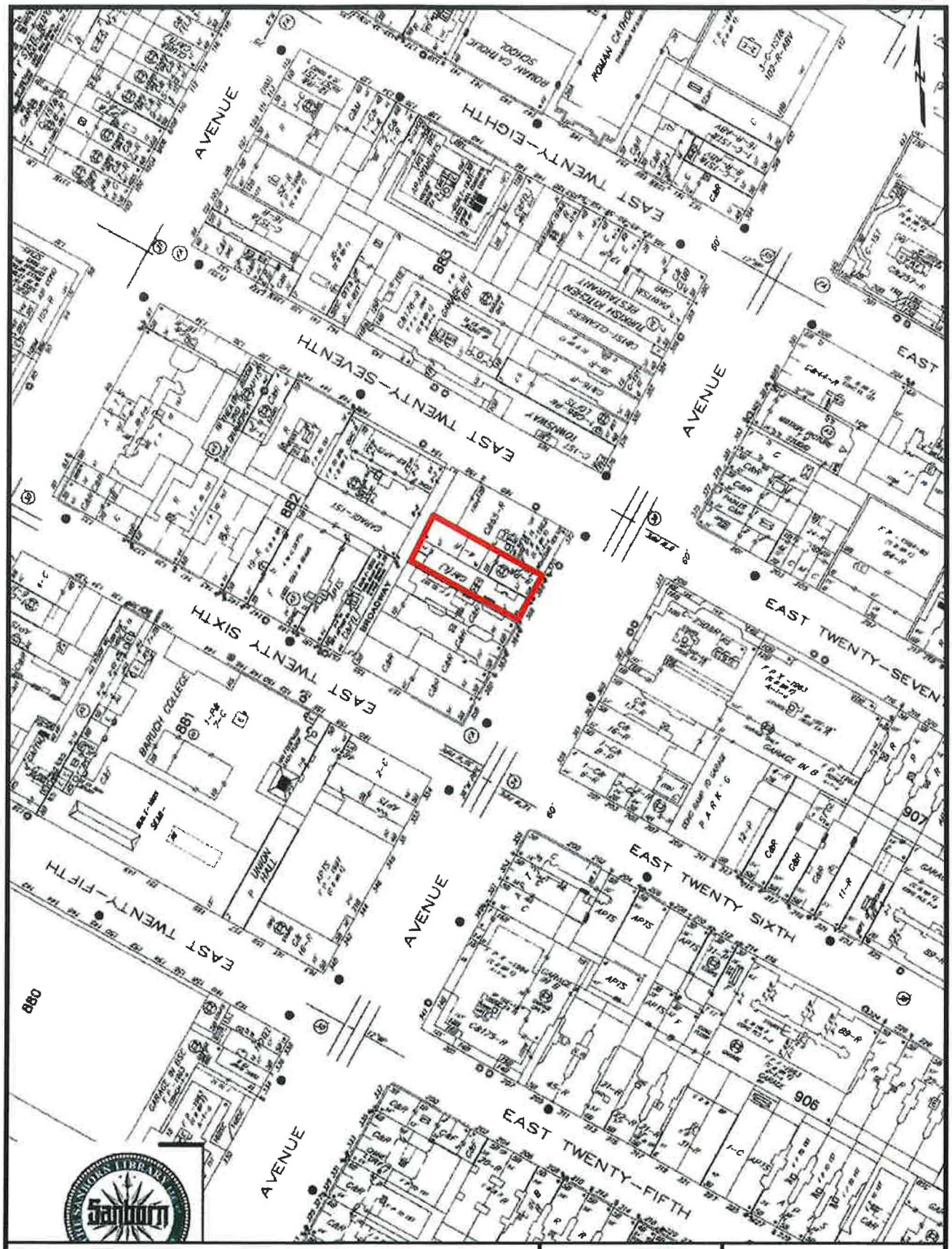
This Phase I ESA does not involve any sampling, testing, or laboratory analysis of soils, surface water, groundwater, products, building materials, or other substances on-site, but constitutes only the professional opinion of GEI based on established ASTM Phase I ESA and User procedures and protocols. This Phase I ESA is not, and should not be construed as, a guaranty, warranty, or certification of the presence or absence of toxic or hazardous substances, which can be made only through direct or indirect testing, and contains no formal plans or recommendations to rectify or remediate the presence of any toxic or hazardous substances, which may be subject to regulatory oversight and approval.

Any and all liability on the part of GEI shall be limited to the extent of applicable coverage of GEI's professional liability insurance between GEI and the User of this Phase I ESA. GEI shall have no liability for any other damages, whether consequential, compensatory, punitive, or special, arising out of, incidental to, or as a result of, this Phase I ESA. GEI assumes no liability for the use of this Phase I ESA by any person or entity other than the institution and/or entities or persons for whom it has been prepared.

Figures



366-368 THIRD AVENUE, NEW YORK, NEW YORK CENTRAL PARK QUAD	GEI Consultants	**SITE LOCATION MAP**
BANK LEUMI USA NEW YORK, NEW YORK	Project 1703241	August 2017 Fig 1



366-368 THIRD AVENUE, NEW YORK, NEW YORK	GEI Consultants	**2005 SANBORN ATLAS**
BANK LEUMI USA NEW YORK, NEW YORK	Project 1703241	August 2017 Fig 2

STEVERICH

ENVIRONMENTAL CONTRACTORS

Contractor Registration #13VH01565000
NJDEP Certification #US01120 / US DOT #00863700
NJDEP Solid & Hazardous Waste Transporter #S21169
NYS Waste Transporter #NJ-517/ EPA #061915551067X

ACCREDITED BUSINESS
BBB Rating: A+

February 5, 2019

Shane Meehan
31 South St Suite 2N-4
Mount Vernon, NY 10550

Tel: 929-410-7569
Fax:

E-mail: Smeehan@monconinc.com
Site Address: 368 3rd Ave New York NY 10016

Thirty Years **in the construction/environmental business, SREC has serviced and satisfied over 20,000 customers. We invite you to join our growing number of satisfied customers, while we continue to dig-green to help clean up the environment.**

Dear Sir/Madam;

1. STEVE RICH ENVIRONMENTAL CONTRACTORS ("Contractor") SCOPE OF WORK:

Removal of a # 2 Fuel Oil Aboveground Storage Tank (AST) Tank
Tank reported as empty. It will be lifted and loaded onto roll off.
SREC to cut and clean and dispose of tank.

We propose hereby to furnish labor and materials-complete in accordance with specifications above, for the sum of: $1,800.00Dollars.

NOTES: The above quoted price is based on easy access. Above Pricing Does Not Include Local Permit Costs Unless Otherwise Noted.

Steve Rich Environmental Contractors requires a deposit of 1/3($600.00) of the cost of tank removal. Payment for no parking, police and permit fees will be invoiced prior to scheduling work based on individual town requirements for a full days work. Invoice must be paid in full in order to schedule removal. Final balance due upon completion at the end of the day.
Please Note: No Reports and/or documentation will be issued until all invoices are paid in full and account balance is satisfied.

SREC will have tank loaded onto roll off and brought to SREC's yard. We will vacuum out the tank's contents through the available fill ports. The tank will then be cut open, all residual oil and sludge will be drummed and the tank will be wiped thoroughly. All of the tank contents will be transported and disposed of by a licensed hazardous waste transporter.

If necessary, the tank fill ports, suction and return and vent pipe will be removed from the property and disposed of at a certified recycling facility.

Invoice

STEVE RICH & ASSOCIATES, INC.
222 Delawanna Avenue
Clifton, NJ 07014
Contractor Registration #13VH01565000

Date	Invoice #
2/6/2019	4480

Phone #	973.458.1188

PAID 02/07/2019

Bill To	Ship To
Shane Meehan 31 South Street, Suite 2N-4 Mount Vernon, NY 10550	368 3rd Avenue New York, NY 10016

Terms	Rep
Due on receipt	SR

Quantity	Description	Rate	Amount
1	Removal of up to a 1000 gallon #2 Fuel Oil Above ground Storage Tank that is empty	1,800.00	1,800.00

Steve Rich & Associates, Inc.
Thanks your for business.

Total	$1,800.00
Payments/Credits	-$1,800.00
Balance Due	$0.00






HITACHI



ASBESTOS REPORT

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU6299MN18

Build It Back App ID # _____

Premise Address 368 3rd Avenue Borough Manhattan Zip 10016

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [X] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: July 12, 2018

Signature

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU6299MN18

Build It Back App ID # _____

Premise Address 368 3rd Avenue Borough Manhattan Zip 10016

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Roof		Roof and Flashing Material	4,000		
		TOTAL ACM	4,000		

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU6299MN18

Build It Back App ID # _____

Premise Address 368 3rd Avenue Borough Manhattan Zip 10016

DEP Asbestos Control Program is in receipt of the following document (s)

- [x] Project Monitor's Report
- [ ] A-TR1 form filed by Registered Design Professional

Based on the above submitted documentation the Department is issuing the

- [ ] Project Completion Form (entire project)
- [x] Project Completion Form (partial project)

(See next page for the list of closed-out location(s) of abatement)

DEP hereby acknowledges that it has received the above documentation required pursuant to section 1-22(b) of the DEP Asbestos Rules (15 RCNY Chapter 1) for the completion of this project. Please note that the issuance of this Form is not a certification that the asbestos project was performed in accordance with the DEP Asbestos Rules or that the building is free of asbestos containing material. This Form is issued based on representations contained in documentation submitted by the applicant, or other relevant party.

Date: July 12, 2018

Signature

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU6299MN18

Build It Back App ID # _____

Premise Address 368 3rd Avenue

Borough Manhattan Zip 10016

CLOSED-OUT LOCATION(S) OF ABATEMENT

Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
Roof	Parapet Walls	Wall Tar	300		
Roof	Bulkhead Roof	Wall tar and membrane	300		
		TOTAL ACM	600		

NYC Environmental Protection

NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT NOTIFICATION (Form ACP7)

ACCEPTED
5/22/2018
DEP
BUREAU OF ENVIRONMENT REMEDIATION & ENFORCEMENT
ASBESTOS CONTROL PROGRAM
TRU 1

This form must be submitted to the DEP not less than one week in advance of the start of abatement activities.

I. FACILITY

1. Premise No. 368 Street Name 3rd Avenue Borough Manhattan Zip 10016
2. AKA 366 3rd Avenue, New York NY 10016 Type of Facility Residence BIN 1090457 Block 00882 Lot 0048
3. Is the abatement activity not associated with a building / structure (ie., a street activity job)? ☐ Yes ☒ No
4. If yes, specify location, on _____ between _____ and _____
5. Is this building a one-or-two family residence? ☐ Yes ☒ No Is the building height more than 75 feet? ☐ Yes ☒ No
6. Is the abatement activity conducted in a Government owned building? ☐ Yes ☒ No
6a. Is it a Build-It-Back project? ☐ Yes ☒ No App ID # _____

II. BUILDING OWNER

7. Name 368 Third Owners LLC Address 540 Madison Avenue, 16B
8. City New York State NY Zip 10022 Contact Person Yehuda Mor
9. Tel. # 6465176868 Fax # _____ Email yehudam@minravusa.com

III. APPLICANT

10. Applicant's Affliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
11. Name Wilson Chimborazo Address 237 West 35th Street 3rd Floor, Suite # 303
12. City New York State NY Zip 10001 Contact Person Wilson Chimborazo
13. Tel. # 6469960941 Fax # 3476492073 Email wilson@albademo.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name Alba Environmental Inc. DOL Lic. # 75957 Address 237 West 35th Street 3rd Floor, Suite # 303
15. City New York State NY Zip 10001 Contact Person Wilson Chimborazo
16. Tel. # (646) 996-0941 Fax # _____ Email wilson@albademo.com

V. THIRD PARTY AIR MONITOR

17. Name Enviro-Pro Unltd Corp. DOL Lic. # 63177 Address 262 West 38th Street Suite 601
18. City New York State NY Zip 10018 Contact Person Yevgeniy Golubchik
19. Tel. # 718-801-2231 Fax # _____ Email envprodep@gmail.com
20. Sample Analysis Laboratory Metro Analytical NYS DOH ELAP # 12003

VI. PROJECT INFORMATION

21. Start date 5/29/2018 Projected completion date 5/21/2019
22. Asbestos work schedule Monday 8:00AM - 5:00PM, Tuesday 8:00AM - 5:00PM, Wednesday 8:00AM - 5:00PM, Thursday 8:00AM - 5:00PM, Friday 8:00AM - 5:00PM, Saturday 8:00AM - 5:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU6299MN18	$1,200.00	

23. Total amount of asbestos-containing material 7,100 Square Feet, and/or _____ Linear Feet

24. Is the area under containment on any single floor equal to or more than a. 15,000 sq.ft ☐ Yes ☒ No b. 7,500 sq.ft. ☐ Yes ☒ No

25. TYPE OF ABATEMENT: Removal

26. ABATEMENT PROCEDURE: Exterior Foam, Exterior Vertical Surface, Full Containment

VII. PROJECT DETAILS

27. DOES THE ASBESTOS PROJECT INVOLVE

(Checking "Yes" to any of the following subsections will require notice to FDNY as per Section 901.7 NYC Fire Code, Local Law 26 of 2008)

A. Disengagement or obstruction of any component of exit signage or exit lighting system? ☐ Yes ☒ No

B. Disengagement of any fire alarm system component including any fire alarm-initiating device? ☐ Yes ☒ No

C. Shut-off of the sprinkler system water supply? ☐ Yes ☒ No

D. Shut-off of any part of a standpipe system or standpipe system components, including valves or fire pumps? ☐ Yes ☒ No

28. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer "Yes" to any of the following, you must submit a complete Work Place Safety Plan and obtain an Asbestos Abatement permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instructions for this form)

A. Obstruction of an exit door leading to an exit stair or the exterior of the building? ☒ Yes ☐ No

B. Obstruction of an exterior fire escape or access to that fire escape? ☐ Yes ☒ No

C. Obstruction of a fire-rated corridor leading to an exit door? ☒ Yes ☐ No

D. Removal of handrails in an exit stair or ramp within the work area*? ☐ Yes ☒ No

E. Removal or dismantling of any fire alarm system component including any fire alarm-initiating device (e.g. smoke detectors and manual pull stations) within the work area*? ☐ Yes ☒ No

F. Removal or dismantling of any exit sign, including directional signs, or any component of the exit lighting system, including photoluminescent exit path marking within the work area*? ☐ Yes ☒ No

G. Removal or dismantling of any part of a sprinkler system including piping or sprinkler head within the work area*? ☐ Yes ☒ No

H. Removal or dismantling of any part of a standpipe system, including valves or fire pumps within the work area*? ☐ Yes ☒ No

29. DOES THE ASBESTOS PROJECT INVOLVE

(If you answer " Yes" to any of the following, you must obtain an Asbestos Abatement Permit from DEP before commencing abatement activities. Please see section 1-26 of the DEP Asbestos Rules and the instruction form that will be generated once you submit this application)

A. Removal of any fire-resistance rated portions of a wall, ceiling, floor, door, corridor, partition, or structural element enclosure including spray on fire-resistance rated materials within the work area*? ☐ Yes ☒ No

B. Removal of any fire dampers, smoke dampers, fire stopping materials, fireblocking or draft stopping within fire-resistance rated assemblies or within concealed spaces? ☐ Yes ☒ No

C. Removal of any non-load bearing / non-fire-resistance rated wall (greater than 45 sq.ft or 50% of a given wall) within the work area*? ☐ Yes ☒ No

D. Any plumbing work other than the repair or replacement of plumbing fixtures within the work area*? ☐ Yes ☒ No

TRU #	ACP7 Fee	EN #
TRU6299MN18	$1,200.00	

VIII. ASBESTOS HAULER

Asbestos Hauler Dial Transport, LTD NYS DEC Permit # 2A-594 TEL.# (888) 646-9903

30. Disposal Site(s) Minerva Enterprises, LLC 9000 Minerva Rd Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 7,100 Square Feet, and/or _____ Linear Feet

Floor	Entire Floor	Section of Floor	Type Of Abatement	Abatement Procedure	Type of Asbestos Containing Material	Amount of ACM		A-TRU Review/ Approval/Permit Required
						Square Feet	Linear Feet	
1st Floor	No	Staircase Walls	Removal	Full Containment	Wall Plaster	500		Yes
2nd Floor	No	Staircase Wall	Removal	Full Containment	Wall Plaster	500		Yes
3rd Floor	No	Staircase Wall	Removal	Full Containment	Wall Plaster	500		Yes
4th Floor	No	Staircase Wall	Removal	Full Containment	Wall Plaster	500		Yes
5th Floor	No	Staircase Wall	Removal	Full Containment	Wall Plaster	500		Yes
Roof	Yes		Removal	Exterior Foam	Roof and Flashing Material	4,000		No
Roof	No	Bulkhead Roof	Removal	Exterior Vertical Surface	Wall tar and membrane	300		No
Roof	No	Parapet Walls	Removal	Exterior Vertical Surface	Wall Tar	300		No
					TOTAL ACM	7,100		

TRU #	ACP7 Fee	EN #
TRU6299MN18	$1,200.00	

X. ACKNOWLEDGEMENT

31. I hereby declare that the information provided herein is true and complete to the best of my knowledge. I am familiar with Federal, State and NYC laws and regulations applicable to asbestos-related work.

Enviro-Pro Unltd Corp.	Alba Environmental Inc.	Wilson Chimborazo
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
5/22/2018	5/22/2018	5/22/2018
Date Acknowledged	Date Acknowledged	Date Acknowledged

32. I understand that as the owner of a building where asbestos abatement activity occurs, I am responsible for the performance of the asbestos abatement activities in accordance with the Asbestos Control Program Rules. I have contracted the third party air monitor who is completely independent of all parties involved in the asbestos project. I hereby declare that I have authorized the filing of this notification for the work specified herein.

368 Third Owners LLC	N/A
Print Name of Owner	Date Acknowledged

Please note:

1. The requirements of the Asbestos Control Program Rules may not be lawfully avoided or lessened through the performance of work in incremental or piecemeal fashion

2. Any modification of information provided on this form must be reported immediately in writing directly to the NYC DEP Asbestos Control Program

TRU #	ACP7 Fee	EN #
TRU6299MN18	$1,200.00	

BROADWAY ALLEY:
(i) RECORDED MEMORANDUM OF AGREEMENT;
AND (ii) LETTER OF KOFEL ASSOCIATES INC.

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.

2018051100193001001EDE2C

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 8**

Document ID: 2018051100193001 Document Date: 05-08-2018 Preparation Date: 05-11-2018
Document Type: COURT ORDER
Document Page Count: 6 Non-Standard Form Size

PRESENTER:	**RETURN TO:**
ATTORNEY 31 WEST 34TH STREET SUITE 7040 NEW YORK, NY 10001 917-238-0576 MICHAEL.WOLK@WOLKGROUP.COM	LAW OFFICES OF MICHAEL B. WOLK, P.C. 31 WEST 34TH STREET SUITE 7040 NEW YORK, NY 10001 917-238-0576 michael.wolk@wolkgroup.com

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	882	50	Entire Lot	160 EAST 27TH STREET

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	882	48	Entire Lot	368 3 AVENUE

Property Type: APARTMENT BUILDING

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page____ *or* File Number_____

PARTIES

PARTY 1/GRANTOR:	
160 EAST 27TH OWNERS CORPORATION 160 EAST 27TH STREET NEW YORK, NY 10016	

FEES AND TAXES

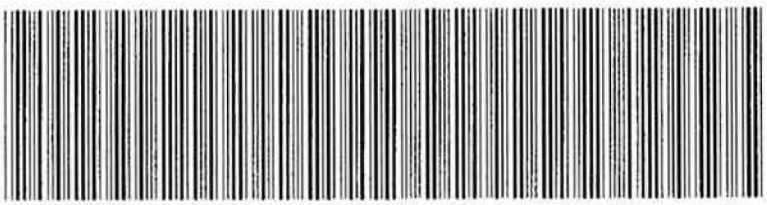
Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	115.00
Affidavit Fee:	$	0.00

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 05-11-2018 11:36
City Register File No.(CRFN): **2018000158555**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2018051100193001001CDCAC

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 8**

Document ID: 2018051100193001 Document Date: 05-08-2018 Preparation Date: 05-11-2018
Document Type: COURT ORDER

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	882	46	Entire Lot		364 3 AVENUE

Property Type: APARTMENT BUILDING

No. 748646

Certification

STATE OF NEW YORK, COUNTY OF NEW YORK, SS:

I, Milton Adair Tingling, County Clerk and Clerk of Supreme Court New York County, do hereby certify that on May 8, 2018 I have compared the document attached hereto,

Consebt Order with Direction to Record Attached Memorandum page(s) 5

with the originals filed in my office and the same is a correct transcript therefrom and of the whole of such original in witness whereto I have affixed my signature and seal.

Milton Adair Tingling

MILTON ADAIR TINGLING
NEW YORK COUNTY CLERK

FILED: NEW YORK COUNTY CLERK 05/07/2018 10:27 AM INDEX NO. 150587/2018
NYSCEF DOC. NO. 37 RECEIVED NYSCEF: 05/07/2018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

366-368 THIRD OWNER LLC and 360-364 THIRD OWNER LLC,

Plaintiffs,

-against-

160 EAST 27TH OWNERS CORPORATION; 160 EAST 27TH STREET CO.; SLHR REALTY LLC; HAROLD S. ROSEN; FRANCINE KASS; and FRANCIS NEMIA,

Defendants.

Index No: 150587/2018
IAS Part 7
Hon. Gerald Lebovits

CONSENT ORDER WITH DIRECTION TO RECORD ATTACHED MEMORANDUM

WHEREAS, the parties hereto, through their undersigned counsel, have settled and resolved the subject matter of this action, pursuant to the terms of executed settlement documents, one component of which requires the recording of a written instrument against certain real property owned by Defendant 160 East 27th Owners Corporation (the "Coop") with the Office of the New York City Register, so as to provide public notice of certain property use restrictions against the Coop (the "Memorandum");

WHEREAS, Section 297-b of the Real Property Law authorizes the Court to issue an Order directing that a lawsuit-related document shall be recorded against designated real property in the applicable property records;

WHEREAS, 366-368 and 360-364 have been informed that, in order for the Office of the New York City Register to record the Memorandum against the Coop's real property, the Memorandum will also need to be recorded against 366-368's real property and 360-364's real property;

FILED: NEW YORK COUNTY CLERK 05/07/2018 10:27 A
NYSCEF DOC. NO. 37 RECEIVED NYSCEF: 05/07/2018

NOW, THEREFORE, it is hereby

ORDERED that, pursuant to Section 297-b of the Real property Law, and the jointly executed consent of the parties hereto through their undersigned counsel, the Office of the New York City Register shall record this Consent Order, along with the attached Memorandum, against (a) certain real property owned by the Coop located at the street address of 160 East 27th Street in the Borough of Manhattan, City, County and State of New York, Tax Lot 50, Tax Block 882; (b) certain real property owned by 366-368 located at the street address of 366-368 Third Avenue in the Borough of Manhattan, City, County and State of New York, Tax Lots 47-48, Tax Block 882; and (c) certain real property owned by 360-364 located at the street address of 360-364 Third Avenue in the Borough of Manhattan, City, County and State of New York, Tax Lots 44-46, Tax Block 882.

Dated: New York, New York
March 30, 2018

LAW OFFICES OF
MICHAEL B. WOLK, P.C.
Attorneys for Plaintiffs

By: _____
Michael B. Wolk

31 West 34th Street, Suite 7040
New York, New York 10001
(917) 238-0576

RIVKIN RADLER LLP
Attorneys for Defendants

By: _____
Jeremy B. Honig
Erec Glambosky

477 Madison Avenue, 20th Floor
New York, New York 10022
(212) 455-9555

SO ORDERED:

5/4/18

_____
Hon. Gerald Lebovits, J.S.C.

Date Issued: April __, 2018

HON. GERALD LEBOVITS
J.S.C.

FILED: NEW YORK COUNTY CLERK 05/07/2018 10:27 AM
NYSCEF DOC. NO. 37 RECEIVED NYSCEF: 05/07/2018

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this ___ day of March, 2018, by and between 366-368 Third Owner LLC, having an address at 366-368 Third Avenue, New York, NY 10016 (the "366-368 Owner"), 360-364 Third Owner LLC, having an address at 360-364 Third Avenue, New York, NY 10016 (the "360-364 Owner") and 160 East 27th Owners Corporation, having an address at 160 East 27th Street, New York, NY 10016 (the "Coop");

WHEREAS, the 366-368 Owner is the owner of real property located at the street address of 366-368 Third Avenue in the Borough of Manhattan, City, County and State of New York, Tax Lots 47-48, Tax Block 882 (the "366-368 Property");

WHEREAS, the 360-364 Owner is the owner of real property located at the street address of 360, 362 and 364 Third Avenue in the Borough of Manhattan, City, County and State of New York, Tax Lots 44-46, Tax Block 882 (the "360-364 Property");

WHEREAS, the Coop is a neighboring owner of record for certain real property located at the street address of 160 East 27th Street in the Borough of Manhattan, City, County and State of New York, Tax Lot 50, Tax Block 882 (the "Coop Property");

WHEREAS, there is a thirteen (13) foot wide privately-owned strip of land called the "Broadway Alley" that is contiguous to portions of the 360-364 Property, the 366-368 Property and the Coop Property;

WHEREAS, pursuant to recorded deeds in the chain of title for the 360-364 Property, the 366-368 Property and the Coop Property, "Broadway Alley" is privately and jointly owned by the 360-364 Owner, the 366-368 Owner and the Coop as tenants-in-common (the "TIC Property" or "Broadway Alley");

WHEREAS, on September 1, 2016, the New York City Department of Buildings (the "DOB") issued a ZRD1 determination under control No. 46739 directing that, in order for the Broadway Alley to meet the definition of a "street" for zoning purposes so that the 360-364 Owner and the 366-368 Owner could satisfy its building, construction certificate of occupancy and zoning requirements in connection with the their construction of an approximately thirty-four story mixed-use building, the DOB directed that the Gates must be removed to create an open and unobstructed way, and in connection therewith further directed that, "A statement shall be provided on the Certificate of Occupancy that 'Access through each end of the Broadway Alley shall not be obstructed with fences and/or gates." (collectively, the "ZRD1 Condition");

WHEREAS, the 360-364 Owner and the 366-368 Owner requested that the Coop consent to the permanent removal of certain gates installed at each end of the Broadway Alley (the "Gates") so that they could satisfy the ZRD1 Condition;

FILED: NEW YORK COUNTY CLERK 05/07/2018 10:27 AM INDEX NO. 153057/2017
NYSCEF DOC. NO. 37 RECEIVED NYSCEF: 05/07/2018

NOW, THEREFORE, for good and valuable consideration, and the exchange of contractual duties set forth herein, the receipt and sufficiency of which is expressly acknowledged, the parties hereto hereby agree as follows:

Pursuant to that certain agreement between the parties dated March__, 2018 (the "Agreement"), the Coop has agreed: (a) that it shall not take any action that would violate the ZRD1 Condition; and (b) that it shall not install gates, obstructions and/or fences that impede access through each end of the Broadway Alley.

This instrument, executed in connection with the Agreement, is intended to be and is entered into as a memorandum thereof for the purpose of recordation and the giving of notice of the Agreement and shall not, in any event, be construed to change, vary, modify or interpret the terms of the Agreement. All of the terms, covenants and conditions contained in the Agreement are hereby incorporated herein by reference with like effect as if fully set forth herein.

This Memorandum of Agreement is being recorded in accordance with the provisions of New York Real Property Law.

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

366-368 Third Owner LLC

By: _____
Sara Rubenstein
Authorized Signatory

360-364 Third Owner LLC

By: _____
Sara Rubenstein
Authorized Signatory

160 East 27th Owners Corporation

By: _____
160 East 27th Owners Corporation Board of Directors
Francine Kass
President

FILED: NEW YORK COUNTY CLERK 05/07/2018 10:27 AM INDEX NO. 150538/2018
NYSCEF DOC. NO. 37 RECEIVED NYSCEF: 05/07/2018

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

On the 30 day of March, 2018 before me, the undersigned, personally appeared Frances Kass, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

ESTHER NATHALIE MORALES
Notary Public - State of New York
NO. 01MO6357963
Qualified in New York County
My Commission Expires May 1, 2021

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

On the 9 day of April, 2018 before me, the undersigned, personally appeared Sara Rubenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

SHOSHANA ISAKOV
Notary Public, State of New York
No. 01IS6155297
Qualified in Queens County
Commission Expires Nov. 06, 2018

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

On the 9 day of April, 2018 before me, the undersigned, personally appeared Sara Rubenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Notary Public

SHOSHANA ISAKOV
Notary Public, State of New York
No. 01IS6155297
Qualified in Queens County
Commission Expires Nov. 06, 2018

KOFEL ASSOCIATES INC

c/o Tristar Equities
155 East 26th Street
New York, NY 10016

June 6, 2017

Re: Gates on Broadway Alley

Kofel Associates Inc. is the record fee owner of 155 East 26th Street, New York, NY 10010.

This letter is to confirm that Kofel Associates Inc. does not require a fence for our needs at the west end of our property, where a fence / gate currently exists. This fence was put up by others without our consent.

We do not require a fence or gate at the south end of Broadway Alley for our purposes and agree not to place any permanent obstructions at the south end of the alley. Kofel Associates does not object to 366 – 368 Third Owner LLC, or its successors in interest, removing said obstructions, though as stated above, we do not own or have any interest in the gate / fence that is currently there.

Rod Feldman, authorized signatory of Kofel Associates Inc

ZONING LOT AGREEMENTS:
(i) ZONING LOT DEVELOPMENT AGREEMENT AND EASEMENTS;
(ii) LIGHT AND AIR EASEMENT AGREEMENT; AND
(iii) UTILIITY EASEMENT AGREEMENT

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.

2017052400314005001E0760

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 45**

Document ID: 2017052400314005 Document Date: 05-02-2017 Preparation Date: 05-25-2017
Document Type: AGREEMENT
Document Page Count: 43

PRESENTER:
MADISON TITLE AGENCY, LLC
(PICK-UP-SDS) AS AGENT FOR
1125 OCEAN AVENUE
LAKEWOOD, NJ 08701
212-808-9400
BAILAB@MADISONTITLE.COM

RETURN TO:
HERRICK, FEINSTEIN LLP
ATTENTION: MITCHELL A. KORBEY, ESQ.
2 PARK AVENUE
NEW YORK, NY 10016
mtany-118065 sg

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	882	44	Entire Lot	360 3 AVENUE

Property Type: APARTMENT BUILDING

Borough	Block	Lot	Unit	Address
MANHATTAN	882	45	Entire Lot	362 3 AVENUE

Property Type: APARTMENT BUILDING

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
360-364 THIRD OWNER LLC
1350 AVENUE OF THE AMERICAS, SUITE 1200
NEW YORK, NY 10019

PARTY 2:
366-368 THIRD OWNER LLC
C/O CONTINENTAL VENTURES, 641 LEXINGTON AVENUE, 24TH FLOOR
NEW YORK, NY 10022

FEES AND TAXES

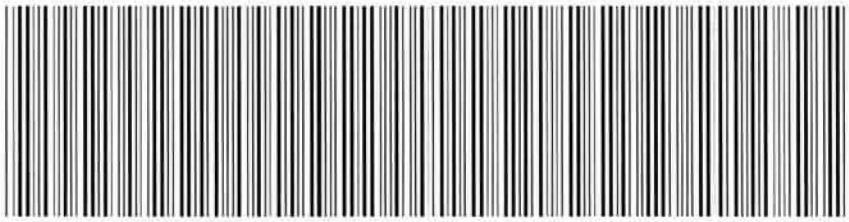
Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	264.00
Affidavit Fee:	$	0.00

Filing Fee:	
$	100.00
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 05-25-2017 17:22
City Register File No.(CRFN): **2017000197956**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 45**

Document ID: 2017052400314005 Document Date: 05-02-2017 Preparation Date: 05-25-2017
Document Type: AGREEMENT

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	882	46	Entire Lot		364 3 AVENUE
Property Type: APARTMENT BUILDING					
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	882	47	Entire Lot		366 3 AVENUE
Property Type: COMMERCIAL REAL ESTATE					
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	882	48	Entire Lot		368 3 AVENUE
Property Type: APARTMENT BUILDING					

ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT

NEW YORK COUNTY
BLOCK 882, LOTS 44, 45, 46, 47 and 48

RECORD AND RETURN TO:
Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Mitchell A. Korbey, Esq.

THIS ZONING LOT DEVELOPMENT AND EASEMENT AGREEMENT (this "Agreement") is made this 2nd day of May, 2017, by and between **360-364 THIRD OWNER LLC**, a Delaware limited liability company, having an address at 1350 Avenue of the Americas, Suite 1200, New York, New York 10019 ("Owner"), and **366-368 THIRD OWNER LLC**, a Delaware limited liability company, having an address at c/o Continental Ventures, 641 Lexington Avenue, 24th Floor, New York, New York 10022 ("Developer").

W I T N E S S E T H:

WHEREAS, Owner is the fee owner of certain land, with the buildings and improvements thereon, located in the Borough of Manhattan, City, County and State of New York, known as 360 Third Avenue (designated as Lot 44 in Block 882 on the Tax Map of the City of New York, County of New York (the "Tax Map")), 362 Third Avenue (designated as Lot 45 in Block 882, on the Tax Map), and 364 Third Avenue (designated as Lot 46 in Block 882, on the Tax Map), and more particularly described on **Exhibit "A"** annexed hereto and made a part hereof (the "Owner Land"; the buildings located thereon are herein referred to as the "Owner Buildings"; an individual building located thereon is herein referred to as an "Owner Building" and the Owner Land and the Owner Buildings are herein collectively referred to as the "Owner Parcel");

WHEREAS, Developer is the owner of that certain land with the buildings and improvements thereon, located in the Borough of Manhattan, City, County and State of New York, known as 366 Third Avenue (designated as Lot 47 in Block 882, on the Tax Map) and 368 Third Avenue (designated as Lot 48 in Block 882, on the Tax Map), and more particularly described on **Exhibit "B"** annexed hereto and made a part hereof (the "Developer Land"; the buildings and improvements thereon are herein collectively referred to as the "Existing Developer Buildings");

WHEREAS, Developer intends to demolish the Existing Developer Buildings and construct a new building on the Developer Land (the new building, together with any additions thereto or future alterations thereto or replacements, repairs or rebuilding thereof not prohibited by the provisions of this Agreement, are herein collectively referred to as the "New Developer Building"; and the Developer Land and the Existing Developer Buildings or the New Developer Building, as the case may be, are herein collectively referred to as the "Developer Parcel");

WHEREAS, the Owner Buildings contain less floor area, as defined in the Zoning Resolution (as defined herein), than is now available for use on the Owner Parcel pursuant to the Zoning Resolution, so that the Subject Development Rights (as defined herein) are available for transfer to and utilization on the Developer Parcel;

WHEREAS, it is contemplated that the New Developer Building will contain more floor area than is now available for use on the Developer Parcel pursuant to the Zoning Resolution, and the parties hereto therefore desire to utilize the procedure available pursuant to the Zoning Resolution for the Combined Zoning Lot (as defined herein) so as to make available the Subject Development Rights for utilization in connection with the construction and

maintenance of the New Developer Building, and Owner is willing to make such Subject Development Rights available to Developer in perpetuity;

WHEREAS, the parties hereto are simultaneously herewith executing (i) a Declaration of Zoning Lot Restrictions (the "Declaration") in accordance with certain provisions set forth in a definition of the term "zoning lot" in Section 12-10 of the Zoning Resolution in order to create a single zoning lot of the Developer Parcel, and the Owner Parcel (such zoning lot, as the same may be enlarged in accordance with the Declaration and the terms of this Agreement, is herein referred to as the "Combined Zoning Lot"), and (ii) such other agreements, easements and licenses as are necessary to effectuate the intent of the parties in connection with this Agreement (the Declaration and such other agreements, easements and licenses are herein collectively referred to as the "Zoning Documents");

WHEREAS, all parties in interest (as defined in the Zoning Resolution) to the Combined Zoning Lot as shown on the parties in interest certification of MADISON TITLE AGENCY, LLC ("Certification"), annexed hereto as **Exhibit "C"**, have joined, or will join in the Declaration or have waived or have previously waived their right to do so and have either executed this Agreement, or subordinated or previously subordinated their interest in the Combined Zoning Lot thereto; and

WHEREAS, the parties hereto wish to set forth certain agreements with respect to their rights and obligations in and to the Combined Zoning Lot and other matters.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto hereby covenant and agree as follows:

1. Certain Definitions. As used herein:

(a) "Additional Development Rights" shall mean any additional Development Rights (including, without limitation, Bonus Rights) that may become available to the Developer Parcel, the Owner Parcel or the Combined Zoning Lot (either by expansion of the Combined Zoning Lot by adding Additional Parcels, by special permit or variance, or by any other procedure or transfer allowed under the provisions of the Zoning Resolution).

(b) "Additional Parcel(s)" shall have the meaning set forth in Section 11 hereof.

(c) "Agency(ies)" shall mean the New York City Planning Commission, the Department of City Planning of the City of New York, the City Council of the City of New York, the New York City Department of Buildings, the Board of Standards and Appeals of the City of New York, the New York City Landmarks Preservation Commission, the Manhattan Borough President, any community board, any other municipal agencies, court or department, or any department, court or agency of the State of New York or the United States of America or any successor entity to any of the foregoing.

(d) "Architect's Certification" shall mean that certain architect certification issued by Mario Yao, AIA, of SLCE Architects, LLP on March 10, 2017, annexed hereto as **Exhibit "D"**.

(e) "Bonus Rights" shall mean all bonus floor area and other development rights which may be available for inclusion in a building constructed on a zoning lot, whether through the provision of an amenity or public benefit, either on the Combined Zoning Lot or on real property that is not part of the Combined Zoning Lot (including without limitation, through the Inclusionary Housing Program as administered by the New York City Department of Housing Preservation and Development). Bonus Rights shall not include any Development Rights that, in the future, shall become available to the Combined Zoning Lot other than pursuant to an Upzoning (subject to Section 2(h)).

(f) "Datum Level" shall mean the North American Vertical Datum of 1988 or NAVD88.

(g) "Developer Development Rights" shall mean the aggregate of (i) the Development Rights appurtenant to the Developer Parcel (considered as if a separate zoning lot), (ii) the Subject Development Rights, and (iii) all Additional Development Rights acquired by Developer.

(h) "Development Rights" shall mean the rights, as determined in accordance with the Zoning Resolution, which are appurtenant to a Zoning Lot (as defined in the Zoning Resolution), to develop such Zoning Lot by erecting thereon a structure or structures with (i) a total Floor Area (as defined in the Zoning Resolution) determined by multiplying the area of the Zoning Lot by the maximum allowable Floor Area Ratio (as defined in the Zoning Resolution) for structures in such zoning district or districts in which such Zoning Lot is located and (ii) any bulk, density and other development rights permitted under the Zoning Resolution, including all Bonus Rights.

(i) "DOB" shall mean the New York City Department of Buildings or any successor to its jurisdiction.

(j) "Horizontal Plane" shall mean a horizontal plane of one hundred twenty nine and four tenths feet (129.40') in the Datum Level (i.e., ten feet (10') above one hundred nineteen and four tenths feet (119.40'), the highest elevation of the Owner Buildings).

(k) "Light and Air Easement" shall have the meaning set forth in Section 3(a) hereof.

(l) "Light and Air Easement Area" shall mean, with respect to the Owner Parcel, that certain air space over and above the Horizontal Plane, within thirty feet (30') of the northerly boundary line of the Owner Parcel and extending the entire east-west width of the Owner Parcel, as more particularly described in **Exhibit "E"** annexed hereto and made a part hereof.

(m) "Owner Development Rights" shall mean the aggregate of (i) the Utilized Floor Area Development Rights, (ii) Reserved Unused Development Rights and (iii) all Additional Development Rights acquired by Owner.

(n) "Rebuilding" shall mean any construction, addition, reconstruction, replacement, repair, alteration or rebuilding of one or more of the Owner Buildings or the New Developer Building, as the case may be, whether following a casualty or otherwise.

(o) "Reserved Unused Development Rights" shall mean all unused Development Rights appurtenant to the portion of the Owner Parcel located in the R8B zoning district.

(p) "Subject Development Rights" shall mean all of the Development Rights appurtenant to the Owner Parcel (including without limitation, any Bonus Rights) and available for transfer pursuant to the Zoning Resolution less the Utilized Floor Area Development Rights and the Reserved Unused Development Rights. Based solely on the Architect's Certification attached hereto as **Exhibit D**, the Subject Development Rights comprise forty-one thousand fifty-seven and seventy-one one hundredths (41,057.71) square feet of Development Rights for use on the Developer Parcel.

(q) "Utilized Floor Area Development Rights" shall mean thirty-four thousand, forty and sixty-seven one hundredths (34,040.67) square feet of Development Rights appurtenant to the Owner Parcel utilized by the Owner Buildings as of the date of the Architect's Certification.

(r) "Violation" shall mean any violation of the Zoning Resolution or any building code, fire code, or other law, ordinance or regulation issued by the DOB or any other agency having jurisdiction, that prevents or delays the issuance or maintenance of a temporary or permanent Certificate of Occupancy for any building located on the Combined Zoning Lot, prevents or delays the issuance or maintenance of a building permit or any other permits or approvals required by law to build on any parcel that is part of the Combined Zoning Lot, prevents or delays a zoning lot subdivision that would otherwise be permitted hereunder, or creates a new or increases the degree of an existing non-compliance or nonconformance by any building located on the Combined Zoning Lot with the Zoning Resolution.

(s) "Zoning Resolution" shall mean the Zoning Resolution of the City of New York, as in effect as of the date hereof and as amended or restated from time to time hereafter.

(t) Undefined terms used in this Agreement which are defined in the Zoning Resolution -- such as, without limitation, the terms "bulk," "community facility," "curb level", "dwelling unit", "height," "floor area," "floor area ratio," "lot area," "lot coverage," "party in interest," "rooms" and "zoning lot" -- shall be defined and construed as those terms are defined in and construed pursuant to Section 12-10 of the Zoning Resolution.

2. Development Limitations.

(a) Owner hereby transfers and conveys to Developer in perpetuity the Subject Development Rights for utilization on the Developer Parcel and/or on any Additional Parcels brought into the Combined Zoning Lot by Developer (other than the Owner Parcel).

(b) Owner covenants and agrees that no Rebuilding of the Owner Buildings shall be constructed or allowed to exist, whether following a casualty or otherwise, if such Rebuilding or any portion of such Rebuilding (i) creates or exacerbates a Violation by the New Developer Building of any requirement of the Zoning Resolution at the time of such Rebuilding, if such Violation would delay, hinder or otherwise prevent Developer from obtaining or maintaining a Certificate of Occupancy for the New Developer Building, or would delay, hinder or otherwise prevent Developer from constructing, re-constructing, maintaining, altering or occupying the New Developer Building, or (ii) utilizes any Developer Development Rights, as the same may be increased or decreased by a validly enacted amendment to the Zoning Resolution or variance thereof or pursuant to the terms hereof.

(c) Developer covenants and agrees that no Rebuilding of the Existing Developer Buildings or New Developer Building shall be constructed or allowed to exist, whether following a casualty or otherwise, if such Rebuilding or any portion of such Rebuilding (i) creates or exacerbates a Violation by one or more Owner Buildings of any requirement of the Zoning Resolution at the time of such Rebuilding when the effect of such Rebuilding is considered together with the Development Rights utilized by the Owner Buildings and the other buildings on the Combined Zoning Lot and/or the effect of any pending Rebuilding of the other buildings on the Combined Zoning Lot, if such Violation would affect Owner's right to obtain or maintain a Certificate of Occupancy for one or more Owner Building, or would adversely affect Owner's right to construct, maintain, alter or occupy one or more Owner Buildings, or (ii) utilizes any Owner Development Rights as the same may be increased or decreased by a validly enacted amendment to the Zoning Resolution or variance thereof or pursuant to the terms hereof.

(d) Notwithstanding anything to the contrary contained in Section 2(b), Owner covenants and agrees that, in the event any applicable law, rule, regulation or ordinance hereafter limits or restricts the Rebuilding of the Owner Buildings to a manner more restrictive than that provided in Section 2(b), any such Rebuilding shall be accomplished in compliance with such limitation or restriction, subject to Owner's right to obtain permits, variances, special permits or other ministerial or discretionary land use approvals. Notwithstanding anything to the contrary contained in Section 2(c), Developer covenants and agrees that, in the event any applicable law, rule, regulation or ordinance hereafter limits or restricts the Rebuilding of the New Developer Building to a manner more restrictive than that provided in Section 2(c), any such Rebuilding shall be accomplished in compliance with such limitation or restriction, subject to Developer's right to obtain permits, variances, special permits or other discretionary land use approvals.

(e) If, following a validly enacted amendment of the Zoning Resolution reducing the Development Rights appurtenant to the Combined Zoning Lot, the Owner

Buildings, or any Owner Building, (but not the New Developer Building) suffers a casualty to the extent that it cannot be rebuilt as it presently exists as of the date hereof pursuant to the provisions of Section 54-41 of the Zoning Resolution (or any subsequent amendment thereto), then such Rebuilding on the Owner Parcel shall be performed in accordance with such downzoning, subject to Owner's right to obtain permits, variances, special permits or other ministerial or discretionary land use approvals. Notwithstanding anything to the contrary, for purposes of calculating the amount of floor area appurtenant to the Owner Parcel, and permitted density and lot coverage on the Owner Parcel, whether following a downzoning or an Upzoning, the amount of floor area appurtenant to the Owner Parcel, and the permitted density and lot coverage on the Owner Parcel shall not be affected by any downzoning or Upzoning of any other lots within or portions of the Combined Zoning Lot (as it may be enlarged), and Owner shall at all times be entitled to all of the Owner Development Rights, and no other lots or portions of lots within the Combined Zoning Lot shall have any rights, interests or claims, or have a right to utilize any portion of the Owner Development Rights.

(f) If, following a validly enacted amendment of the Zoning Resolution reducing the Development Rights appurtenant to the Combined Zoning Lot, the New Developer Building (but not the Owner Buildings) suffers a casualty, to the extent that it cannot be rebuilt as it existed immediately prior to such casualty pursuant to the provisions of Section 54-41 of the Zoning Resolution (or any subsequent amendment thereto), then the total amount of Rebuilding on the Developer Parcel shall be limited by such downzoning to an amount which allows the Owner Parcel the full benefit, and no reduction, of the Owner Development Rights.

(g) If, following a validly enacted amendment of the Zoning Resolution reducing the Development Rights appurtenant to the Combined Zoning Lot, the Owner Buildings, or any Owner Building, and the New Developer Building (or existing Developer Buildings, as the case may be) simultaneously suffer a casualty, then (i) the total amount of Rebuilding of the Owner Buildings undertaken by Owner shall be limited by such downzoning to such amounts as would allow the Owner Land the utilization of the percentage of the Development Rights appurtenant to the Combined Zoning Lot as of the date of such casualty which percentage is equivalent to the ratio of the Owner Development Rights to the total Development Rights available with respect to the Combined Zoning Lot as of the date of said casualty, and (ii) the total amount of Rebuilding of the Developer Building undertaken by Developer shall be limited by such downzoning to such amounts as would allow the Developer Land the utilization of the percentage of the Development Rights appurtenant to the Combined Zoning Lot as of the date of such casualty which percentage is equivalent to the ratio of the Developer Development Rights to the total Development Rights available with respect to the Combined Zoning Lot as of the date of said casualty.

(h) Developer and Owner agree that following a validly enacted amendment of the Zoning Resolution increasing the Development Rights appurtenant to the Combined Zoning Lot (an "Upzoning"), (A) the Owner Parcel shall be entitled to the portion thereof attributable to the Owner Land as of the date of such Upzoning (considered as if the Owner Parcel were a separate zoning lot), and (B) the Developer

Parcel shall be entitled to the portion thereof attributable to the Developer Land as of the date of such Upzoning (considered as if the Developer Parcel were a separate zoning lot).

(i) Owner acknowledges and agrees that the Developer Parcel shall at all times have the exclusive right to and benefit of any Additional Development Rights acquired by Developer, and Owner shall have no rights therein. Developer acknowledges and agrees that the Owner Parcel shall at all times have the exclusive right to and benefit of any Additional Development Rights acquired by Owner, and Developer shall have no rights therein.

(j) Owner covenants and agrees not to enter into any agreement effecting, or purporting to effect, any further merger of the Combined Zoning Lot, with any parcel of land not, as of the date of this Agreement, contained in the Combined Zoning Lot, without the written approval of Developer (such approval not to be unreasonably withheld, delayed or conditioned); except, however, following the issuance of a temporary Certificate of Occupancy for the New Developer Building, but only if such agreement would not (i) create or increase the degree of a non-compliance by any building on the Combined Zoning Lot with any requirement of the Zoning Resolution, (ii) adversely affect the maintenance of a Certificate of Occupancy for the New Developer Building, or (iii) constitute a Violation.

(k) Developer covenants and agrees not to enter into any agreement effecting, or purporting to effect, any further merger of the Combined Zoning Lot with any parcel of land not, as of the date of this Agreement, contained in the Combined Zoning Lot, if such agreement would, in and of itself, (i) create or increase the degree of a non-compliance by any building on the Combined Zoning Lot with any requirement of the Zoning Resolution, (ii) adversely affect the maintenance of a Certificate of Occupancy for one or more Owner Buildings, (iii) constitute a Violation, or (iv) would adversely affect Owner's right to occupy for residential use, maintain and Rebuild one or more Owner Buildings to the current lot lines of the Owner Land.

(l) Owner covenants and agrees to cooperate with Developer in all reasonable respects, but at the sole cost and expense of Developer, in connection with any applications, approvals, permits or variances related to the construction of, any Rebuilding of, or any alteration or improvement to, the New Developer Building or the Existing Developer Buildings, including, without limitation, the execution and delivery of any such applications, documents or consents in connection with the foregoing documents, provided the same complies with this Agreement, do not materially, adversely affect Owner's right to utilize the Owner Development Rights or the Owner Parcel to the extent permitted under this Agreement and the Zoning Documents, and do not materially and adversely affect Owner's residential use and occupancy of the Owner Parcel.

(m) Developer covenants and agrees to cooperate with Owner in all reasonable respects, but at the sole cost and expense of Owner, in connection with any applications, approvals, permits, variances, special permits or other discretionary land use approvals related to the construction of, any Rebuilding of, or any alteration or improvement to, one

or more Owner Buildings, including, without limitation, the execution and delivery of any such applications, documents or consents in connection with the foregoing documents, provided the same complies with this Agreement, do not adversely affect Developer's right to utilize the Developer Development Rights or the Developer Parcel to the extent permitted under this Agreement and the Zoning Documents.

(n) From the date hereof, and continuing until the issuance of a temporary certificate of occupancy either for (x) the entire New Developer Building or (y) all of the residential units then proposed to be located in the New Developer Building, to the fullest extent permitted by law, Developer agrees to defend, indemnify and hold harmless Owner, as well as any other parties which Owner is required to defend, indemnify and hold harmless, and their agents, servants and employees ("Indemnified Parties"), from and against any claim, cost, expense, or liability (including attorneys' fees, and including costs and attorneys' fees incurred in enforcing this indemnity), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the construction of the New Developer Building on, under, above or immediately adjacent to Owner Parcel by Developer, its partners, joint venturers, principals, managers, directors, employees, agents, contractors, subcontractors and suppliers, or each of their respective agents, or employees, except to the extent any of the foregoing was directly caused by an Indemnified Parties' negligence or willful misconduct. Developer's obligation hereunder shall not be limited by the provisions of any Workers Compensation or similar act.

(o) From the date hereof, and continuing until the issuance of a temporary certificate of occupancy either for (x) the entire New Developer Building or (y) all of the residential units then proposed to be located in the New Developer Building, Developer shall maintain commercially reasonable insurance policies and shall arrange for Owner, Owner's managing agent (if any), Owner's mortgagee, and any party reasonably requested to be named as additional insureds on all applicable policies of insurance (except for any worker's compensation or professional liability policies) related to the construction on, above or immediately adjacent to Owner's Parcel and shall provide upon request evidence to Owner that such insurance is current. While the aforementioned construction is in progress, Developer shall keep in full force and effect or shall cause its contractors to keep in full force and effect commercially reasonable insurance policies. Any monetary limits imposed under these insurance policies shall in no way limit Developer's duties and obligations contained in Section 2(n) above.

3. Light and Air Easement.

(a) Owner hereby grants, transfers and conveys to Developer a perpetual easement for light and air within the Light and Air Easement Area (the "Light and Air Easement"). Owner covenants and agrees that no building, structure, improvement, fixture or equipment will be constructed or allowed to exist within the Light and Air Easement Area. In furtherance of the foregoing, Owner covenants and agrees within ten (10) business days of a request therefor by Developer that it shall execute, acknowledge and deliver any agreement, instrument or other document (including, without limitation,

the Form of Light and Air Easement in the form annexed hereto **Exhibit "F"**) as may be required by DOB to confirm the Light and Air Easement.

4. Utilization of Subject Development Rights; Cooperation.

(A) Owner agrees with Developer that, subject to the terms of this Agreement, Developer may incorporate into the New Developer Building all of the Subject Development Rights, and otherwise utilize the Subject Development Rights at any time hereafter to develop the Developer Parcel. Except to the extent otherwise provided herein, Owner shall retain all rights in and to the Owner Development Rights. Owner covenants and agrees to take all appropriate steps reasonably requested by Developer to implement the foregoing (provided the same do not conflict with the terms of this Agreement, any legal requirements or the Zoning Documents, and Developer shall promptly reimburse Owner for any reasonable out-of-pocket expenses incurred by Owner in connection therewith, and, in furtherance thereof, Owner covenants and agrees that:

(a) Owner shall cooperate with Developer in connection with the transfer of the Subject Development Rights to Developer and the incorporation of the same into the New Developer Building and any Rebuilding of the New Developer Building, including, without limitation, the prosecution of all applications, approvals, permits or variances requested by Developer relating to the development of the Developer Parcel and/or the incorporation in the New Developer Building (and/or any Rebuilding thereof) of the Subject Development Rights, subject to the provisions of this Agreement. Developer shall have the right at any time to make application in its own name, unless otherwise required, to any governmental authority (including, without limitation, any Agency) for such licenses, permits, approvals or certificates of occupancy as shall be deemed necessary or appropriate by Developer as a condition to, or to implement the transfer of, or the utilization by Developer of, the Subject Development Rights, including a building permit or permits for the construction of the New Developer Building allowing utilization of the Subject Development Rights in accordance with this Agreement, including, without limitation, the submission of the Developer Parcel to condominium ownership (all of the foregoing, collectively, the "Developer Approvals"). Owner agrees, at Developer's sole cost and expense, to cooperate with Developer in connection with the filing and prosecution of applications for the Developer Approvals by giving all necessary consents in connection with the filing and prosecution of applications for the Developer Approvals, if requested, and promptly (and in any event within twenty (20) business days of receipt) to execute such appropriate documents and applications and to furnish such information within the possession or control of, or which can reasonably be obtained by, Owner (and cannot be obtained by Developer) as may be reasonably requested by Developer, for pursuing and obtaining any such Developer Approvals; and

(b) Owner agrees, if required by the DOB, to cause the Certificates of Occupancy for the Owner Buildings, or the Certificate of Occupancy for an Owner Building, or other records of the DOB to be amended so as to indicate the existence of the Combined Zoning Lot (but not for any other purpose). The application therefor shall be prepared by Developer at Developer's sole cost and expense and shall be forwarded to Owner for Owner's execution (if execution by Owner is required by any Agency),

provided that it shall not result in a Violation and is otherwise in compliance with this Agreement. Developer shall pay any permit or application fee imposed on such application, and any costs and expenses incurred by Owner in reviewing the same, including, without limitation, reasonable fees and expenses of architects, engineers, attorneys, and other consultants and professionals. Owner shall, at Developer's sole cost and expense, execute and deliver to Developer upon Developer's request, an application, in proper form for filing, for an alteration permit including a Plan Work Approval Application required by the DOB (Form PW 1 and Form PW 1A - Schedule A) prerequisite to the filing of an application for an amended Certificate of Occupancy for the building located on the Owner Parcel and an application for an amended Certificate of Occupancy for the building located on the Owner Parcel showing that the Owner Parcel is a part of a zoning lot, including the Developer Parcel, in proper form for filing, and all related documents necessary or reasonably requested by Developer to obtain said amended Certificate of Occupancy and Developer, at its sole cost and expense, shall diligently prosecute and closeout said application thereafter. Owner hereby authorizes Developer as its agent to use such efforts as it deems reasonably necessary or desirable to obtain such amended Certificate of Occupancy.

(c) Owner agrees not to appear in opposition to Developer in any action or hearing brought, sought or defended by Developer before any Agencies arising out of or in connection with any as of right zoning applications relating to the New Developer Building or the Combined Zoning Lot and/or the incorporation of the Developer Development Rights or any other application for or proceeding with respect to a Developer Approval that, in the reasonable judgment of Developer, affects or may affect the ability of Developer to construct the New Developer Building or effect any Rebuilding thereof and/or to incorporate the Developer Development Rights into the New Developer Building or other improvements on the Combined Zoning Lot provided that Developer and the action being pursued by Developer is in full compliance with this Agreement, further provided that Owner may oppose any action which is inconsistent with this Agreement or the Zoning Documents and/or adversely impacts Owner and/or the Owner Parcel by exercising its remedies hereunder, and further provided that without limiting the foregoing, Owner may oppose any variance or other application whatsoever that does not propose as of right development of the New Developer Building and/or proposes to impose on the Owner Parcel any restrictions and/or limitations.

(B) Developer agrees with Owner that, subject to the terms of this Agreement, Owner may Rebuild or maintain, subject to Sections 2 and 3 hereof, in the Owner Buildings all of the Owner Development Rights. Developer covenants and agrees to take all appropriate steps reasonably requested by Owner to implement the foregoing (provided the same do not conflict with the terms of this Agreement, any legal requirements or the Zoning Documents, and Owner shall promptly reimburse to Developer any reasonable out-of-pocket expenses incurred by Developer in connection therewith), and, in furtherance thereof, Developer covenants and agrees that:

(a) Developer shall cooperate, at Owner's sole cost and expense, with Owner in connection with the use and maintenance of the Owner Development Rights into the Owner Buildings, subject to the provisions of this Agreement. Owner shall have the right

at any time to make an application in its own name, unless otherwise required, to any Agencies for such licenses, permits, approvals, certificates of occupancy or other certificates, rulings, variances, special permits or amendments, as shall be necessary or required by Owner in connection with any Rebuilding, reconfiguration or other changes to one or more Owner Buildings in accordance with this Agreement, including, without limitation, any change of use or operation (in accordance with the provisions of this Agreement) of one or more of the Owner Buildings (all of the foregoing, collectively, the "Owner Approvals"). Developer agrees, at Owner's sole cost and expense, to cooperate with Owner in connection with the filing and prosecution of applications for the Owner Approvals by giving all necessary consents in connection with the filing and prosecution of applications for the Owner Approvals, if requested, and promptly (and in any event within ten (10) business days of receipt) to execute such appropriate documents and applications (including, without limitation, a Plan Work Approval Application (Form PW1) and Form PW1A - Schedule A, all as promulgated by the DOB from time to time) and to furnish such information within the possession or control of, or which can reasonably be obtained by, Developer as may be reasonably requested by Owner for pursuing and obtaining any such Owner Approvals, and Owner shall reimburse to Developer any reasonable out-of-pocket expenses incurred by Developer in connection therewith; and

(b) Developer agrees, if required by the DOB, to cause the Certificate of Occupancy for the New Developer Building or other records of the DOB to indicate the existence of the Combined Zoning Lot.

5. Representations.

(a) Owner represents and warrants to, and covenants with, Developer that Owner is the fee owner of the Owner Parcel and has the legal authority to enter into this Agreement, provided, however, that notwithstanding anything to the contrary, including the Architect's Certification, Owner makes no representation and/or warranty in respect of the amount of square footage of Development Rights available for transfer from the Owner Parcel to the Developer Parcel pursuant to the Zoning Resolution and/or the use of such Development Rights in connection with the Developer Parcel (it being agreed that Developer shall be deemed to have relied on its own investigations, studies and other due diligence).

(b) Developer is the fee owner of the Developer Parcel and has the legal authority to enter into the transaction contemplated herein.

6. Floor Area Notice. Notice is hereby given that this Agreement restricts the Owner Parcel, and benefits the Developer Parcel, by (i) reducing (subject to the terms of this Agreement) the Development Rights which are appurtenant to the Owner Parcel by the Subject Development Rights, and (ii) allowing the Developer Parcel the exclusive right to and benefit of the Subject Development Rights.

7. Separate Building Plans. The parties hereto agree that all construction plans and specifications for, and applications for a Certificate of Occupancy or any building, alteration,

demolition or other permits for any building on the Owner Parcel shall be separate and independent from those for any building on the Developer Parcel and vice versa and shall be filed with DOB so as to obtain separate "new building" and "alteration" numbers, as appropriate, so long as permitted by applicable law.

8. Separate Tax Lots.

(a) The parties acknowledge that the separate interests of each of them require that the Owner Parcel and the Developer Parcel and any other parcels now or hereafter merged into the Combined Zoning Lot be treated for real property tax purposes as separate and independent tax lots. Owner and Developer shall take such actions, with respect to the Owner Parcel and the Developer Parcel, respectively, as may be reasonably required to maintain the Parcels which comprise the Combined Zoning Lot as separate and independent tax lots. Neither Owner nor Developer shall object to, or otherwise oppose, the Owner Parcel and the Developer Parcel being treated as separate tax lots, and neither party shall be precluded from contesting tax assessments on its own parcel. Developer and Owner each agrees to cooperate with the other in connection with any application, filings or proceedings relating to the assessed valuation of the Owner Parcel and/or the Developer Parcel which may be filed or instituted by the owner of such Parcel in furtherance of the foregoing provisions of this Section 8.

(b) Each of the parties shall have the right, without the consent of the other party, to subdivide the tax lot of such subdividing party, provided that such tax lot subdivision shall be subject to this Agreement and shall not adversely diminish the non-subdividing party's right to utilize the non-subdividing party's Development Rights or use or occupancy of the non-subdividing party's parcel, subject to the terms of this Agreement. The non-subdividing party shall, at the subdividing party's sole cost and expense, cooperate with the subdividing party in connection with any such subdivision, and, if requested, shall execute such documents, consents or applications as may be reasonably requested by the subdividing party in connection therewith.

9. Violation Cure Rights.

(a) In the event that at any time hereafter there exists any Violation on any parcel on the Combined Zoning Lot (the "Violating Parcel") which adversely affects the rights of the owners (the "Affected Owner(s)") of any other Parcel on the Combined Zoning Lot (the "Affected Parcel"), the owner of the Violating Parcel (the "Violating Owner") shall commence a cure within fifteen (15) days after receiving notice of the same from the Affected Owner, and shall proceed diligently and continuously to cure, remove and discharge of record the same as rapidly as possible (or, if the cure, removal and discharge cannot with due diligence be completed in such fifteen (15) day period, Violating Owner shall commence the cure, removal and discharge within such fifteen (15) day period and diligently prosecute to completion, the cure, removal and discharge of any Violation). In the event that Violating Owner does not commence such cure and proceed diligently and continuously with such cure as required by the immediately preceding sentence, the Affected Owner shall have the right to cure such Violation at the expense and for the account of Violating Owner (and if necessary, in the

name of Violating Owner), and Violating Owner will execute and deliver such documents as may be required in connection therewith, it being agreed that the Affected Owner shall have a license to have access to the Violating Parcel for the purpose of effecting such cure; provided, however, the Affected Owner covenants and agrees that such access and cure (i) shall only occur after notice to Violating Owner, (ii) except in the event of an emergency as reasonably determined by Affected Owner, shall only occur at reasonable times, and (iii) shall not unreasonably interfere with Violating Owner's use and occupancy of the building located on the Violating Parcel; and provided, further, that during the period of such access and cure, Affected Owner shall procure and maintain liability insurance, naming Violating Owner (and any mortgagee of the Violating Parcel of which Affected Owner has notice) as an additional insured and any other party reasonably requested by Violating Owner, in the form and in the amounts customarily carried in connection with work of the type necessary to cure the Violation. In addition, the Affected Owner may, at its option, maintain any action permitted at law or in equity or by statute against Violating Owner with respect to such Violation, including an action for injunctive relief to compel Violating Owner to cure such Violation and/or a suit for damages arising from the failure by Violating Owner to cure such Violation.

(b) If Affected Owner is compelled or elects to expend any sum of money or do any acts which require the payment of money by reason of complying with, remedying or curing a Violation on the Violating Parcel, as provided in this Section 9, Violation Owner shall, upon demand, promptly reimburse Affected Owner all such sums together with interest thereon at the lesser of (i) 6% per annum or (ii) maximum rate permitted by law, compounded annually, from the date of such expenditure.

(c) Notwithstanding the provisions of this Section 9, each Violating Owner shall have the right to contest any Violation on its Violating Parcel by appropriate legal proceedings provided that (i) such proceedings are prosecuted diligently and in good faith and (ii) any postponement or deferment of the cure of such Violation by reason of such contest shall not prevent or materially delay or hinder the issuance of any building permit, work permit, certification of occupancy or other governmental approval with respect to the Affected Parcel.

10. Zoning Lot Subdivision. Developer shall have the right, without the consent of Owner, to subdivide the Developer Parcel or the Combined Zoning Lot to the extent permitted by the Zoning Resolution and other applicable law, provided that such subdivision shall be subject to this Agreement and shall not adversely diminish Owner's right to utilize the Owner Development Rights or residential use of occupancy of the Owner Parcel, as limited by this Agreement and the Zoning Documents. Following the issuance of a temporary Certificate of Occupancy for the New Developer Building, Owner shall have the right, without the consent of Developer, to subdivide the Owner Parcel or the Combined Zoning Lot to the extent permitted by the Zoning Resolution and other applicable law, provided that such subdivision shall be subject to this Agreement and shall not adversely diminish Developer's right to utilize the Developer Development Rights or use of occupancy of the Developer Parcel, as limited by this Agreement and the Zoning Documents. In connection with any such subdivision, the requesting party shall furnish to the other party, for such other party's reasonable review, with a copy of the application and certification for a licensed architect that any such subdivision shall be in

accordance with this Agreement, any legal requirements, and does not adversely impact such other party's rights hereunder or the use and occupancy of its property. The requesting party shall reimburse the other party for any and all reasonable costs and expenses incurred by the other party in connection with such review and approval, including, without limitation, architectural, engineering and legal costs. The non-requesting party shall cooperate with the requesting party in connection with any such subdivision, and, if requested, shall execute such documents, consents or applications as may be reasonably requested by the requesting party in connection therewith. **ALL PRESENT AND FUTURE "PARTIES IN INTEREST" TO THE COMBINED ZONING LOT, ARE HEREBY DEEMED TO HAVE (I) CONSENTED TO, AND WAIVED OBJECTION TO SUBDIVIDING THE COMBINED ZONING LOT INTO TWO OR MORE SEPARATE ZONING LOTS, (II) CONSENTED TO OR WAIVED THEIR RESPECTIVE RIGHT TO DECLARE THAT THE COMBINED ZONING LOT IS TO BE TREATED AS TWO OR MORE SEPARATE ZONING LOTS FOR THE PURPOSE AND IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING RESOLUTION, AND (III) CONSENTED TO OR WAIVED THEIR RIGHT TO EXECUTE, NOW OR IN THE FUTURE, AND SUBORDINATED THEIR RIGHT TO, ANY DECLARATION OF ZONING LOT SUBDIVISION OR ANY OTHER FORM OR INSTRUMENT EFFECTUATING SUCH SUBDIVISION, PROVIDED THAT ANY SUCH SUBDIVISION SHALL BE IN ACCORDANCE WITH THIS AGREEMENT, ANY LEGAL REQUIREMENTS, DOES NOT RESULT IN A VIOLATION ON EITHER PARCEL, AND DOES NOT ADVERSELY IMPACT THE NON-SUBDIVIDING PARTY'S RIGHTS HEREUNDER OR THE USE AND OCCUPANCY OF THE NON-SUBDIVIDING PARTY'S PARCEL.**

11. Additional Parcels; Additional Development Rights. Developer may, with the consent of Owner, which consent shall not be unreasonably withheld, enlarge the Combined Zoning Lot to include one or more additional parcels that Developer elects to include in the Combined Zoning Lot. After the issuance of a permanent certificate of occupancy for the New Developer Building, Owner may, with the consent of Developer, which consent shall not be unreasonably withheld, enlarge the Combined Zoning Lot to include one or more additional parcel that Owner elects to include in the Combined Zoning Lot, provided that same are in accordance in all legal requirements, the Zoning Resolution and this Agreement. **WITH REGARD TO SUCH ENLARGEMENT OF THE COMBINED ZONING LOT, ALL PRESENT AND FUTURE "PARTIES IN INTEREST" TO THE COMBINED ZONING LOT, ARE HEREBY DEEMED TO HAVE (I) CONSENTED TO, AND WAIVED OBJECTION TO ENLARGING THE COMBINED ZONING LOT COVERED BY THE DECLARATION TO INCLUDE ONE OR MORE ADDITIONAL PARCELS (EACH AN "ADDITIONAL PARCEL", AND COLLECTIVELY, "ADDITIONAL PARCELS") TO BE BROUGHT INTO THE COMBINED ZONING LOT, (II) CONSENTED TO OR WAIVED THEIR RESPECTIVE RIGHT TO DECLARE THAT THE COMBINED ZONING LOT AND ANY ADDITIONAL PARCELS ARE TO BE TREATED AS ONE ZONING LOT FOR THE PURPOSE AND IN ACCORDANCE WITH THE PROVISIONS OF THE ZONING RESOLUTION, (III) CONSENTED TO OR WAIVED THEIR RIGHT TO EXECUTE, NOW OR IN THE FUTURE, AND SUBORDINATED THEIR RIGHT TO, THE DECLARATION AND ANY AND ALL DECLARATIONS OF ZONING LOT RESTRICTIONS AND ANY AND ALL MODIFICATIONS, AMENDMENTS, ADDITIONS, REPLACEMENTS, RESTATEMENTS OR**

CONSOLIDATIONS (EACH INDIVIDUALLY, AN "AMENDMENT", AND COLLECTIVELY, "AMENDMENTS") THEREOF THAT RELATE TO THE COMBINED ZONING LOT AND ANY ADDITIONAL PARCELS, (IV) CONSENTED TO AND SUBORDINATED THEIR RIGHTS TO THIS AGREEMENT, AND ANY AND ALL AMENDMENTS THEREOF THAT RELATE TO THE COMBINED ZONING LOT AND ANY ADDITIONAL PARCELS, (V) CONSENTED TO AND WAIVED OBJECTION TO THE TRANSFER OF ANY ADDITIONAL DEVELOPMENT RIGHTS TO (AS APPLICABLE) THE DEVELOPER PARCEL, THE OWNER PARCEL AND/OR THE COMBINED ZONING LOT, AND (VI) CONSENTED, TO, WAIVED OBJECTION TO, WAIVED THEIR RIGHT TO EXECUTE, IF ANY, AND SUBORDINATED THEIR RESPECTIVE INTEREST TO, ANY TRANSFER OF DEVELOPMENT RIGHTS AND NOTICE OF RESTRICTIONS OR SIMILAR DOCUMENTS REQUIRED BY THE ZONING RESOLUTION, INCLUDING, WITHOUT LIMITATION, SECTIONS 34-223, 35-35, AND 23-90 ET SEQ. IN CONNECTION WITH THE TRANSFER OF ANY ADDITIONAL DEVELOPMENT RIGHTS; SUCH CONSENT, SUBORDINATION AND WAIVER SHALL BE EFFECTIVE WHETHER OR NOT SUCH PARTIES SIGN SUCH CONSENT, SUBORDINATION AND WAIVER OR THE DOCUMENTS TO WHICH SUCH CONSENT, SUBORDINATION AND WAIVER APPLY. Notwithstanding the foregoing, if requested by the requesting party, the non-requesting party shall, at the requesting party's sole cost and expense, within ten (10) business days after such request, review execute, acknowledge and deliver one or more Amendments to the Declaration and/or this Agreement, or execute a waiver of Declaration and subordination to this Agreement or Transfer of Development Rights and Notice of Restrictions or similar document, and shall execute, acknowledge and deliver, or cause the execution, acknowledgement and delivery of, such other instruments as may reasonably be required, for the purposes of such enlargement of the Combined Zoning Lot or the transfer of any Additional Development Rights, provided that same are in accordance with this Agreement and Zoning Documents, do not adversely affect the non-requesting party's use or occupancy of its premises, and is without liability to the non-requesting party. In the event that the non-requesting party shall not have executed and delivered, or caused to have executed and delivered, within twenty (20) days after demand therefor, any of the consents, documents or applications herein referred to, then the requesting party shall have the right to execute any such consents, documents or instruments for, on behalf of, and as agent and attorney-in-fact for the non-requesting party. In furtherance of the foregoing, Developer and Owner hereby irrevocably appoints the other party as its agent and true and lawful attorney-in-fact, coupled with an interest, solely for the purpose of allowing the requesting party (and for no other purpose) to execute on its behalf any and all such consents, documents or applications. Developer shall have the sole discretion as to the allocation and restriction of the use of the Development Rights of such Additional Parcel, provided that same does not affect in any way the allocation of any rights or interests in the Owner Parcel, including, without limitation, Owner Development Rights, and density and lot coverage of the Owner Parcel. In any future agreement effectuating a merger of any one or more of Additional Parcels into the Combined Zoning Lot, Developer or Owner (as applicable) shall use commercially reasonable efforts to insert provisions similar to Section 2 herein, and name the other party as a third party beneficiary with the right to enforce such provisions against an owner(s) of any such Additional Parcels.

12. Third Party Beneficiaries. No covenant or agreement contained herein shall inure to the benefit of any party, including, without limitation, any occupant of either the Developer Parcel or the Owner Parcel, other than to Owner and Developer, their respective heirs, distributees, successors and assigns, and any mortgagee of either the Developer Parcel or the Owner Parcel which may become a "mortgagee-in-possession," a purchaser who acquires title to the Developer Parcel or the Owner Parcel through a foreclosure proceeding or a "deed in lieu of foreclosure" or their respective heirs, distributees, successors and assigns, except as otherwise specifically provided herein. The parties hereto further acknowledge and agree that nothing herein contained grants to any party the right or easement of access upon or over the land of any other party, or the right to perform any construction upon the land of any other party, except as specifically provided herein or in any separate agreement that may be entered into by or among any of the parties hereto.

13. Binding Effect. All of the grants, interests, easements, covenants, agreements and conditions contained in this Agreement:

(a) shall run with the lands and buildings affected and the parties' respective interests therein;

(b) shall inure to the benefit of and be binding upon every party having any right, title or interest therein or any part thereof and the heirs, distributees, successors and assigns of any such party, and any mortgagee of such party which may become a "mortgagee-in-possession", a purchaser who acquires title to the Developer Parcel or the Owner Parcel through a foreclosure proceeding or a "deed in lieu of foreclosure" or their respective heirs, distributees, successors and assigns;

(c) shall, to the extent rights hereunder are assigned to the holder of any mortgage encumbering any of the properties affected by this Agreement or any interest therein, be enforceable by any such assignee as provided under any such mortgage or documents ancillary thereto; and

(d) shall bind any third party who shall acquire any interest whatsoever in the Owner Parcel or the Developer Parcel, whether from a party hereto or its heirs, legal representatives, successors or assigns, and such third party's interest shall be subordinate to the provisions of this Agreement as if such third party had been a signatory to this Agreement.

14. Effect of Breach. No breach of this Agreement or any of the Zoning Documents shall have any effect on the treatment of the Combined Zoning Lot as one zoning lot for purposes of the Zoning Resolution, and the Combined Zoning Lot shall be treated as one zoning lot.

15. Breach Shall Not Defeat Mortgage. A breach of any of the terms, conditions, covenants, or restrictions of this Agreement or any of the Zoning Documents shall not defeat or render invalid the lien of any mortgage made for value which encumbers either the Developer Parcel or the Owner Parcel, but such terms, conditions, covenants or restrictions shall be binding upon and effective against any person who becomes an owner of either the Developer Parcel or

the Owner Parcel by acquiring title thereto or any portion thereof by foreclosure, trustee's sale or otherwise.

16. Further Assurances and Instruments. Owner and Developer agree to execute and deliver, or cause to be executed and delivered such confirmatory and supplementary instruments, assignments, assurances, certificates and documents, and take such further action consistent with this transaction as may reasonably be required to effectuate the purposes of this Agreement.

17. Remedies. In the event of any breach or threatened breach of this Agreement by any party hereto, the other party shall have the right to any remedy available at law or in equity, including but not limited to injunctive relief and specific performance.

18. Limitation of Liability. Notwithstanding anything to the contrary contained herein, each party hereto shall look only to the other party's then estate in the Owner Parcel or the Developer Parcel, as the case may be, including insurance proceeds if applicable, for the satisfaction of their respective remedies, and no other property or assets of the other party or its principals, officers, directors, trustees, members and partners disclosed or undisclosed, shall be subject to levy, execution or other enforcement procedure for the satisfaction of the first party's remedies hereunder.

19. Notices. Except as may be otherwise expressly provided in this Agreement, any bills, statements, notices, demands, requests, approvals, consents or other communications given or required to be given under or in connection with this Agreement ("Notices") shall be effective only if (a) in writing, (b) (i) sent by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) delivered by hand, or (iii) sent by nationally recognized overnight courier services, and (c) addressed as follows:

To Owner:
360-364 THIRD OWNER LLC
c/o Continental Ventures
641 Lexington Avenue, 24th Floor
New York, New York 10022
Attention: Jane Gol

with a copy to:
Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Mitchell A. Korbey, Esq.
Attention: Belinda G. Schwartz, Esq.

To Developer:
366-368 THIRD OWNER LLC
c/o Continental Ventures
641 Lexington Avenue, 24th Floor
New York, New York 10022
Attention: Jane Gol

with a copy to: Herrick, Feinstein LLP
2 Park Avenue
New York, NY 10016
Attention: Mitchell A. Korbey, Esq.
Attention: Belinda G. Schwartz, Esq.

Each Notice shall be deemed to have been rendered or given (i) on the date delivered, if delivered by hand, (ii) on the next business day, if sent by nationally recognized overnight courier, or (iii) on the date which is three (3) business days after mailing, if mailed as provided in this Section 19. Either party may at any time change the address for Notices to such party by giving a Notice as aforesaid. A Notice may be given by either party or such party's attorney.

20. No Oral Agreements; Integration. Except as stated in this Agreement and the exhibits and schedules annexed hereto, this Agreement contains all the promises, agreements, conditions, inducements and understandings between the parties relative to the matters stated herein and therein, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, expressed or implied, between the parties other than as set forth herein and therein. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection herewith, other than with respect to any agreement between the parties hereto either (i) executed and delivered simultaneously with this Agreement, and/or (ii) which, implicitly or explicitly, by its terms survives the execution of this Agreement and/or the closing thereof. This Agreement may not be modified, amended or terminated except by an instrument in writing signed by the parties hereto, except that any party in interest to any other parcels merged with the Combined Zoning Lot in accordance with the Declaration or an Amendment, thereto, shall be deemed to be bound by the provisions of this Agreement upon the execution of a document to that effect between Developer and such party only; provided, however, in the event the Owner Parcel or the Developer Parcel or any other parcel merged with the Combined Zoning Lot is encumbered by a mortgage, and the mortgagee thereunder reasonably requests a modification or amendment to this Agreement which does not materially increase the obligations or decrease the rights of the parties hereunder, the parties agree to amend or modify this Agreement accordingly.

21. Estoppel Certificates. Whenever requested by a party, the other party shall within twenty (20) business days thereafter furnish to the requesting party a written certificate setting forth: (i) whether this Agreement is in full force and effect; (ii) the extent to which this Agreement has been assigned, modified or amended by any instrument, whether or not of record (and if it has, then stating the nature thereof); (iii) whether the other party has served any written notice of default under this Agreement, which default remains uncured; (iv) that the certificate may be relied upon by the requesting party, a bona fide purchaser for value or the requesting party's mortgagee; and (v) that, to the best of its knowledge, there exists no state of facts which, with the giving of notice, the passage of time, or both, would constitute a default by the requesting party under this Agreement. Such certificate shall act as a waiver of any claim by the party furnishing such certificate to the extent such claim is based upon facts which are contrary to those asserted in the certificate but only to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts contrary to those contained in the certificate and who has acted in reasonable reliance upon the certificate. Such certificate

shall in no event subject the party furnishing it to any liability whatsoever (except for fraud), notwithstanding the negligent or inadvertent failure of such party to disclose correct or relevant information.

22. Recording. This Agreement shall be recorded in the Office of the City Register for New York County.

23. Governing Law; Jurisdiction.

(a) This Agreement shall be governed by, and construed in all respects in accordance with, the internal laws of the State of New York (without giving effect to New York's principles of conflicts of law).

(b) Each party hereby irrevocably submits to the exclusive jurisdiction of any New York State or Federal court sitting in the Borough of Manhattan, City of New York over any suit, action or proceeding commenced by or on behalf of any party hereto arising out of, or relating to, this Agreement. To the extent permitted by applicable law, Owner and Developer hereby waive trial by jury in any action or proceeding, and with respect to any claim asserted in any such action or proceeding, brought by either of the parties against the other on any matter whatsoever arising out of or in any way connected with this Agreement, the relationship of Owner and Developer, any claim of injury or damage, or any emergency or other statutory remedy with respect thereto.

24. Non-Waiver of Performance. Any failure by a party hereto (collectively and/or individually referred to herein as the "non-waiving party") to insist upon the strict performance by the other party hereto of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the non-waiving party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by the other party.

25. Pronouns, etc. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. 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 a contrary intent is expressly set forth.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall be construed as and shall constitute but one and the same instrument.

27. Severability. If any term of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law, with the parties hereto covenanting nonetheless to negotiate in good faith, in order to agree upon the terms of a mutually satisfactory provision to be substituted for the term or provision which is void or unenforceable.

28. Captions; Headings. The captions, paragraph headings, titles and sections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

29. Exhibits and Schedules. Each of the exhibits and schedules referred to herein and attached hereto is incorporated herein by this reference.

30. Reimbursement. For purposes of clarification, (i) where Developer is required to reimburse Owner for Owner's costs and expenses in complying with its obligations hereunder, such reimbursement shall include, without limitation, legal, architectural, engineering, and other consultant fees and expenses, and (ii) where Owner is required to reimburse Developer for Developer's costs and expenses in complying with its obligations hereunder, such reimbursement shall include, without limitation, legal, architectural, engineering, and other consultant fees and expenses.

31. Prevailing Party. If one party commences litigation against the other party for any reason under or with regards to this Agreement, for specific performance hereunder or damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then, the party that prevails in such litigation shall be entitled to recover from the other party all reasonable costs, including, but not limited to reasonable attorneys' fees, as may have been incurred in connection with any such litigation.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

OWNER:

360-364 THIRD OWNER LLC, a Delaware limited liability company

By: _____
Name: Gil Boosidan
Title: Authorized signatory

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

On the 2 day of May in the year 2017 before me, the undersigned, personally appeared Gil Boosidan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ELIE JOEL MANSDORF
NOTARY PUBLIC-STATE OF NEW YORK
No. 02MA6307714
Qualified In Nassau County
My Commission Expires July 14, 2018

DEVELOPER:

366-368 THIRD AVENUE OWNER,
a Delaware limited liability company

By: _____
Name: Jane Gol
Title: authorized signatory

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

On the 2 day of May in the year 2017 before me, the undersigned, personally appeared Jane Gol, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person or entity upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

BENJAMIN GORDON
Notary Public, State of New York
No. 01GO6203676
Qualified in New York County
Commission Expires April 13, 2021

EXHIBIT "A"

Legal Description – Owner Land

Block 882, Lots 44, 45 and 46

LOT 44:
All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue distant 24 feet 8-1/4 inches (Deed into Grantor: 24 feet 8-1/8 inches more or less) from the northwesterly corner of 3rd Avenue and East 26th Street, opposite the center of a party wall standing on said premises and partly on the premises adjoining on the southerly side;

RUNNING THENCE northerly along said line of 3rd Avenue 24 feet 1/4 inches (Deed into Grantor; 24 feet 1/8th inch) to the center line of a party wall, standing partly on said premises and partly on the premises adjoining on the northerly side;

THENCE westerly and parallel with said East 26th Street through the center of said party wall 112 feet to the southeasterly side of an alley;

THENCE southerly parallel with 3rd Avenue and along the southerly side of an alley 13 feet wide and extending from 26th and 27th Streets 24 feet 1/4 inches (Deed into Grantor: 24 feet $^{1}/_{8}$th inch) ;

THENCE easterly and parallel with East 26th Street and part of the way through a party wall 112 feet to the westerly side of 3rd Avenue at the point or place of BEGINNING.

LOT 45:
ALL those pieces or parcels of land with the buildings and improvements thereon erected, situated, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue opposite the center of a party wall standing partly on said premises and partly on the premises heretofore conveyed to John Armstrong Chanter by Louis Lese and Sarah, his wife, which point is distant 48 feet 8-1/2 inches (Deed into Grantor: 48 feet 81/4 inches) from the northwesterly corner of 3rd Avenue and East 26th Street;

RUNNING THENCE northwesterly along the land heretofore conveyed to said John Armstrong Chanter by said Louis Lese and Sarah, his wife, and part of the distance through the center of said party wall 112 feet to an alley 13 feet wide running from East 26th to East 27th Streets;

THENCE northeasterly along the southeasterly side of said alley 25 feet 6-1/4 inches (Deed into Grantor: 25 feet 4 and 1/8th inches) to Lot #734 on the Map of Rose Hill Farm;

THENCE southeasterly along Lot #734 on the Map of Rose Hill Farm 112 feet to 3rd Avenue;

THENCE southwesterly along the westerly side of 3rd Avenue 25 feet 6-1/4 inches (Deed into Grantor: 25 feet 4 and 1/8th inches) to the point or place of BEGINNING;

LOT 46:
All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue at its intersection with the southerly line of Lot 734 on the Map of Rose Hill Farm dated January, 1812, distant 74 feet 2-3/4 inches (Deed into Grantor: 74 feet 0-3/4 of an inch) northerly from the intersection of the westerly side of Third Avenue with the northerly side of East 26th Street;

RUNNING THENCE westerly parallel with the northerly side of East 26th Street and along the southerly line of Lot 734 on said map of Rose Hill Farm, 112 feet to the easterly side of Broadway Alley (13 feet wide);

THENCE northerly parallel with the westerly side of Third Avenue and along the easterly side of said Broadway Alley, 24 feet 6-1/4 inches (Deed into Grantor: 24 feet 8-1/4 inches) to the northerly line of Lot 734 on said Map of Rose Hill Farm;

THENCE easterly parallel with the northerly side of East 26th Street and along the northerly line of Lot 734 on
said Map of Rose Hill Farm, 112 feet to a point on the westerly side of Third Avenue distant 98 feet 9 inches southerly from its intersection with the southerly side of East 27th Street; and

THENCE southerly along the westerly side of Third Avenue, 24 feet 6-114 inches (Deed into Grantor: 24 feet 8-1/4 inches) to the point or place of BEGINNING.

EXHIBIT "B"

Legal Description – Developer Land

Block 882, Lots 47 and 48

Lot 47:

All that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and
being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as
follows:

BEGINNING at a point on the westerly side of Third Avenue distant 123 feet 5-1/4 inches northerly from the corner formed by the intersection of the northerly side of East 26th Street and the westerly side of Third Avenue (Deed: distant 74 feet 3/4 inches southerly from the corner formed by the intersection of the southerly side of East 27th Street and the westerly side of Third Avenue);

RUNNING THENCE westerly parallel with the northerly side of East 25th Street (Deed: parallel with the southerly side of East 27th Street) 112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8-1/4 inches;

THENCE easterly and parallel with the northerly side of East 26th Street(Deed: parallel with the southerly side of East 27th Street) 112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-$^1/_4$ inches to the point or place of BEGINNING.

Lot 48:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City of New York, and State of New York, lying on the westerly side of Third Avenue between 26th and 27th Streets, being part of a lot known on a certain map entitled "Map of Rose Hill Farm, late the property of Nicholas Cruger", surveyed and laid out into lots by Stephen Ludlow, City Surveyor, as Lot #736, and bounded and described as follows:

RUNNING THENCE southeasterly in front by Third Avenue, 24 feet 8 inches;

THENCE southwesterly along said Lot #735, on said map, 112 feet to an alley, 13 feet wide, and

THENCE from 26th Street to 27th Street northwesterly along the easterly line of said alley 24 feet 8 inches to

Lot #737 on said map;

THENCE northeasterly by lot last mentioned 112 feet. Be the said several dimensions more or less.

Being further known and described as follows ;

BEGINNING at a point on the westerly side of Third Avenue distant 148 feet 1-1/2 inches northerly from the corner formed by the intersection of the northerly side of East 26th Street and the westerly side of Third Avenue;

RUNNING THENCE westerly parallel with the northerly side of East 26th Street 112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8 inches;

THENCE easterly and parallel with the northerly side of East 26th Street112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-1/4 inches to the point or place of BEGINNING.

EXHIBIT "C"

Parties In Interest Certification

See Attached.

N.B. # _____
Or
ALT # _____

EXHIBIT II

Old Republic National Title Insurance Company

CERTIFICATION PURSUANT TO ZONING LOT SUBDIVISION (D) OF SECTION 12-10 OF THE ZONING RESOLUTION OF DECEMBER 15, 1961 OF THE CITY OF NEW YORK – AS AMENDED EFFECTIVE AUGUST 16, 1977.

Old Republic National Title Insurance Company, a title insurance company licensed to do business in the State of New York and having an office at 400 Post Avenue, Suite 310, Westbury, NY 11590, hereby certifies that as to the land hereinafter described being a tract of land, either un-subdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Section 12-10, Subdivision (D) of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

NAME	ADDRESS	NATURE OF INTEREST
360-364 Third Owner LLC	1350 Avenue of the Americas, Suite 1200 New York, NY 10019	Fee Owner for Lots 44, 45 and 46
366-368 Third Owner LLC	c/o Continental Ventures 641 Lexington Avenue, 24th Floor New York, NY 10022	Fee Owner for Lots 47 and 48
Signature Bank	68 South Service Road Melville, NY 11747	Mortgage holder for Lots 44, 45, 46, 47 and 48

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid is known as Tax Lots 44, 45, 46, 47 and 48 Block 882 as shown on the Tax Map of the City of New York, New York County, and more particularly described as follows:

Lot(s) 44

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue distant 24 feet 8-1/8 inches more or less from the northwesterly corner of 3rd Avenue and East 26th Street, opposite the center of a party wall standing on said premises and partly on the premises adjoining on the southerly side;

RUNNING THENCE northerly along said line of 3rd Avenue 24 feet 1/8th inch to the center line of a party wall, standing partly on said premises and partly on the premises adjoining on the northerly side;

THENCE westerly and parallel with said East 26th Street through the center of said party wall 112 feet to the southeasterly side of an alley;

THENCE southerly parallel with 3rd Avenue and along the southerly side of an alley 13 feet wide and extending

from 26th and 27th Streets 24 feet 1/8th inch;

THENCE easterly and parallel with East 26th Street and part of the way through a party wall 112 feet to the westerly side of 3rd Avenue at the point or place of BEGINNING.

TOGETHER with the privilege of the use of said alley in common with the owners and occupant of lots bounded by said alley.

Lot(s) 45

ALL those pieces or parcels of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue opposite the center of a party wall standing partly on said premises and partly on the premises heretofore conveyed to John Armstrong Chanter by Louis Lese and Sarah, his wife, which point is distant 48 feet 8-1/4 inches from the northwesterly corner of 3rd Avenue and East 26th Street;

RUNNING THENCE northwesterly along the land heretofore conveyed to said John Armstrong Chanter by said Louis Lese and Sarah, his wife, and part of the distance through the center of said party wall 112 feet to an alley 13 feet wide running from East 26th to East 27th Streets;

THENCE northeasterly along the southeasterly side of said alley 25 feet 4 and 1/8th inches to Lot #734 on the Map of Rose Hill Farm;

THENCE southeasterly along Lot #734 on the Map of Rose Hill Farm 112 feet to 3rd Avenue;

THENCE southwesterly along the westerly side of 3rd Avenue 25 feet 4 and 1/8th inches to the point or place of BEGINNING;

TOGETHER with all the right, title and interest of the part of the first of, in and to said alley.

Lot(s) 46

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue at its intersection with the southerly line of Lot 734 on the Map of Rose Hill Farm dated January, 1812, distant 74 feet 0-3/4 of an inch northerly from the intersection of the westerly side of Third Avenue with the northerly side of East 26th Street;

RUNNING THENCE westerly parallel with the northerly side of East 26th Street and along the southerly line of Lot 734 on said map of Rose Hill Farm, 112 feet to the easterly side of Broadway Alley (13 feet wide);

THENCE northerly parallel with the westerly side of Third Avenue and along the easterly side of said Broadway Alley, 24 feet 8-1/4 inches to the northerly line of Lot 734 on said Map of Rose Hill Farm;

THENCE easterly parallel with the northerly side of East 26th Street and along the northerly line of Lot 734 on said Map of Rose Hill Farm, 112 feet to a point on the westerly side of Third Avenue distant 98 feet 9 inches southerly from its intersection with the southerly side of East 27th Street; and

THENCE southerly along the westerly side of Third Avenue, 24 feet 8-1/4 inches to the point or place of BEGINNING.

TOGETHER with all right, title and interest of, in and to Broadway Alley.

Lot(s) 47

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue distant 123 feet 5-1/4 inches northerly from the corner formed by the intersection of the northerly side of East 26th Street and the westerly side of Third Avenue (Deed: distant 74 feet 3/4 inches southerly from the corner formed by the intersection of the southerly side of East 27th Street and the westerly side of Third Avenue);

RUNNING THENCE westerly parallel with the northerly side of East 26th Street (Deed: parallel with the southerly side of East 27th Street)112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8-1/4 inches;

THENCE easterly and parallel with the northerly side of East 26th Street(Deed: parallel with the southerly side of East 27th Street) 112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-1/4 inches to the point or place of BEGINNING.

Lot(s) 48

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City of New York, and State of New York, lying on the westerly side of Third Avenue between 26th and 27th Streets, being part of a lot known on a certain map entitled "Map of Rose Hill Farm, late the property of Nicholas Cruger", surveyed and laid out into lots by Stephen Ludlow, City Surveyor, as Lot #736, and bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue distant 148 feet 1-1/2 inches northerly from the corner formed by the intersection of the northerly side of East 26th Street and the westerly side of Third Avenue;

RUNNING THENCE westerly parallel with the northerly side of East 26th Street 112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8 inches;

THENCE easterly and parallel with the northerly side of East 26th Street 112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-1/4 inches to the point or place of BEGINNING.

That the said premises are known as and by the street addresses of:
Address: 360 3rd Avenue, New York, NY 10016 (Block 882, Lot(s) 44), as shown on the following diagram

Address: 362 3rd Avenue, New York, NY 10016 (Block 882, Lot(s) 45), as shown on the following diagram

Address: 364 3rd Avenue, New York, NY 10016 (Block 882, Lot(s) 46), as shown on the following diagram

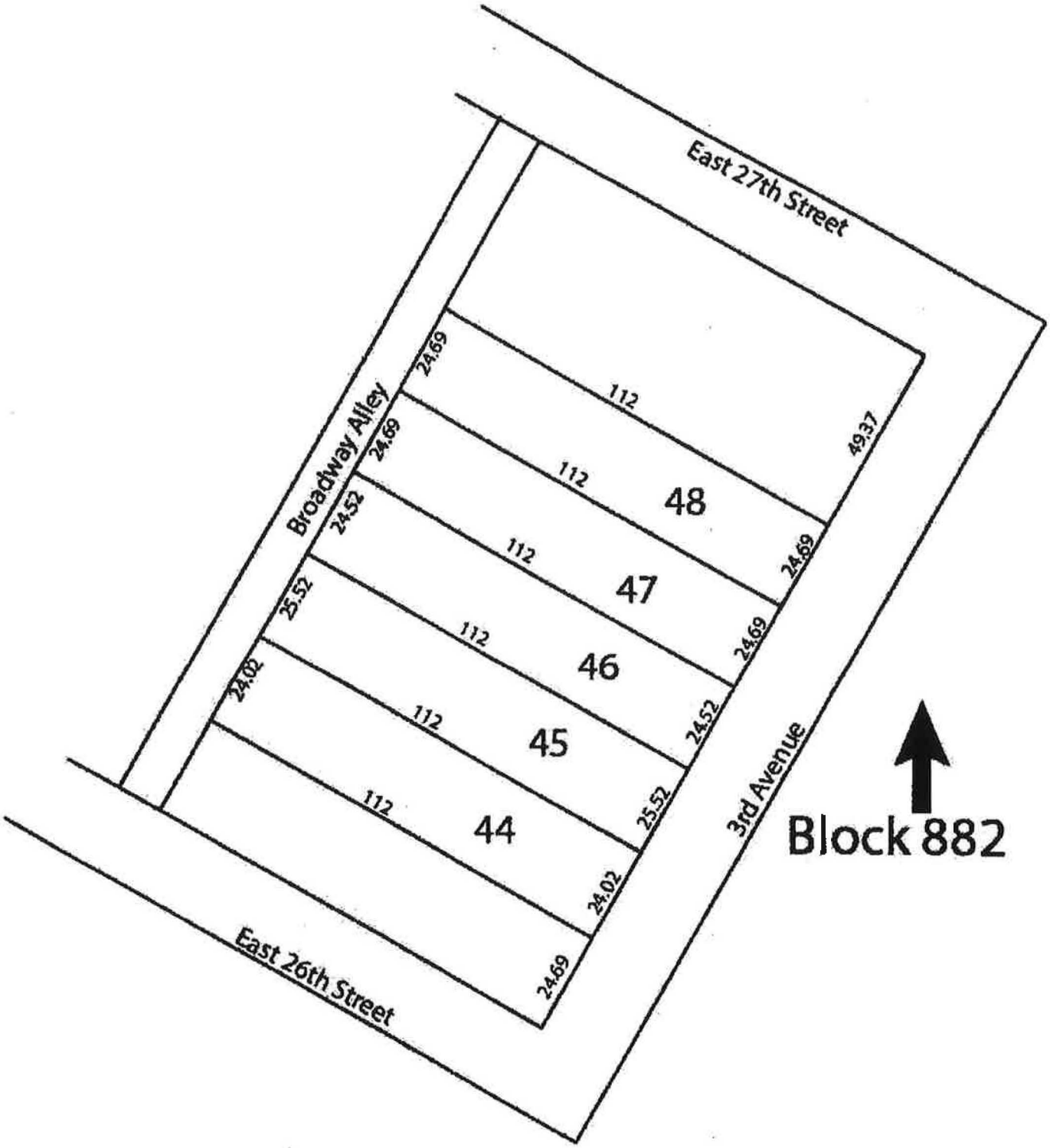
Address: 366 3rd Avenue, New York, NY 10016 (Block 882, Lot(s) 47), as shown on the following diagram

Address: 368 3rd Avenue, New York, NY 10016 (Block 882, Lot(s) 48), as shown on the following diagram

1. Show Distance from corner)

2. Show Block and Lot Numbers)
and dimensions of each lot)
The north point of the diagram must agree with the arrow.

SEE ATTACHED DIAGRAM


East 27th Street
Broadway Alley
3rd Avenue
East 26th Street
Block 882
48
47
46
45
44
112
24.69
49.37
24.52
25.52
24.02

NOTE: A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereon shall comply with the applicable provisions of the Zoning Lot Resolution.

THIS CERTIFICATE IS MADE AND ACCEPTED BY THE APPLICANT UPON THE EXPRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND ($1,000.00) DOLLARS.

DATED: 4/28/2017

BY: Old Republic National Title Insurance Company

BY: _____
James H. Lee Esq., Counsel
Madison Title Agency, LLC, agent for
Old Republic National Title Insurance Company

STATE OF NEW ~~YORK~~ Jersey): SS.:

COUNTY OF Ocean)

On 4/28/ 2017, before me, the undersigned, personally appeared James Lee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Ocean County, State of New ~~York~~ Jersey

_____
Notary Public

CHAVA S BERNSTEIN
Commission # 50051282
Notary Public, State of New Jersey
My Commission Expires
December 16, 2021

EXHIBIT "D"

Architect's Certification

See Attached.

SLCE*Architects*, LLP

ARCHITECT'S CERTIFICATE

March 10, 2017

RE: 360-364 Third Avenue (Tax Lots 44, 45 and 46 in Block 882), Manhattan (the "Air Rights Parcel")

The undersigned, an architect licensed in the State of New York hereby certifies to the best of his knowledge, understanding and belief, to 360-364 THIRD OWNER LLC, a Delaware limited liability company having an address at 1350 Avenue of the Americas, Suite 1200, New York, NY 10019 and 366-368 THIRD OWNER LLC, a Delaware limited liability company having an address c/o Continental Ventures, 641 Lexington Avenue, 24th Floor, New York, NY 10022 that:

1359 Broadway
New York, NY 10018
212 979 8400 telephone
212 979 8387 telefax
www.slcearch.com
info@slcearch.com

Sakp Yakas, AIA
James S. Davidson, AIA
Luigi Russo, AIA
Robert Laudenschlager, AIA
Gloria B. Glas, AIA
Mario Yao, AIA

1. Our firm was engaged to prepare and deliver this Architect's Certificate to 360-364 THIRD OWNER LLC and 366-368 THIRD OWNER LLC for the express purpose of setting forth the existing zoning entitlements, as set forth in the Zoning Resolution of the City of New York, as amended to date ("Zoning Resolution"), appurtenant to the Air Rights Parcel.

2. Tax Lots 44, 45 and 46 in Block 882 comprise the Air Rights Parcel. Tax Lot 44 has a lot area of 2,690.24 square feet ("Lot Area").[1] Tax Lot 45 has a Lot Area of 2,858.24 square feet. Tax Lot 46 has a Lot Area of 2,746.24 square feet.

3. The Zoning Resolution indicates that a portion of the Air Rights Parcel is located in a C2-8 zoning district and a portion of the Air Rights Parcel is located in an R8B zoning district (as set forth on Zoning Map 8d). The C2-8 zoning district permits Residential, Community Facility, Retail (Use Group 1, 2, 3, 4, 5, 6, 7, 8, 9, 14) uses as an as of right. The R8B zoning district permits Residential, Community Facility (Use Group 1, 2, 3, 4) uses as an as of right.

4. The C2-8 zoning district permits a maximum base floor area ratio ("FAR") of 10 for residential use. The maximum base residential FAR may be increased from 10 FAR to 12 FAR for qualifying developments that provide Inclusionary Housing pursuant to the applicable provisions of 23-90 et seq.

[1] The Lot Areas are derived from the Survey of AREK Surveying P.C. (March 09, 2016) ("Survey"), a copy of which is attached hereto as Exhibit A.

of the Zoning Resolution. The R8B zoning district permits a maximum base FAR of 4 FAR for residential use.

5. Based upon an inspection of the Air Rights Parcel and the Survey, we have determined the following regarding the Floor Area appurtenant to Tax Lot 44: (a) the existing building on the C2-8 portion of Tax Lot 44 contains 8,755.85 square feet of Floor Area and the existing building on the R8B portion of Tax Lot 44 contains 0.00 square feet of Floor Area; (b) the maximum amount of floor area permitted on the C2-8 portion of Tax Lot 44 at 10 FAR (without any bonus Floor Area) is 24,020.00 square feet; (c) the maximum allowable floor area permitted on the C2-8 portion of Tax Lot 44 at 12 (with bonus Floor Area) is 28,824.00 square feet; (d) the maximum amount of floor area permitted on the R8B portion of Tax Lot 44 at 4 FAR is 1,152.96 square feet; (e) no floor area will be transferred from the R8B portion of Tax Lot 44; and (f) there are 15,264.15 square feet (the difference between 24,020.00 square feet that is permitted to be developed on the C2-8 portion of Tax Lot 44 minus 8,755.85 square feet of used Floor Area) of unused floor area appurtenant to Tax Lot 44.

6. Based upon an inspection of the Air Rights Parcel and the Survey, we have determined the following regarding the Floor Area appurtenant to Tax Lot 45: (a) the existing building on the C2-8 portion of Tax Lot 45 contains 11,786.30 square feet of Floor Area and the existing building on the R8B portion of Tax Lot 45 contains 609.80 square feet of Floor Area; (b) the maximum amount of floor area permitted on the C2-8 portion of Tax Lot 45 at 10 FAR (without any bonus Floor Area) is 25,520.00 square feet; (c) the maximum allowable floor area permitted on the C2-8 portion of Tax Lot 45 at 12 (with bonus Floor Area) is 30,624.00 square feet; (d) the maximum amount of floor area permitted on the R8B portion of Tax Lot 45 at 4 FAR is 1,224.96 square feet; (e) no floor area will be transferred from the R8B portion of Lot 45; and (f) there are 13,733.70 square feet (the difference between 25,520.00 square feet that is permitted to be developed on the C2-8 portion of Tax Lot 45 minus 11,786.30 square feet of used Floor Area) of unused floor area appurtenant to Tax Lot 45.

7. Based upon an inspection of the Air Rights Parcel and the Survey, we have determined the following regarding the Floor Area appurtenant to Tax Lot 46: (a) the existing building on the C2-8 portion of Tax Lot 46 contains 12,460.14 square feet of Floor Area and the existing building on the R8B portion of Tax Lot 46 contains 428.58 square feet of Floor Area; (b) the maximum amount of floor area permitted on the C2-8 portion of Tax Lot 46 at 10 FAR (without any bonus Floor Area) is 24,520.00 square feet; (c) the maximum allowable floor area permitted on the C2-8 portion of Tax Lot 46 at 12 (with bonus Floor Area) is 29,424.00 square feet; (d) the maximum

amount of floor area permitted on the R8B portion of Tax Lot 46 at 4 FAR is 1,176.96 square feet; (e) no floor area will be transferred from the R8B portion of Lot 46; and (f) there are 12,059.86 square feet (the difference between 24,520.00 square feet that is permitted to be developed on the C2-8 portion of Tax Lot 46 minus 12,460.14 square feet of used Floor Area) of unused floor area appurtenant to Tax Lot 46.

8. There is a total of 41,057.71 square feet of unused floor area appurtenant to the C2-8 portion of Tax Lots 44, 45 and 46.

Certified to 360-364 THIRD OWNER LLC and 366-368 THIRD OWNER LLC this 10 day of March, 2017.

Mario Yao, AIA
Partner

BY: _____

REGISTERED ARCHITECT
MARIO YAO
No. 029129
STATE OF NEW YORK

Sworn to before me this 10 day of March, 2017

Notary Public

ELAINE M. BROWN
Notary Public, State of New York
No. 01BR6109247
Qualified in New York County
Commission Expires April 26, 2020

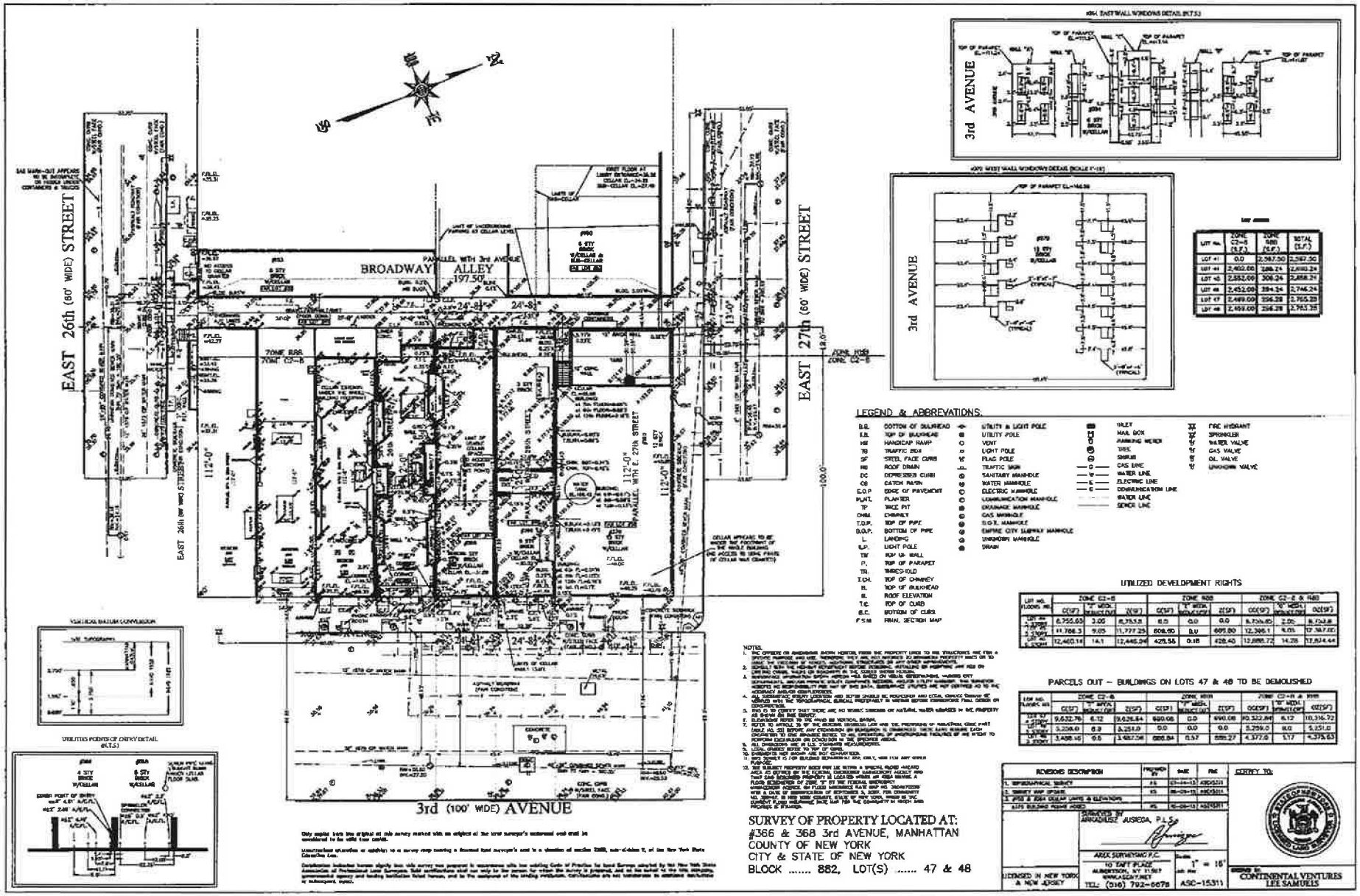

EAST 26th (60' WIDE) STREET
EAST 27th (60' WIDE) STREET
3rd (100' WIDE) AVENUE
BROADWAY
ALLEY
PARALLEL WITH 3rd AVENUE
197.50'
3rd AVENUE
3rd AVENUE
LEGEND & ABBREVIATIONS:
UTILIZED DEVELOPMENT RIGHTS
PARCELS OUT – BUILDINGS ON LOTS 47 & 48 TO BE DEMOLISHED
SURVEY OF PROPERTY LOCATED AT:
#366 & 368 3rd AVENUE, MANHATTAN
COUNTY OF NEW YORK
CITY & STATE OF NEW YORK
BLOCK ..... 882, LOT(S) ..... 47 & 48
CONTINENTAL VENTURES
LEE SAMUELS

Exhibit "E"

Legal Description (Light and Air Easement Area)

All of the air space above a horizontal plane, the elevation of which is 129.40 feet as measured vertically above the datum level known as the North American Vertical Datum of 1988, lying above piece of land being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 3RD Avenue, distant ninety eight feet and nine inches (98'-9") northerly from the northwesterly corner of 3RD Avenue and East 26TH Street;

RUNNING THENCE westerly, parallel with the northerly side of East 26TH Street and along division line between lot 47 and 46, one hundred and twelve feet (112'-0");

THENCE southerly, parallel with the westerly side of 3RD Avenue, thirty feet (30'-0");

THENCE easterly, parallel with the northerly side of East 26TH Street, one hundred and twelve feet (112'-0");

THENCE northerly, along 3RD Avenue, thirty feet (30'-0"), to the point or place of BEGINNING.

Exhibit "F"

Form of Light and Air Easement Agreement

EASEMENT AGREEMENT made this day of _____, 20__, between hereinafter referred to as the "Grantor," having an office/residing at and hereinafter referred to as the "Grantee," having an office/residing at _____.

WHEREAS, the Grantor is the fee owner of certain land located in the City and State of New York, Borough of , designated as Block Lot on the Tax Map of the City of New York, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of , designated as Block Lot on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, there is an existing/will be constructed a ___ -story building on Parcel B;

WHEREAS, Grantee has requested the New York City Department of Buildings (the "Department of Buildings") to act upon Application No. to construct a new building/to alter floors to for residential use on Parcel B; and

WHEREAS, the Department of Buildings may approve the Application upon the condition, *inter alia,* that Grantor create an easement for light and air for the benefit of the present and future owners of Parcel B in order to comply with the applicable provisions of Sections 27-732 and 27-746 of the 1968 Building Code or Sections BC 1203.4 and BC 1205.2 of the 2008 or Building Code, as applicable.'

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for her/himself, her/his heirs, legal representatives, successors and assigns hereby makes the following grant to Grantee, her/his heirs, legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to unrestricted light and air over Parcel A as described herein, such that any construction on Parcel A shall never infringe upon the light and air provided to Parcel B;

2. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings;

* This easement agreement may be entered into as a means of compliance with the 1968, 2008 or 2014 Building Codes by permitting such codes' light and air requirements to be satisfied on an adjacent tax lot. However, this agreement cannot be used to permit the required light and air to

be satisfied on an adjacent zoning lot in lieu of compliance with the New York City Zoning Resolution or Section 30 of the Multiple Dwelling Law.

3. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns;

4. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy; and

5. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

IN WITNESS WHEREOF, Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

Grantor

By:_____

Grantee

By: _____

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

On the _____ day of_____ , in the year __, before me, the undersigned, personally appeared [Grantor] _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

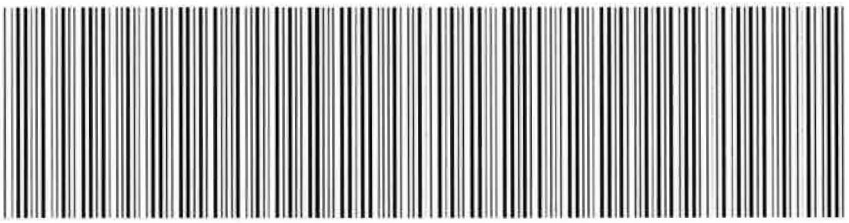
_____
Notary Public

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

On the _____ day of_____ , in the year __, before me, the undersigned, personally appeared [Grantee] _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2017052400314005001SC9E1

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2017052400314005 Document Date: 05-02-2017 Preparation Date: 05-25-2017
Document Type: AGREEMENT

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING	2
SMOKE DETECTOR AFFIDAVIT	3

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Property and Owner Information:

(1) Property receiving service: BOROUGH: **BLOCK:** **LOT:**

(2) Property Address:

(3) Owner's Name:

Additional Name:

Affirmation:

☑ Your water & sewer bills will be sent to the property address shown above.
Or
You have visited DOF's Mailing Address Update website and indicated that your water & sewer bill should be sent to the mailing address provided on that site. If no information was entered your water & sewer bill be sent to the property address.

Customer Billing Information:

Please Note:

A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, the property being placed in a lien sale by the City or Service Termination.

B. Original bills for water and/or sewer service will be mailed to the owner, **at the property address or to an alternate mailing address.** DEP will provide a duplicate copy of bills to one other party (such as a managing agent), however, any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her liability to pay all outstanding water and sewer charges. Contact DEP at (718) 595-7000 during business hours or visit www.nyc.gov/dep to provide us with the other party's information.

Owner's Approval:

The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A & B under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.

Print Name of Owner: 366 - 368 Third Owner LLC

Signature: _____ 05/22/2017 Date (mm/dd/yyyy)

Name and Title of Person Signing for Owner, if applicable: Jane Gol, authorized signatory

BCS-7CRF-ACRIS REV. 8/08

2017052200243101

The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Borough	Block	Lot	Street	City	State	Zip
MANHATTAN	882	45	362 3 AVENUE	NY	NY	10016
MANHATTAN	882	46	364 3 AVENUE	NY	NY	10016
MANHATTAN	882	47	366 3 AVENUE	NY	NY	10016
MANHATTAN	882	48	368 3 AVENUE	NY	NY	10016

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York
County of } **SS.:**

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

360 3 AVENUE
Street Address Unit/Apt.

MANHATTAN (**Borough**) New York, 882 (**Block**) 44 (**Lot**) (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

360-364 Third Owner LLC, by: Gil Bosidan authorized signatory
Name of Grantor (Type or Print)

Signature of Grantor

Sworn to before me
this 22 day of May 20 17

ELIE JOEL MANSDORF
NOTARY PUBLIC-STATE OF NEW YORK
No. 02MA6307714
Qualified in Nassau County
My Commission Expires July 14, 2018

Name of Grantee (Type or Print)

Signature of Grantee

Sworn to before me
this _____ day of _____ 20 ____

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES

2017052200243101

AFFIDAVIT OF COMPLIANCE
WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York
County of New York } **SS.:**

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

360 3 AVENUE
Street Address Unit/Apt.

MANHATTAN Borough New York, 882 Block 44 Lot (the "Premises");

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

Name of Grantor (Type or Print)	366-368 Third Owner LLC by: Jane Gol authorized signatory Name of Grantee (Type or Print)
Signature of Grantor	Signature of Grantee
Sworn to before me this ____ day of ____ 20____	Sworn to before me this 22 day of May 20 17

BENJAMIN GORDON
Notary Public, State of New York
No. 01GO6203676
Qualified in New York County
Commission Expires April 13, 2021

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

SEE ATTACHED PAGE FOR ADDITIONAL APPLICABLE PROPERTIES

Applicable properties compliant with the Smoke Detector requirement

Street Address	Unit/Apt	Borough	Block	Lot
362 3 AVENUE		MANHATTAN	882	45
364 3 AVENUE		MANHATTAN	882	46
366 3 AVENUE		MANHATTAN	882	47
368 3 AVENUE		MANHATTAN	882	48

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.

2018050300740003001E07AA

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 12**

Document ID: 2018050300740003 Document Date: 04-30-2018 Preparation Date: 05-04-2018
Document Type: EASEMENT
Document Page Count: 10

PRESENTER:
ROYAL ABSTRACT OF NEW YORK LLC
(909914)BL/MB
125 PARK AVENUE
SUITE 1610
NEW YORK, NY 10017
212-376-0900

RETURN TO:
ROYAL ABSTRACT OF NEW YORK LLC
(909914)BL/MB
125 PARK AVENUE
SUITE 1610
NEW YORK, NY 10017
212-376-0900

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	882	44	Entire Lot	360 3 AVENUE

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
MANHATTAN	882	47	Entire Lot	366 3 AVENUE

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel___ Page____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
360-364 THIRD OWNER LLC
1350 AVENUE OF THE AMERICAS , SUITE 1200
NEW YORK, NY 10019-4702

GRANTEE/BUYER:
368 THIRD OWNERS LLC
C/O MINRAV HOLDINGS , 540 MADISON AVENUE,
16TH FLOOR
NEW YORK , NY 10022

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:	$	93.00
Affidavit Fee:	$	0.00

Filing Fee:	
$	250.00
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 05-07-2018 12:13
City Register File No.(CRFN): **2018000151472**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2018050300740003001C052A

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 12**

Document ID: 2018050300740003 Document Date: 04-30-2018 Preparation Date: 05-04-2018
Document Type: EASEMENT

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	882	48	Entire Lot		368 3 AVENUE

Property Type: COMMERCIAL REAL ESTATE

Light and Air Easement Agreement

EASEMENT AGREEMENT made this 30th day of April, 2018, between 360-364 THIRD OWNER LLC hereinafter referred to as the "Grantor," having an office/residing at 1350 Avenue of the Americas, Suite 1200, New York, NY 10019 and 368 THIRD OWNERS LLC hereinafter referred to as the "Grantee," having an office/residing at c/o Minrav Holdings, 540 Madison Avenue, 16th Floor, New York, NY 10022, Attn: Lior Carucci.

WHEREAS, the Grantor is the fee owner of certain land located in the City and State of New York, Borough of Manhattan, designated as Block 882, Lot 44 on the Tax Map of the City of New York, hereinafter referred to as Parcel A and more particularly described by a metes and bounds description set forth in Schedule A annexed hereto and by this reference made a part hereof;

WHEREAS, the Grantee is the fee owner of certain land located in the City and State of New York, Borough of Manhattan, designated as Block 882, Lots 47 and 48 on the Tax Map of the City of New York, hereinafter referred to as Parcel B and more particularly described by a metes and bounds description set forth in Schedule B annexed hereto and by this reference made a part hereof;

WHEREAS, there is an existing/will be constructed an approximately 34-story building on Parcel B;

WHEREAS, Grantee's predecessor-in-interest had requested the New York City Department of Buildings (the "Department of Buildings") to act upon Application No. 121190745 to construct a new building for residential use on Parcel B; and

WHEREAS, the Department of Buildings has approved the Application upon the condition, *inter alia,* that Grantor create an easement for light and air for the benefit of the present and future owners of Parcel B in order to comply with the applicable provisions of Sections 27-732 and 27-746 of the 1968 Building Code or Sections BC 1203.4 and BC 1205.2 of the 2008 or Building Code, as applicable.'

NOW, THEREFORE, good and valuable consideration having been paid, the Grantor for her/himself, her/his heirs, legal representatives, successors and assigns hereby makes the following grant to Grantee, her/his heirs, legal representatives, successors, and assigns and to any future owner of Parcel B:

1. The right to unrestricted light and air over Parcel A as described herein, such that any construction on Parcel A shall never infringe upon the light and air provided to Parcel B;

2. This easement agreement may not be modified, amended or terminated without the prior written consent of the Department of Buildings;

* This easement agreement may be entered into as a means of compliance with the 1968, 2008 or 2014 Building Codes by permitting such codes' light and air requirements to be satisfied on an

adjacent tax lot. However, this agreement cannot be used to permit the required light and air to be satisfied on an adjacent zoning lot in lieu of compliance with the New York City Zoning Resolution or Section 30 of the Multiple Dwelling Law.

3. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns;

4. Failure to comply with the terms of this easement agreement may result in the revocation of a building permit or certificate of occupancy; and

5. This easement agreement shall be recorded at the city register's (county clerk's) office against all affected parcels of land and the cross-reference number and title of the easement agreement shall be recorded on each temporary and permanent certificate of occupancy hereafter issued to buildings located on the affected parcels and in any deed for the conveyance thereof.

IN WITNESS WHEREOF, Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

Grantor
360-364 THIRD OWNER LLC

By: _____
Gil Boosidan, Manager

Grantee
368 THIRD OWNERS LLC

By: _____
Lior Carucci, Authorized Signatory

By: _____
Yehuda Mor, Authorized Signatory

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

On the 30th day of April, in the year 2018, before me, the undersigned, personally appeared Gil Boosidan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ROBERT P. SCHROEDER
Notary Public, State of New York
No. 01SC4803179
Qualified in New York County
Commission Expires 7-31-18

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

On the 24th day of April, in the year 2018, before me, the undersigned, personally appeared, Lior Carucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

DINAH B. SLAVITT
Notary Public, State of New York
Registration #01SL4961161
Qualified In New York County
Commission Expires Jan. 22, 2022

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

On the 24th day of April, in the year 2018, before me, the undersigned, personally appeared, Yehuda Mor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Dinah B. Slavitt
Notary Public

DINAH B. SLAVITT
Notary Public, State of New York
Registration #01SL4961161
Qualified In New York County
Commission Expires Jan. 22, 2022

Schedule A

Stewart Title Insurance Company

Title No.: MTANY-099116

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

LOT 44:
All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of 3rd Avenue distant 24 feet 9-1/4 inches (Deed into Grantor: 24 feet 8-1/8 inches more or less) from the northwesterly corner of 3rd Avenue and East 26th Street, opposite the center of a party wall standing on said premises and partly on the premises adjoining on the southerly side;

RUNNING THENCE northerly along said line of 3rd Avenue 24 feet 1/4 inches (Deed into Grantor: 24 feet 1/8th inch) to the center line of a party wall, standing partly on said premises and partly on the premises adjoining on the northerly side;

THENCE westerly and parallel with said East 26th Street through the center of said party wall 112 feet to the southeasterly side of an alley;

THENCE southerly parallel with 3rd Avenue and along the southerly side of an alley 13 feet wide and extending from 26th and 27th Streets 24 feet 1/4 inches (Deed into Grantor: 24 feet 1/8th inch) ;

THENCE easterly and parallel with East 26th Street and part of the way through a party wall 112 feet to the westerly side of 3rd Avenue at the point or place of BEGINNING.

FOR CONVEYANCE ONLY:

TOGETHER with the privilege of the use of said alley in common with the owners and occupant of lots bounded by said alley.

NOTE: Being District , Section , Block(s) 882, Lot(s) 44, Tax Map of the Borough of New York, County of New York.

Issued by:

Madison Title Agency, LLC

1125 Ocean Avenue, Lakewood, NJ 08701

Telephone: 212-808-9400 Fax: 212-808-9420

Schedule B

EXHIBIT A TO DEED

Legal Description

As to Lot 47:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue distant 74 feet 3/4 inches southerly from the corner formed by the intersection of the southerly side of East 27th Street and the westerly side of Third Avenue;

RUNNING THENCE westerly parallel with the southerly side of East 27th Street 112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8-1/4 inches;

THENCE easterly and parallel with the southerly side of East 27th Street 112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-1/4 inches to the point or place of BEGINNING.

As to Lot 48:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City of New York, and State of New York, lying on the westerly side of Third Avenue between 26th and 27th Streets, being part of a lot known on a certain map entitled "Map of Rose Hill Farm, late the property of Nicholas Cruger", surveyed and laid out into lots by Stephen Ludlow, City Surveyor, as Lot #736, and bounded and described as follows:

RUNNING THENCE southeasterly in front by Third Avenue, 24 feet 8 inches;

THENCE southwesterly along said Lot #735, on said map, 112 feet to an alley, 13 feet wide, and

THENCE from 26th Street to 27th Street northwesterly along the easterly line of said alley 24 feet 8 inches to Lot #737 on said map;

THENCE northeasterly by lot last mentioned 112 feet. Be the said several dimensions more or less.

Being further known and described as follows:

BEGINNING at a point on the westerly side of Third Avenue distant 148 feet 1-1/2 inches northerly from the corner formed by the intersection of the northerly side of East 26th Street and the westerly side of Third Avenue;

RUNNING THENCE westerly parallel with the northerly side of East 26th Street 112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8 inches;

THENCE easterly and parallel with the northerly side of East 26th Street112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-1/4 inches to the point or place of BEGINNING.

Block 882
Lots 44, 47 & 48
County of New York
Prem: 360-368 Third Avenue
New York, NY

RETURN BY MAIL TO:

Steven Holm, Esq.
Levy Holm Pellegrino & Drath LLP
950 Third Avenue, 31st Floor
New York, NY 10022

909914

Royal Abstract of New York, LLC
125 Park Avenue, Suite 1610
New York, N.Y. 10017
(212) 376-0900

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.

2018050300740001001EC7D3

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 18**

Document ID: 2018050300740001 Document Date: 04-30-2018 Preparation Date: 05-04-2018
Document Type: EASEMENT
Document Page Count: 16

PRESENTER:	**RETURN TO:**
ROYAL ABSTRACT OF NEW YORK LLC (909914)BL/MB 125 PARK AVENUE SUITE 1610 NEW YORK, NY 10017 212-376-0900	ROYAL ABSTRACT OF NEW YORK LLC (909914)BL/MB 125 PARK AVENUE SUITE 1610 NEW YORK, NY 10017 212-376-0900

PROPERTY DATA

Borough	Block	Lot	Unit	Address
MANHATTAN	882	50	Entire Lot	160 EAST 27TH STREET

Property Type: COMMERCIAL REAL ESTATE

Borough	Block	Lot	Unit	Address
MANHATTAN	882	47	Entire Lot	366 3 AVENUE

Property Type: COMMERCIAL REAL ESTATE

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel___ Page____ *or* File Number_____

PARTIES

GRANTOR/SELLER:	**GRANTEE/BUYER:**
160 EAST 27TH OWNERS CORPORATION 160 E 27TH ST NEW YORK, NY 10016-9069	366-368 THIRD OWNER LLC C/O CONTINENTAL VENTURES, 641 LEXINGTON AVENUE, 24TH FL NEW YORK , NY 10022

FEES AND TAXES

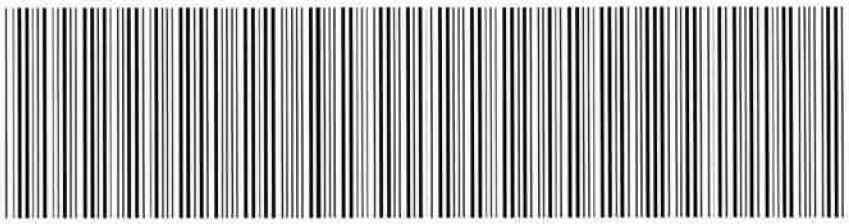
Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	123.00
Affidavit Fee:	$	0.00

Filing Fee:	$ 250.00
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 05-07-2018 12:13
City Register File No.(CRFN): **2018000151470**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 18**

Document ID: 2018050300740001 Document Date: 04-30-2018 Preparation Date: 05-04-2018
Document Type: EASEMENT

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	882	48	Entire Lot		368 3 AVENUE

Property Type: COMMERCIAL REAL ESTATE

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (the "Agreement") is made as of the 30th day of March, 2018 by and between 160 EAST 27TH OWNERS CORPORATION ("Grantor"), having an address at 160 East 27th Street, New York, New York 10016, and 366-368 THIRD OWNER LLC ("Grantee"), having an address at c/o Continental Ventures Realty LLC, 641 Lexington Avenue, 24th Floor, New York, New York 10022.

WITNESSETH:

WHEREAS, Grantor is a co-operative apartment corporation, which is the owner in fee of that certain real property, buildings and other improvements known as and located at 160 East 27th Street, New York, New York, being Block 882, Lot 50 on the Tax Map of the Borough of Manhattan, City of New York and more particularly described by a description set forth on Exhibit A attached hereto (collectively, the "Co-Op Property"); and

WHEREAS, Grantee is the owner in fee of that certain premises known as and located at 366-368 Third Avenue, New York, New York, being Block 882, Lots 47 and 48 on the Tax Map of the Borough of Manhattan, City of New York and more particularly described by a description set forth on Exhibit B attached hereto (collectively, the "Project Site") which is adjacent to the Co-Op Property; and

WHEREAS, there is a thirteen (13) foot wide privately owned strip of land called "Broadway Alley" that is contiguous to portions of the Co-Op Property and the Project Site, and pursuant to recorded deeds in the chain of title for the Co-Op Property and the Project Site, "Broadway Alley" is jointly owned by Grantor and Grantee, and others, as a tenancy-in-common ("Broadway Alley"); and

WHEREAS, Grantee is undertaking demolition, excavation and construction at the Project Site with the intention of constructing a thirty-four (34) story building at the Project Site and requires a utility easement through Broadway Alley in connection with such project; and

WHEREAS, Grantor and Grantee wish to enter into an agreement whereby Grantor grants to Grantee and its successors and assigns an easement in favor of the Project Site for the right of access and to use a portion of Broadway Alley for utility lines, appurtenances thereto and otherwise as set forth herein, subject to and in accordance with the provisions herein; and

WHEREAS, simultaneous with the execution of this Agreement, Grantor and Grantee executed a certain License and Indemnity Agreement (the "License Agreement") concerning, *inter alia*, the grant of a license from Grantor to Grantee according to the terms set forth therein; and

WHEREAS, simultaneous with the execution of this Agreement, Grantor and Grantee executed a certain Agreement, concerning, *inter alia*, the removal of certain gates installed at each end of the Broadway Alley (the "Broadway Alley Agreement");

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Grant of Easement

1.1 Utility Easement. Subject to the terms and conditions set forth herein, Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantee, and its successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon Broadway Alley (the "Utility Easement Area") solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of cables and other equipment reasonably required to provide utility service for the Project Site, including but not limited to appurtenances thereto, junction boxes and related equipment (together, the "Improvements"), as more particularly described by a description and depiction set forth on Exhibit C attached hereto. Grantee shall procure and maintain, or cause others to procure and maintain, at Grantee's sole cost and expense, at all times when any Improvements are being installed or constructed in the Utility Easement Area: (a) worker's compensation insurance covering all persons employed in connection with the Improvements by Grantee and with respect to whom death or bodily injury claims could be asserted against Grantor; and (b) general liability insurance which shall cover Grantor, as an additional insured, with limits not less than $1,000,000 in the event of bodily injury or property damage for each occurrence and not less than $2,000,000 in the aggregate. Coverage limits for insurance required by the prior sentence shall be increased as required to conform to reasonable coverage limits of owners or managers of similar size buildings in Manhattan when carrying out similar work.

1.2 Plans. Grantee shall provide Grantor with any plans or other detailed description of the scope and extent of the Improvements (the "Plans") that it receives, to the extent it actually receives any such Plans, within ten (10) days of its receipt of same. To the extent that Grantee has received Plans in advance of work being performed with respect to the Improvements, any work related to the installation or maintenance of any Improvements by the Grantee or Grantee's agents shall be subject to the prior written consent of the Grantor, which consent shall not to be unreasonably withheld, conditioned or delayed. If within five (5) business days of Licensor's and/or Licensor's Agents' receipt of the Plans and request for approval, Licensor does not either object to the Plans or issue its written consent, then the Plans shall be deemed approved.

1.3 Post-Execution Fees. Grantee shall reimburse Grantor, up to the total amount of Two Thousand Dollars ($2,000.00), for any reasonable actual engineering, and/or professional fees, and staffing or other expenses incurred subsequent to the execution of this Agreement (the "Post-Execution Fees") that are reasonably necessary to be incurred in connection with the terms of this Agreement, the Improvements or the Utility Easement, and that relate directly to this Agreement, the Improvements or the Utility Easement. including but not limited to reimbursement of the fees incurred for the review of the Plans, additional, modified, or revised Plans. Notwithstanding anything to the contrary in the preceding sentence, Grantee shall not reimburse Grantor for any attorneys' fees or costs incurred related to the terms of this Agreement, the Improvements or the Utility Easement except as otherwise set forth in Section

4.6 herein. Grantor shall be permitted to submit an invoice for the reimbursement of Post-Execution Fees to Grantee's general counsel, Sara Rubenstein, Esq., or such other person as Grantee designates in writing, no more than once every thirty (30) days. Grantee shall remit payment of such Post-Execution Fees by electronic wire within thirty (30) days after receipt of an e-mail invoice for such Post-Execution Fees.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence and become effective upon this Agreement being recorded in the City Register's Office, New York County with respect to either Grantor's Property or the Project Site, and shall run with the land and continue in full force and effect for as long as the Improvements exist in the Utility Easement Area. In the event of destruction or demolition of the Improvements, the Utility Easement shall continue for any replacement improvements.

3. Construction of Utility Improvements.

3.1 Costs/Lien-Free Construction. Grantee shall bear and promptly pay without the imposition of any lien or charge on or against all or any portion of Co-Op Property or Broadway Alley all costs and expenses of construction and maintenance of the Improvements and any other cost, expenses, increase in taxes or fees resulting from this Utility Easement Agreement or the construction or maintenance of the Improvements or the Utility Easement Area. Grantee shall be responsible for any and all violations issues by governmental authorities with regard to or arising from the Improvements or any use of the Utility Easement Area by Grantee.

3.2 Compliance With Laws. Grantee shall construct the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as amended from time to time. Grantee shall, at its sole cost and expense, procure any required permits, licenses, approvals and authorizations for the Improvements.

3.3 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored, with Grantee using its best commercial efforts, to the condition in which it existed at the commencement of such activities unless otherwise agreed to by the parties.

4. General Provisions.

4.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Grantor acknowledges that Grantee may assign its rights and obligations under this Agreement to any new owner of the Project Site and any bona fide affiliate, lender, successor or assign. Any

such assignee shall expressly agree to assume Grantee's rights and obligations hereunder as a condition of such assignment.

4.2 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

4.3 Entire Agreement. All understandings and agreements with respect to the subject matter of this Agreement, between the parties hereto prior to the date hereof are merged in this Agreement, which fully and completely expresses the agreement of the parties with respect to the provisions of this Agreement, and the same is entered into after full investigation, no party relying on any statement or representation, not set forth herein, by the other party.

4.4 Notices. Unless otherwise provided herein, any notice required or permitted under this Agreement shall be given: (1) via email; and (2) in writing either (i) by delivery in hand or (ii) by a nationally recognized next business day delivery service for next business day delivery, at the addresses set forth below. Such notice shall be effective upon receipt or refusal to accept such delivery of the written notice by the intended recipient.

If to Grantee:
366-368 Third Owner LLC
c/o Continental Ventures Realty, LLC
641 Lexington Avenue, 24th Floor
New York, New York 10022
Attn: Jane Gol
e-mail: jgol@continentalventures.com

If to Grantor:
160 EAST 27th Owners Corporation Board
160 East 27th Street
New York, New York 10016
Attn: Francine Kass, President of the Board of Directors
e-mail: fkass@earthlink.net

With a copy to:
Erez Glambosky, Esq. and Jeremy B. Honig, Esq.
Rivkin Radler LLP
477 Madison Avenue, 20th Floor
New York, New York 10022
Email: erez.glambosky@rivkin.com
Jeremy.honig@rivkin.com

And with a copy to:

Steven Pinchasick
EBMG, LLC, Managing Agent
393 Old Country Road, Suite 204
Carle Place, New York 11514
Email: spinchasick@ebmg.com

Any party may change its notice address by like notice given to the other party. Notices may be validly given by a party's attorney on behalf of such party.

4.5 Attorneys' Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non- prevailing party in any such dispute shall pay the prevailing the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportions the costs or fees as the court or arbitrator deems appropriate.

4.6 Recording. This Agreement may be recorded, at Grantee's expense, in the City Register's Office, New York County with respect to Grantor's Property and the Project Site.

4.7 Plan. After completion of the Improvements, Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth of the Improvements installed in the Utility Easement Area.

4.8 Governing Law. This Agreement shall be construed in accordance with the laws of the State of New York.

4.9 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons, entities or circumstances shall not be affected but rather shall be enforced to the fullest extent permitted by law.

4.10 Captions. The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein.

4.11 Amendment. This Agreement and any provision herein contained may be amended, extended or terminated only with express written consent of both parties.

4.12 Further Cooperation. Each of the signatures to this Agreement agree to cooperate with each other in good faith, and to execute such other documents and to perform such other acts as may be reasonably necessary or desirable, to further the expressed and intended purpose of this agreement or to effectuate this Agreement.

4.13 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same agreement, and PDF counterpart signatures shall be deemed originals, all of which taken together shall constitute one and the same instrument.

4.14 Indemnification.

(a) Grantee shall indemnify, defend, and hold harmless Grantor, and its owners, shareholders, members, officers, directors, partners, managing agent, agents, representatives, successors and assigns (collectively, the "Indemnitees") from and against, any and all claims (other than claims made by Grantee against Grantor), deductible payments under insurance policies, liabilities, actual damages, judgments, costs, debts, obligations, demands, actions, or expenses (including reasonable actual attorneys' and professional fees, and costs that are required related thereto, except if related to any Claim asserted against the Grantee by an Indemnitee) ("each a "Claim" and collectively, "Claims"), except to the extent that the same shall have been caused in whole by the negligence or misconduct of any of the Indemnitees or their contractors, arising from the following: (i) the Improvements; (ii) any negligence or willful misconduct within the Utility Easement Area on the part of Grantee or any agent, contractor, servant or employee of Grantee; (iii) any material breach of this Agreement on the part of Grantee; (iv) any lien or claim which may have arisen out of any act if Grantee or any agent, contractor, servant or employee of Grantee against or on the Utility Easement Area, or any lien or claim created or permitted to be created in connection with the Improvements, or any liability which may be asserted against any of the Indemnitees with respect thereto; and (v) any tax, recording fee, or filing fee attributable to the execution, delivery or recording of this Agreement. This Agreement to indemnify specifically contemplates: (1) full indemnity in the event of liability imposed against the Indemnitees solely by statute, operation of law or otherwise; and (2) partial indemnity in the event of any negligence on the part of Indemnitees causing or contributing to the underlying claim, in which event, indemnification will be limited to any liability imposed over and above that percentage attributable to the negligence of the Indemnitees.

(b) Grantor agrees that in the event that it is notified of any Claims, sustained or made, or action or proceeding instituted against it, for which indemnity is sought pursuant to this Agreement, Grantor shall, with reasonable promptness, notify Grantee thereof in writing and shall continue to give Grantee reasonably prompt written notice of all developments in connection therewith within Grantor's knowledge. Grantee shall have the option of defending the Claim, action or proceeding (collectively, the "Action"), at the Grantee's sole cost and expense, in the name of Grantor, and shall have the right to designate any counsel reasonably acceptable to Grantor (it being understood and acknowledged by the parties hereto that such counsel shall not be Rivkin Radler LLP) (the "Rivkin Restriction"), such consent not to be unreasonably withheld, conditioned or delayed. Grantor agrees that any counsel designated by Grantee's insurance company shall be deemed to be reasonably acceptable to Grantor. The Grantee shall conduct all proceedings with respect to the Action with due diligence. Grantor shall have the right, at Grantor's sole cost and expense, to

participate and be represented by counsel of its choice (including Rivkin Radler LLP if it so chooses) or other representatives of Grantor's choosing in any Action and all negotiations relative thereto. Grantee shall have the right to determine all matters in connection with the Action (including, without limitation, all negotiations and the settlements thereof) without the consent of Grantor unless such matters contain an admission of liability on the part of Grantor, require Grantor to pay any damages, sums, costs or fees, result in an increase in Grantor's insurance premiums or require the Grantor to take or refrain from taking any action, in which case the consent of Grantor shall be required, but shall not be unreasonably withheld, conditioned or delayed. Grantee shall arrange to provide such information to Grantor as is necessary to keep Grantor informed of all proceedings. Grantor shall cooperate in all reasonable respects with Grantee and Grantee's attorney at all stages of the Action. Grantor agrees to supply promptly to Grantee and the Grantee's attorneys all papers, documents and evidence in Grantor's possession or control and such other information within Grantor's knowledge pertinent to the Action. In the event that Grantee does not timely exercise Grantee's right to defend such Action, which it shall do within thirty (30) days of notice by Grantor as to any Claim unless Grantor would otherwise default on a Claim within such time frame in which case Grantee shall exercise its right to defend no later than a reasonable time before such default occurs, Grantor may defend the same at the Grantee's sole cost and expense (after providing notice to Grantee that it intends to do so) with such fees to be reimbursed by Grantee within thirty (30) days after Grantor provides Grantee with an invoice, and Grantee having the right to assume the defense of any such Action thereafter, at its own expense, at which time Grantor shall cease to defend such Action, unless it decides to do so at its own expense as provided herein. Notwithstanding the foregoing, upon Grantee's sale, transfer and/or assignment of the Project Site, or the membership interest of the Grantee, the Rivkin Restriction shall automatically be deemed null and void, but all of the other provisions set forth herein with respect to the selection of counsel shall survive.

IN WITNESS WHEREOF, this Agreement has been executed and is dated as of the date first written above.

GRANTEE:

366-368 Third Owner LLC

By: _____
Name: Sara Rubenstein
Title: Authorized Signatory

GRANTOR:

160 EAST 27th Street Corporation
By 160 East 27th Street Owners' Corp. Board

By: _____
Name: Francine Kass
Title: President

IN WITNESS WHEREOF, this Agreement has been executed and is dated as of the date first written above.

GRANTEE:

366-368 Third Owner LLC

By: Sara Rubenstein
Name: Sara Rubenstein
Title: Authorized Signatory

GRANTOR:

160 EAST 27th Street Corporation
By 160 East 27th Street Owners' Corp. Board

By: _____
Name: Francine Kass
Title: President

ACKNOWLEDGMENTS

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

On the __ day of March, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Sara Rubenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same in his or her capacity as an authorized signatory for 366-368 THIRD OWNER LLC, and that by his or her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

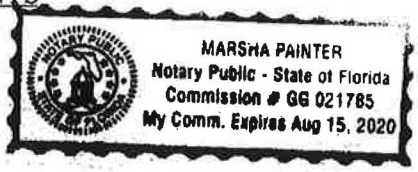
On the 30 day of March, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Francine Kass, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same in his or her capacity as President of 160 East 27th Street Owners' Corp. Board, which has authority to execute this instrument on behalf of 60 EAST 27TH OWNERS CORPORATION, and that by his or her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ESTHER NATHALIE MORALES
Notary Public – State of New York
NO. 01MO6357963
Qualified in New York County
My Commission Expires May 1, 2021

ACKNOWLEDGMENTS

M.P. STATE OF ~~NEW YORK~~ FLORIDA)
): ss
COUNTY OF ~~NEW YORK~~ BROWARD)



On the 30 day of March, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Sara Rubenstein, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same in his or her capacity as an authorized signatory for 366-368 THIRD OWNER LLC, and that by his or her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Marsha Painter
Notary Public-State of Florida
Commission # GG021785
Comm. Expires Aug 15, 2020

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

On the __ day of March, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Francine Kass, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same in his or her capacity as President of 160 East 27th Street Owners' Corp. Board, which has authority to execute this instrument on behalf of 60 EAST 27TH OWNERS CORPORATION, and that by his or her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "A"

DESCRIPTION OF THE CO-OP PROPERTY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, being part of the Rose Hill Farm on the westerly side of 3rd Avenue and being part of Lots known and distinguished on the Map of said Farm made by Stephen Ludlum, C.S., under the direction of the Commissioners who divided the same by the Nos. 736 and 737, bounded together southeasterly in front of Third Avenue; southwesterly by Lot 736; northwesterly by an alley; northeasterly by 27th Street; also bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 27th Street and the westerly side of Third Avenue;

RUNNING THENCE westerly along said southerly side of East 27th Street, 112 feet;

THENCE Southerly parallel with the westerly side of Third Avenue, 49 feet 4-1/2 inches to the southerly line of Lot 737 on aforesaid Map;

THENCE Easterly along the said southerly line of Lot 737 on aforesaid Map and parallel with the southerly side of East 27th Street, 112 feet to the westerly side of Third Avenue, and thence Northerly along the said westerly side of Third Avenue, 49 feet 4-1/2 inches to the corner first mentioned, at the point or place of BEGINNING.

TOGETHER with the right to the use of an Alley 13 feet wide from 27th to 26th Streets in common with owners of all ground bounded by said Alley.

SAID premises being known as and by the street number 370-372 Third Avenue, New York, New York and also known as 160 East 27th Street, New York, New York.

EXHIBIT "B"

DESCRIPTION OF THE PROJECT SITE

SCHEDULE A CONTINUED

LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhatten, County of New York, City of New York, and State of New York, lying on the westerly side of Third Avenue between 26th and 27th Streets, being part of a lot known on a certain map entitled 'Map of Rose Hill Farm, late the property of Nicholas Crugar', surveyed and laid out into lots by Stephen Ludlow, City Surveyor, as Lot #738, and bounded and described as follows:

RUNNING THENCE southeasterly in front by Third Avenue, 24 feet 8 inches;

THENCE southwesterly along said Lot #735, on said map, 112 feet to an alley, 13 feet wide, and

THENCE from 26th Street to 27th Street northwesterly along the easterly line of said alley 24 feet 8 inches to Lot #737 on said map;

THENCE northeasterly by lot last mentioned 112 feet. Be the said several dimensions more or less.

Being further known and described as follows ;

BEGINNING at a point on the westerly side of Third Avenue distant 148 feet 1-1/2 inches northerly from the corner formed by the intersection of the northerly side of East 26th Street and the westerly side of Third Avenue;

RUNNING THENCE westerly parallel with the northerly side of East 26th Street 112 feet to the easterly side of Broadway Alley;

THENCE southerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue 24 feet 8 inches;

THENCE easterly and parallel with the northerly side of East 26th Street112 feet to the westerly side of Third Avenue;

THENCE northerly along said westerly side of Third Avenue 24 feet 8-1/4 inches to the point or place of BEGINNING.

NOTE: Being District , Section , Block(s) 882, Lot(s) 48, Tax Map of the Borough of New York, County of New York.

NOTE: Lot and Block shown for informational purposes only.

EXHIBIT "C"

DESCRIPTION OF BROADWAY ALLEY

All that certain plot piece or parcel of land lying being and situate in the Borough of Manhattan, County, City and State of New York being known and designated as Block 882 Lot 41 on the Tax Map of the City of New York for the Borough of Manhattan and being bounded and described according to said map as follows:

Beginning at a point on the northerly side of East 26th Street distant 112 feet westerly from the comer formed by the intersection of the northerly side of East 26th Street with the westerly side of Third Avenue;
Running thence northerly parallel, or nearly so, with the westerly side of Third Avenue 197.5 feet to the southerly side of East 27th Street;
Thence westerly along the southerly side of East 27th Street 13 feet;
Thence southerly parallel, or nearly so, with the westerly side of Third Avenue 197.5 feet to the northerly side of East 26th Street;
Thence easterly along the northerly side of East 26th Street 13 feet to the point or place of Beginning.

B. 882
L's. 47, 48 and 50
New York County

R & R TO: (VC)
Steven Holm, Esq.
Levy Holm Pellegrino & Heath LLP
950 Third Avenue, 31st Floor
New York, NY 10022

3917965 v4

909914
Royal Abstract of New York, LLC
125 Park Avenue, Suite 1610
New York, N.Y. 10017
(212) 376-0900

RESERVE FUND STUDY

STRATEGIC INSPECTIONS

RESERVE FUND STUDY

368 Third Avenue Condominium
368 Third Avenue
New York, New York 10016

Prepared by:
Strategic Inspections
45 West 34th Street, Suite 1001
New York, New York 10001

May 2, 2019



STRATEGIC INSPECTIONS

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STRATEGIC INSPECTIONS

1.0 EXECUTIVE SUMMARY

Strategic Inspections, LLC (SI) performed a reserve study from plans for the 368 Third Avenue Condominium (hereinafter "property") located at 368 Third Avenue New York, New York 10016. The property has 100 units and multiple model types. The reserve study is for the fiscal year starting July 1, 2021 and ending June 30, 2022.

The planned property will be a thirty-five (35) story structure plus a cellar and bulkhead levels. The planned property will consist of a total of one hundred (100) residential units and one (1) commercial unit. The residential units will utilize the 2rd through 35th floors. The commercial unit will utilize portions of the first floor and cellar floor. These portions appear to be completed segregated from the residential portion of the building, and the scope of this report is limited to assessing the common elements for the condominium (including items that are only common to the residential units). This report does not include cost for reserve items exclusive to the individual condominium units or commercial unit. Based on documentation received, the first Temporary Certificate of Occupancy (TCO) is expected in May 2021 and construction of the building is expected to be completed in July 2021.

Building amenities will include intercom and security systems, mailboxes, two passenger elevators, one freight elevator, bicycle storage, storage units, a fitness center, a party room, media room, and a common roof terrace.

There are currently no ASTM, Fannie Mae, or FHA reserve study standards. The closest standards to review are: ASTM E 2018-15 property condition assessment (PCA), and property condition report (PCR) standards, or Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator. Additionally, currently there are two national organizations with a set of reserve study guidelines, the Association of Professional Reserve Analysts (APRA) and the Community Association Institute (CAI). All of these sources, along with the experience and knowledge of industry experts and professional engineers, were used to create SI's guidelines for reserve studies.

SI guidelines require that a Reserve Study include a component inventory, a condition assessment, life valuation estimates, fund status, and a funding plan. The guideline also requires that a reserve study include recommended reserve contributions for a minimum of thirty years, projected expenses for a minimum of thirty years, and projected ending reserve fund expenses for a minimum of thirty years.

This report will project the capital repair and replacement reserve for thirty years, as required by SI guidelines. As such, some items with an estimated useful life greater than thirty years are not included in this report at this time. Updating of the reserve study should be performed every two years to ensure proper funding is provided as the longer life items move within the 30-year evaluation period as the property ages.

Strategic Inspections was advised that purchasers are required to contribute one month of maintenance charges at closing to a dedicated reserve account. The one month for reserves will be deposited into the reserve account at each closing. This study utilizes an estimate



of 72 closings in the first year of operations and 28 closings in year two. One month of purchaser's maintenance contribution is estimated to be $1,285.09 per unit. Therefore, SI has estimated that $92,526.48 will be deposited into the reserve account by the end of year one and $35,982.52 will be deposited into the reserve account by the end of year two.

As shown in the table below, the results of this reserve study show that a total of $93,537.48 in year one, $102,891.24 in year two, and $113,180.40 in year three are required to be deposited into the reserve fund over the first three years. Assuming the aforementioned $92,526.48 is deposited in year one and the $35,982.52 is deposited in year two, the additional annual contribution for the initial year of this Reserve Study is $1,011.00 and $66,908.72 for year two. Year three reserve contributions should increase to $113,180.40, with an annual increase of 10.0% per year over the remaining 30-year term.

As of July 1, 2021, the estimated current replacement cost of the reserve items is $5,538,687.89, and with an annual compounded inflation rate of 2.33% the future replacement cost is $8,861,048.64.

The following chart summarizes the required residential contributions (budget line item) for the first five years of this study, accounting for the aforementioned contributions at closings.

Year	Total Required Reserve Contribution	Estimated # Of Closings	1 Month Common Charge at Closing	Total Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Budget Line Item (Total Required Reserve Contribtuions above Contributions at Closings)
2021-2022	$ 93,537.48	72	$1,285.09	$ 92,526.48	$ 1,011.00
2022-2023	$102,891.24	28	$1,285.09	$ 35,982.52	$ 66,908.72
2023-2024	$113,180.40			$ -	$ 113,180.40
2024-2025	$124,498.44			$ -	$ 124,498.44
2025-2026	$136,948.32			$ -	$ 136,948.32

The operating budget should be adjusted to include a line item to cover the 1st year's recommended reserve amount of $1,011.00 or $0.84 per unit, per month.

A Community Association typically has two major budgetary requirements: the general operating reserve and the capital repair and replacement reserve. The scope of this report is limited to the capital repair and replacement reserve criteria. It is assumed that the general operating reserve is accounted for in the general maintenance budget. This report will project the capital repair and replacement reserve for thirty years. It should be noted that the projection for the first ten years is the most reliable and it is recommended that this study be updated every two years.

The calculations, projections and reports in this reserve study were generated using the Property Reserve Analysis System (hereinafter "PRA"). PRA has received a Quality Assurance Evaluation from a Certified Public Accounting firm verifying the system for accuracy and compliance with the AICPA's Audit and Accounting Guide for Common Interest



Realty Associations, cash flow projections, and tax calculations consistent with IRS guidelines for 1120c and 1120h corporations. PRA provides for complete, flexible reserve study assumptions while allowing for either current cost or future cost projections in calculating interest and projecting cash flows on a monthly and annual basis.

This report is intended to be used as a tool to determine reserve fund allocation requirements for the community, to manage future Association obligations, and to inform the community of future financial needs. The reserve plan, based on all the assumptions, assures that funds for major repairs and replacements will be available when needed. It also provides an equitable method for charging current owners, rather than future owners, the cost of current use.

2.0 PURPOSE AND SCOPE

The purpose of this reserve study is to produce a reserve funding plan that will project future contributions and expenditures to assure that reserve funds are available as needed. A reserve study helps Community Associations anticipate large expenditures over an extended period of time. By using this structured process and analysis, the Association is able to meet financial requirements without increasing service fees above permitted maximums, borrowing funds, and/or levying special financial assessments to the property owners.

The scope of this report is limited to the following:

- Developing component inventories based upon the site inspection only
- Developing life and valuation estimates
- Providing a current funding status evaluation
- Providing a model for a funding plan

This report forecasts Community obligations for thirty (30) years into the future. Due to this forecast, it should be noted that events might occur that affect the cost and useful life assumptions used in this study. Specifically, inevitable market fluctuations and unexpected wear on materials can occur. Therefore, this study should be updated every two years in order to accurately reflect the needs and obligations of the community.

No items that have an estimated useful life of less than two years or a total cost less than $1,000.00 have been reserved.

3.0 DEFINITIONS AND METHODS

Relevant definitions include:

Reserve Study - The art and science of anticipating and preparing for major common area repair and replacement expenses. It is a budgetary planning tool that identifies the current

status of the reserve fund and recommends a stable, equitable funding plan to offset the major anticipated common area expenditures.

Repair/Replacement Reserves - Non-annual maintenance items that will require significant expenditure over the life of the building. Included are items that will reach the end of their estimated useful life during the course of this forecast, or, in the opinion of the investigator, will require attention during that time.

Remaining Life - The expected useful life of a system or component as per Fannie Mae guidance or industry experience.

Funding Plan - An association's plan to provide income to a reserve fund to offset anticipated expenditures from that fund.

Life and Valuation Estimates - The task of estimating Useful Life, Remaining Useful Life, and Repair or Replacement Costs for the Reserve components.

The cash flow method was utilized in preparing the reserve plan with the intention that reserve funds would be available as needed. The following describes how the cash flow was produced:

- Reserve Fund Balance – projected from the date of the reserve study to the beginning of the fiscal year above;
- Reserve Item Data - for each reserve item the following was determined: description, category, basis cost, cost, quantity, estimated useful life and estimated remaining life;
- Expenditures - the reserve item data above was used to project when the initial and recurring expenditures will be incurred over the next 30 years (the projection excludes taxes on interest earned);
- Interest – calculated on the available funds;
- Contribution – determined based on the following: annual contribution increases, interest earned with related taxes and inflation on reserve items.

4.0 PROVIDED INFORMATION AND DOCUMENTS

This study has been performed according to the scope as generally defined and agreed upon by Strategic Inspections, LLC and the 368 Third Avenue Condominium Development.

The following documents were made available and were reviewed during the course of our study:

- Description of the Property and Specification, 368 Third Avenue, New York, New York, prepared by SLCE Architects, LLP, dated December 11, 2018
- 368 3rd Avenue - 368 3rd Avenue, New York, NY - Issue For Construction, Addendum #2, prepared by SLCE Architects, LLP, dated December 20, 2018
- Schedule A/B Allocation Work Sheet, Dated March 26, 2019



5.0 BUILDING EVALUATION

A complete review and analysis of all available construction drawings for the subject property was performed. The following was observed and noted during this review. A site inspection was not performed on this site. However, it is recommended that an inspection be performed prior to completing an update on this report.

Structure

The description of the structural and foundation systems is based on the review and analysis of the construction drawings and our experience with similar buildings.

The building foundations will consist of a combination of shallow foundations including isolated spread footings, and strip footings under portions of the foundation walls and caisson mats and caisson caps. The building will consist of flat plate cast-in-place concrete slabs supported on concrete columns and concrete shear walls. The building's lateral system will consist of shear walls around the building core, tied together with concrete link beams. The building's foundation and structural systems are typical for similar buildings in this area.

Since this will be a new development, it is assumed that there are no issues of concern regarding capital expenditures for the structural or foundation systems for the building. The structural and foundation systems of the building will be new construction and therefore assumed to be in good condition.

Exterior and Roof

For the purpose of this study, the building exterior and roof system are considered new and in excellent working condition.

Exterior walls will be aluminum insulated panels on reinforced concrete walls or concrete masonry units. Windows will include casement windows, fixed vision glass, spandrel glass and aluminum insulated panels. Aluminum window wall systems will be thermally broken, with baked on painted finishes and insulated glass units. The primary residential entrance to the residential lobby and entrance for the Commercial Unit is on Third Avenue. The primary residential entrance will be painted aluminum/glass doors. Plans indicate the residential lobby entrance at Third Avenue will also have a revolving door. Terraces will have similar, but single panel glass doors. Based on expected useful life, replacement of the windows and doors is anticipated during the reserve period. The exterior of the building will be new and in good/excellent condition, however, we have included an allowance for periodic caulking, sealing, and repairs to the exterior of the building. In addition, Local Law 11 requires facade inspections on five-year intervals on all buildings with more than six stories. We have included cost to perform periodic facade repairs during the reserve period.

The roofing system will be an Insulated Roof Membrane Assembly (IRMA) comprised of waterproofing installed below extruded polystyrene board and concrete pavers. Terraces will have concrete pavers installed on pedestals. Railings will be made of glass with extruded aluminum frames anchored to concrete floors by stainless brackets welded to steel

plates. Based on an expected useful life of 20 years for the roofing system, replacement is anticipated during the reserve period. Replacements have also been included for concrete pavers and railings.

Mechanical, Electrical and Plumbing

For the purpose of this study, all mechanical, electrical and plumbing are considered new and in excellent working condition.

A central heating plant, located in the main 35th Floor boiler room, will consist of two (2) 5,000 MBH boilers. Hot water shall be used for residential apartment heating via a hot water heat injection loop paired with the apartment VRF systems. In addition to the apartment space heating, the boilers shall also provide heating for domestic water via domestic water heat exchangers and heating for the building dedicated outside air systems.

Primary air-conditioning in the building will be provided by means of a 450-Ton cooling tower located on the roof. The vapor compression refrigeration devices being conditioned by the cooling tower will be the water-cooled VRF systems located in the mechanical rooms and the dedicated outside air systems on the 1st floor and 17th floor. Air conditioning and heating in common spaces and the Lobby will be provided with individually controlled heating and cooling VRF direct expansion (DX) evaporator coil units and packaged air handling units with water-cooled DX refrigeration circuits for cooling service and hot-water coils for heating. A number of circulation pumps will be used to provide heated and cooled water to the various air conditioning elements throughout the building.

Common elements for the Cellar and above the Ground floor such as the tops of exits to the roof will be heated with electric resistance type heaters, fan forced unit heaters or cabinet heaters. Public stair bulkhead and other miscellaneous common areas requiring heat during the winter season will be heated with electric resistance type heaters.

All heating and cooling equipment will be new and assumed to be in good/excellent condition. Water source heat pumps, VRF fan coil units, VRF condenser units, and circulating pumps have an average estimated useful life of approximately 15 to 20 years. Based on their estimated useful lives, replacements of the common heating and cooling equipment is anticipated during the reserve. Residential fan coil units and heat pump units will be owned and maintained by the individual condominium owner. Therefore, no costs are anticipated for these units. The cost to replace individual electric heating implements is relatively inexpensive and can be completed, as needed, as part of the condominium's routine operations budget.

Building ventilation will be provided via a series of inline and rooftop exhaust fans ranging in size. Corridor air conditioning will be provided by a packaged roof top unit. The fans and package unit will be new and assumed to be in good/excellent condition with a EULs of 20 years. Based on expected useful life, replacement of the fans is anticipated during the reserve period.

Domestic water to residential units will be provided to the building from the municipal supply system. A duplex water booster tank fill pump, in the water meter room will serve, two

combination domestic water and fire reserve tanks on the 36th Floor. These tanks then supply water to the four domestic water zones in the building. The pumps will be new and assumed to be in good/excellent condition with a useful life of 15 to 20 years. Based on expected useful life, replacement of the pumps is anticipated during the reserve period.

Domestic hot water will be generated at multiple zones via the aforementioned hydronic boilers. Domestic hot water will be generated via domestic hot water heat exchangers located on the 3rd, 16th and 34th floor, then distributed to their respective domestic water zones. The distribution system has an indeterminately long useful life; therefore, only routine maintenance is anticipated during the reserve period. The heat exchangers have a useful life of 20 years. Replacement of the heat exchangers is anticipated during the reserve period.

The building will have a duplex sewage ejector pump and two elevator sump pumps. The pumps will be new and assumed to be in good condition. Based on expected useful life, replacements are anticipated during the reserve period.

The electrical and gas service to the building will be provided by Consolidated Edison. The electrical and gas service will come into the building through the cellar. The building will have 3-phase, 4 wire service at 120/208 volts. There will be a 250 KW natural gas fired emergency generator providing back-up power to the elevators and emergency systems. The electrical and gas equipment will be new and in good to excellent condition. Based on expected useful life, replacement of the switchgear is not anticipated during the reserve period. However, a cost for the emergency generator has been included

The common area lighting on the exterior and interior of the building will be new and assumed to be in good/excellent condition. Based on expected useful life, replacement of the light fixtures is anticipated during the reserve period.

Interior

Whereas a finish schedule was provided for the residential units and back of house areas, a comprehensive finish schedule was not provided for amenity spaces. Therefore, SI's cost analysis has been completed based on assumptions with regards to finish materials.

It is assumed the entrance lobby, mailbox rooms and 1st floor elevator lobby will be finished with stone tile flooring, wall coverings, and painted ceilings. Bicycle storage rooms and storage areas will have painted or sealed concrete floors, and painted walls and ceilings. Based on an expected useful life, refinishing/replacement of the interior finishes is anticipated during the reserve period. It was reported that all painting will be performed in house with in house staff, therefore no cost for painting has been included in this study.

The common corridors above the lobby floor will have carpet floors, wall coverings and painted ceilings. The common interior finishes will be new and in good condition. Based on expected useful life, replacement of the carpet and wall covering and repainting of the walls and ceilings are anticipated during the reserve period. It was reported that all painting will be performed in house with in house staff, therefore no cost for painting has been included in this study.

The stairs in the building will be reinforced concrete with painted steel guard rails. The walls and ceilings in the stairways will be painted. The stairways will be new and assumed to be in good condition. Based on the expected useful life, repainting of the stairway components, walls, and ceilings is anticipated during the reserve period. It was reported that all painting will be performed in house with in house staff, therefore no cost for painting has been included in this study.

Amenities

The building will have two traction passenger elevators (PE-1 and PE-2), and a hydraulic service/freight elevator (PE-3). PE-1 and PE-2 will both serve the cellar through 34th floors. PE-2 will continue past the 34th floor to provide access to the 36th floor. The service elevator, PE-3, will service the cellar from the ground floor. The elevators and elevator machinery will be new and assumed to be in good condition. Based on expected useful life, replacement of the elevator controllers, machinery, and elevator cabs is anticipated during the reserve period.

There will be a mailroom with wall-mounted recessed mailboxes located past the elevator lobby. There will be a doorman/concierge desk and sitting area in the lobby. The lobby furnishings will be new and in good condition. Based on expected useful life, replacement of the lobby furnishings and mailboxes is anticipated during the reserve period. It was reported that all painting will be performed in house with in house staff, therefore no cost for painting has been included in this study.

Based on our review of the architectural drawings, there will be a room for resident storage, and a room for bicycle storage located in the cellar, as well as on the 4th and 6th floors. The provided finish schedule does not include these rooms. However, presumably, the finishes will include floor sealant, and painted wall finishes. The finishes will be new and in good condition. Replacements can be completed as part of the property's routine operational budget. It was reported that all painting will be performed in house with in house staff, therefore no cost for painting has been included in this study.

Additional amenity space will be provided on the second floor, which will include a fitness center, yoga studio, party room with pantry, and a media room. Cost for generic finishes include rubber tile and/or carpet flooring and painted walls and ceilings have been included in the reserve. Further, equipment and furniture in these rooms will be new and in good/excellent condition. We have included allowances for replacements during the reserve. It was reported that all painting will be performed in house with in house staff, therefore no cost for painting has been included in this study.

There will be a trash compactor located in the cellar. The trash compactor will be new and in good condition. Based on an expected useful life of 20 years, replacement of the trash compactor is anticipated during the reserve period.

There will be an entrance intercom and security systems installed. Based on an expected useful life of 15 years, replacement of these system is anticipated during the reserve period.



There will be a fire sprinkler system that covers the building. The sprinkler system will be supplied from the fire pump located in the cellar of the building. The Life Safety equipment includes plumbing, sprinkler heads, and hoses in all units and common areas and an alarm panel. The plumbing has an indeterminately long useful life and replacement is not anticipated in the next 30 years. Based on the useful life of the pumps, hoses, and alarm system, we anticipate replacement of these items during the reserve period.

6.0 ASSUMPTIONS

The study is based upon the following financial assumptions:

- Annual Contribution Increase - 10.00%
- Interest Earned - 2.00% (Average actual return reported by Property Management)
- Inflation on Reserve Items - 2.33%

7.0 SUMMARY OF RESULTS

Strategic Inspections was advised that purchasers are required to contribute one month of maintenance charges at closing to a dedicated reserve account. The one month for reserves will be deposited into the reserve account at each closing. This study utilizes an estimate of 72 closings in the first year of operations and 28 closings in year two. One month of purchaser's maintenance contribution is estimated to be $1,285.09 per unit. Therefore, SI has estimated that $92,526.48 will be deposited into the reserve account by the end of year one and $35,982.52 will be deposited into the reserve account by the end of year two.

As shown in the table below, the results of this reserve study show that a total of $93,537.48 in year one, $102,891.24 in year two, and $113,180.40 in year three are required to be deposited into the reserve fund over the first three years. Assuming the aforementioned $92,526.48 is deposited in year one and the $35,982.52 is deposited in year two, the additional annual contribution for the initial year of this Reserve Study is $1,011.00 and $66,908.72 for year two. Year three reserve contributions should increase to $113,180.40, with an annual increase of 10.0% per year over the remaining 30-year term.

As of July 1, 2021, the estimated current replacement cost of the reserve items is $5,538,687.89, and with an annual compounded inflation rate of 2.33% the future replacement cost is $8,861,048.64.

The following chart summarizes the required residential contributions (budget line item) for the first five years of this study, accounting for the aforementioned contributions at closings.



STRATEGIC INSPECTIONS

Year	Total Required Reserve Contribution	Estimated # Of Closings	1 Month Common Charge at Closing	Total Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Budget Line Item (Total Required Reserve Contribtuions above Contributions at Closings)
2021-2022	$ 93,537.48	72	$1,285.09	$ 92,526.48	$ 1,011.00
2022-2023	$102,891.24	28	$1,285.09	$ 35,982.52	$ 66,908.72
2023-2024	$113,180.40			$ -	$ 113,180.40
2024-2025	$124,498.44			$ -	$ 124,498.44
2025-2026	$136,948.32			$ -	$ 136,948.32

8.0 FUNDING PLAN

The operating budget should be adjusted to include a line item to cover the 1st year's recommended reserve amount of $1,011.00 or $0.84 per unit, per month.

9.0 LIMITATIONS

The observations described in this study are valid as to the date of the investigation and have been made under the conditions noted in the report. This study is limited to the documentation provided to us. This reserve study is a budgetary tool and no implication is made as to its uses as an engineering study.

This report does not render an opinion on un-evaluated portions of the project. We did not evaluate the following areas, and this report makes no representations or conclusions regarding:

- Unit interior finishes
- Interior unit systems and equipment
- All non-common elements

We did not include reserve funding for any items with an expected life beyond 30 years such as structural components. Some of these replacement costs are high dollar items and may need to be replaced between year 30 and year 40. Updating of the reserve study should be performed every two years to ensure proper funding is provided as the longer life items move within the 30-year evaluation period as the property ages.

We did not perform any computations or other engineering analysis as part of this evaluation, nor did we conduct a comprehensive code compliance investigation. This report should not be construed as providing any engineering or code compliance information. The appendices are an integral part of this report and must be included in any review.

STRATEGIC INSPECTIONS

In our Reserve Fund Analysis, we have provided estimated costs. These costs are based on our general knowledge of building systems as well as the contracting and construction industry. When appropriate, we have relied on standard sources, such as RSMeans Building Construction Cost Data, to develop estimates. However, for some items for which we have developed costs (e.g.: structural repairs), no standard guide for estimating such costs exists. Actual cost can vary significantly, based on availability of qualified contractors to do the work as well as other variables. We assume no liability and make no warranties, expressed or implied, as to the specific cost estimates provided.

We have performed no design work as a part of this study, nor have we obtained competitive quotations or estimates from contractors, as this is beyond the scope of this project. The actual cost to replace components and maintain items that we have identified may vary significantly from estimates and competitive quotations from contractors.

Attached please find a projected reserve fund analysis for non-annual repair/replacement items. This projection takes into consideration a reasonable return on invested money and inflation. Please review this thoroughly and advise us of any changes that may be necessary.

If you have any questions about this study or the reserve fund analysis, please feel free to contact us. Thank you for the opportunity to provide this service to you.

Respectfully submitted,

Christopher M. Bevis E.P.
Project Manager

Reviewed By:

David A. Pertuit, Jr., P.E.
Director of Technical Operations
Strategic Inspections, LLC.



Appendix A: RESERVE FUND ANALYSIS

368 Third Avenue Condominium

Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Property - Definition

Property Information

Property	368 Third Avenue Condominium	Initial Date		April 30, 2021
Address	368 Third Avenue	Analysis Date		July 1, 2021
City	New York	Number of Phases		1
State	New York	Number of Units		100
Zip	10016	Number of Models		1
Phone		Current Cost	$	5,538,687.89

Item Parameters

Common Area	69
Unit Parameters	0
Unit Expanded	0

Financial Parameters

Rate of Inflation	2.33	%	Loan/Special Assessment	No
Rate of Investment	2.00	%	Deferred Expenditures	No
Contribution Factor	10.00	%	Tax Rate	N/A
Adjustment Factor	-73.07	%		
Contingency Factor	0.00	%		
Contingency Time	0:00	YY:MM		
Contingency Amount	$ 0.00			

Property Criteria

Inflation Compounded	Monthly
Ownership Format	Wholly Owned
Minimum Life	2:00 YY:MM
Analysis Format	Analysis
Cash Flow Schedule	30 Years
Allocation Format	Proportional
Contribution Method	Future Cost
Measurement Basis	N/A

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368 Third Avenue Condominium

Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Financial - Analysis Summary

Global Factors		
Rate of Inflation		2.33 %
Net Rate of Investment		2.00 %
Weighted Average Life		20:07 YY:MM
Contribution Factor		10.00 %
Adjustment Factor		-73.07 %
Contingency Factor		0.00 %
Contingency Time		0:00 YY:MM
Replacement Costs		
Current Cost	$	5,538,687.89
Future Cost	$	8,861,048.64
Fund Balances		
Current Balance	$	0.00
Future Balance	$	0.00
Funds Required		
Funds Required	$	8,861,048.64
Monthly Contribution	$	7,794.79

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368 Third Avenue Condominium

Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Amenities								
Elevator cab doors	4/2046	$ 4,000.00	3 EA	$ 12,000	25:00	25:00	24:09	$ 21,349
Elevator Cabs	4/2036	11,500.00	2.87 EA	33,005	15:00	15:00	14:09	46,525
Elevator controller	4/2041	20,000.00	2.75 EA	55,000	20:00	20:00	19:09	87,100
Elevator Machinery upgrades 20+ Floors	4/2051	250,000.00	2 LS	500,000	30:00	30:00	29:09	999,355
Elevator shaftway doors	4/2046	3,000.00	74 EA	222,000	25:00	25:00	24:09	394,963
Fitness Equipment - Cardio	4/2031	4,000.00	12 Piece	48,000	10:00	10:00	9:09	60,229
Fitness Equipment - Strength	4/2031	3,000.00	7 Piece	21,000	10:00	10:00	9:09	26,350
Hydraulic Elevator	4/2051	70,000.00	1 EA	70,000	30:00	30:00	29:09	139,909
Lobby Furnishings	4/2033	60.00	500 SF	30,000	12:00	12:00	11:09	39,437
Mailboxes	4/2041	75.00	100 EA	7,500	20:00	20:00	19:09	11,877
Media Room Furnishings	4/2031	40,000.00	1 LS	40,000	10:00	10:00	9:09	50,190
Party Room Furnishings	4/2036	40,000.00	1 LS	40,000	15:00	15:00	14:09	56,386
Party Room Panty (kitchenette)	4/2031	20,000.00	1 LS	20,000	10:00	10:00	9:09	25,095
Roof Terrace Furnishings	4/2031	10,000.00	1 LS	10,000	10:00	10:00	9:09	12,547
Security Camera System	4/2036	500.00	10 Camera	5,000	15:00	15:00	14:09	7,048
Trash Compactor	4/2041	14,000.00	1 EA	14,000	20:00	20:00	19:09	22,171
				$ 1,127,505				$ 2,000,537
Building Exterior								
Concrete Flatwork	4/2041	$ 11.00	350 SF	$ 3,850	20:00	20:00	19:09	$ 6,097
Exterior Caulking and Sealants	4/2031	2.25	8,750 LF	19,687	10:00	10:00	9:09	24,703
Façade Repairs (Allowance)	4/2031	250,000.00	1 LS	250,000	10:00	10:00	9:09	313,693
Glass Entrance Doors	4/2046	6,200.00	2 LS	12,400	25:00	25:00	24:09	22,061
Hollow Core Ext Door - Double	4/2046	1,200.00	3 EA	3,600	25:00	25:00	24:09	6,404
IRMA W/ Pavers	4/2041	35.00	6,300 SF	220,500	20:00	20:00	19:09	349,193
Replace Railings	4/2046	125.00	295 LF	36,875	25:00	25:00	24:09	65,604
Seal and Paint Exterior	4/2031	2.00	21,000 SF	42,000	10:00	10:00	9:09	52,700
Windows	4/2046	8,000.00	100 Unit	800,000	25:00	25:00	24:09	1,423,291

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368 Third Avenue Condominium

Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Building Interior								
				$ 1,388,912				$ 2,263,750
Carpet (Amenities)	4/2029	$ 8.50	1,568 SF	$ 13,328	8:00	8:00	7:09	$ 15,962
Carpet (corridors)	4/2029	8.50	8,112 SF	68,952	8:00	8:00	7:09	82,583
Intercom System	4/2036	10,000.00	1 EA	10,000	15:00	15:00	14:09	14,096
Rubber Tile Floor	4/2036	8.00	1,662 SF	13,296	15:00	15:00	14:09	18,742
Stone Tile Flooring	4/2046	26.00	862 SF	22,412	25:00	25:00	24:09	39,873
Wall Covering	4/2031	6.00	28,323 SF	169,938	10:00	10:00	9:09	213,233
				$ 297,926				$ 384,492
Mechanical								
AHU, 10,500 CFM w/ ERU	5/2042	$ 65,000.00	1 EA	$ 65,000	20:00	21:01	20:10	$ 105,565
AHU, 450 CFM	4/2041	3,150.00	1 EA	3,150	20:00	20:00	19:09	4,988
Air Handling Unit - 7.5-Ton	4/2041	5,200.00	1 EA	5,200	20:00	20:00	19:09	8,234
Boiler, condensing hot water, 5,000 MBH	4/2046	106,939.20	2 EA	213,878	25:00	25:00	24:09	380,514
Common Lighting	4/2046	2,500.00	36 Floor	90,000	25:00	25:00	24:09	160,120
Cooling tower, 450-ton	4/2046	80,016.93	1 EA	80,016	25:00	25:00	24:09	142,359
Domestic Hot Water Generation Plant	4/2041	80,000.00	4 LS	320,000	20:00	20:00	19:09	506,766
Duplex Booster Pumps	4/2036	36,000.00	3 EA	108,000	15:00	15:00	14:09	152,242
Duplex Hot Water Circulation Pumps	4/2036	36,000.00	4 EA	144,000	15:00	15:00	14:09	202,989
Duplex Sewage Ejector Pump	4/2046	3,198.00	1 EA	3,198	25:00	25:00	24:09	5,689
Duplex sump pumps	4/2041	5,314.00	2 EA	10,628	20:00	20:00	19:09	16,830
Elevator Sump Pump	4/2041	1,950.00	2 EA	3,900	20:00	20:00	19:09	6,176
Fans, inline, 1/2 H.P.	4/2041	1,156.59	1 EA	1,156	20:00	20:00	19:09	1,831
Fans, utility set, 1 H.P.	4/2041	4,837.89	1 EA	4,837	20:00	20:00	19:09	7,661
Fans, utility set, 5 H.P.	4/2041	8,225.83	2 EA	16,451	20:00	20:00	19:09	26,053
Gas Booster Pump	4/2036	2,400.00	1 EA	2,400	15:00	15:00	14:09	3,383
Generator, gas, 250 kW	4/2046	150,000.00	1 EA	150,000	25:00	25:00	24:09	266,867

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Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Mechanical								
Plate Heat Exchanger	5/45 - 5/47	$ 65,000.00	2 EA	$ 130,000	26:00	26:00	24:10	$ 231,796
Pump, in-line, 15 H.P.	4/2041	13,501.68	2 EA	27,003	20:00	20:00	19:09	42,763
Pump, in-line, 40 H.P.	4/2041	22,678.50	2 EA	45,357	20:00	20:00	19:09	71,829
Pump, in-line, 60 H.P.	4/2041	25,404.98	2 EA	50,809	20:00	20:00	19:09	80,464
RTU, 22-25-ton	4/2041	44,991.60	1 EA	44,991	20:00	20:00	19:09	71,250
VRV Condenser - 10-Ton (WCCU-C)	4/2036	35,000.00	4 EA	140,000	15:00	15:00	14:09	197,351
VRV Condenser - 12-Ton (WCCU-D)	4/2036	37,000.00	13 EA	481,000	15:00	15:00	14:09	678,041
VRV Condenser - 16-Ton (WCCU-E)	4/2036	43,000.00	1 EA	43,000	15:00	15:00	14:09	60,614
VRV Condenser - 24-Ton (WCCU-F)	4/2037	74,000.00	1 EA	74,000	16:00	16:00	15:09	106,770
VRV Condenser - 4-Ton (ACCU-1)	4/2036	16,000.00	1 EA	16,000	15:00	15:00	14:09	22,554
VRV Condenser - 6-Ton (WCCU-A)	4/2036	25,000.00	8 EA	200,000	15:00	15:00	14:09	281,930
VRV Condenser - 8-Ton (WCCU-B)	4/2036	33,000.00	4 EA	132,000	15:00	15:00	14:09	186,073
VRV Fan Coil - 0.6-Ton - (FCU-AQ07)	4/2041	2,770.00	1 EA	2,770	20:00	20:00	19:09	4,386
VRV Fan Coil - 0.75-Ton (FCU-AQ09)	4/2041	2,840.00	1 EA	2,840	20:00	20:00	19:09	4,497
VRV Fan Coil - 1-Ton (FCU-AQ12)	4/2041	2,940.00	2 EA	5,880	20:00	20:00	19:09	9,311
VRV Fan Coil - 1.5-Ton (FCU-SQ18)	4/2041	3,015.00	1 EA	3,015	20:00	20:00	19:09	4,774
VRV Fan Coil - 2-Ton (FCU-AQ/SQ24)	4/2041	3,370.00	8 EA	26,960	20:00	20:00	19:09	42,695
VRV Fan Coil - 3-Ton (FCU-HQ36)	4/2041	4,225.00	4 EA	16,900	20:00	20:00	19:09	26,763
Water Cooled Condenser Unit - 7.5-Ton	4/2036	10,000.00	1 EA	10,000	15:00	15:00	14:09	14,096
Water Storage Tank-15,000 Gal	4/2046	15,000.00	1 EA	15,000	25:00	25:00	24:09	26,686
				$ 2,689,344				$ 4,162,930
Other								
Fire Alarm System	4/2036	$ 350.00	100 Unit	$ 35,000	15:00	15:00	14:09	$ 49,337
				$ 35,000				$ 49,337
				$ 5,538,687				$ 8,861,048

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
AHU, 10,500 CFM w/ ERU									
	AC-16-1	05/30/2042	$ 65,000.00	1 EA	$ 65,000	20:00	21:01	20:10	$ 105,565
					$ 65,000				$ 105,565
AHU, 450 CFM									
	AC-16-2	04/30/2041	$ 3,150.00	1 EA	$ 3,150	20:00	20:00	19:09	$ 4,988
					$ 3,150				$ 4,988
Air Handling Unit - 7.5-Ton									
	AC-1-1	04/30/2041	$ 5,200.00	1 EA	$ 5,200	20:00	20:00	19:09	$ 8,234
					$ 5,200				$ 8,234
Boiler, condensing hot water, 5,000 MBH									
	B-34-1	04/30/2046	$ 106,939.20	1 EA	$ 106,939	25:00	25:00	24:09	$ 190,257
	B-34-2	04/30/2046	106,939.20	1 EA	106,939	25:00	25:00	24:09	190,257
					$ 213,878				$ 380,514
Carpet (Amenities)									
	Party Room	04/30/2029	$ 8.50	1,116 SF	$ 9,486	8:00	8:00	7:09	$ 11,361
	Media Room	04/30/2029	8.50	452 SF	3,842	8:00	8:00	7:09	4,601
					$ 13,328				$ 15,962
Carpet (corridors)									
	2nd (430SF)	04/30/2029	$ 8.50	430 SF	$ 3,655	8:00	8:00	7:09	$ 4,377
	3-5 (410 SF)	04/30/2029	8.50	1,230 SF	10,455	8:00	8:00	7:09	12,521
	6-7 (480 SF)	04/30/2029	8.50	960 SF	8,160	8:00	8:00	7:09	9,773
	8-9 (181SF)	04/30/2029	8.50	362 SF	3,077	8:00	8:00	7:09	3,685
	10-15 (207SF)	04/30/2029	8.50	1,242 SF	10,557	8:00	8:00	7:09	12,644
	16 (240SF)	04/30/2029	8.50	240 SF	2,040	8:00	8:00	7:09	2,443
	17-31 (207SF)	04/30/2029	8.50	3,105 SF	26,392	8:00	8:00	7:09	31,610
	32-33,35(181SF)	04/30/2029	8.50	543 SF	4,615	8:00	8:00	7:09	5,527
					$ 68,952				$ 82,583

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Analysis Date - July 1, 2021

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Common Lighting									
		04/30/2046	$ 2,500.00	36 Floor	$ 90,000	25:00	25:00	24:09	$ 160,120
					$ 90,000				$ 160,120
Concrete Flatwork									
		04/30/2041	$ 11.00	350 SF	$ 3,850	20:00	20:00	19:09	$ 6,097
					$ 3,850				$ 6,097
Cooling tower, 450 ton									
	CT-1	04/30/2046	$ 80,016.93	1 EA	$ 80,016	25:00	25:00	24:09	$ 142,359
					$ 80,016				$ 142,359
Domestic Hot Water Generation Plant									
	DHWG-3-1	04/30/2041	$ 80,000.00	1 LS	$ 80,000	20:00	20:00	19:09	$ 126,691
	DHWG-16-1	04/30/2041	80,000.00	1 LS	80,000	20:00	20:00	19:09	126,691
	DHWG-16-2	04/30/2041	80,000.00	1 LS	80,000	20:00	20:00	19:09	126,691
	DHWG-35-1	04/30/2041	80,000.00	1 LS	80,000	20:00	20:00	19:09	126,691
					$ 320,000				$ 506,766
Duplex Booster Pumps									
	TFP-C-1	04/30/2036	$ 36,000.00	1 EA	$ 36,000	15:00	15:00	14:09	$ 50,747
	DBP-34-	04/30/2036	36,000.00	1 EA	36,000	15:00	15:00	14:09	50,747
	DBP-34-2	04/30/2036	36,000.00	1 EA	36,000	15:00	15:00	14:09	50,747
					$ 108,000				$ 152,242
Duplex Hot Water Circulation Pumps									
	HWR-3-1	04/30/2036	$ 36,000.00	1 EA	$ 36,000	15:00	15:00	14:09	$ 50,747
	HWR-16-1	04/30/2036	36,000.00	1 EA	36,000	15:00	15:00	14:09	50,747
	HWR-16-2	04/30/2036	36,000.00	1 EA	36,000	15:00	15:00	14:09	50,747
	HWR-35-1	04/30/2036	36,000.00	1 EA	36,000	15:00	15:00	14:09	50,747
					$ 144,000				$ 202,989

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Duplex Sewage Ejector Pump									
	SE-c-1	04/30/2046	$ 3,198.00	1 EA	$ 3,198	25:00	25:00	24:09	$ 5,689
					$ 3,198				$ 5,689
Duplex sump pumps									
	SP-C-1	04/30/2041	$ 5,314.00	1 EA	$ 5,314	20:00	20:00	19:09	$ 8,415
	SP-C-4	04/30/2041	5,314.00	1 EA	5,314	20:00	20:00	19:09	8,415
					$ 10,628				$ 16,830
Elevator cab doors									
	PE-1	04/30/2046	$ 4,000.00	1 EA	$ 4,000	25:00	25:00	24:09	$ 7,116
	PE-2	04/30/2046	4,000.00	1 EA	4,000	25:00	25:00	24:09	7,116
	PE-3	04/30/2046	4,000.00	1 EA	4,000	25:00	25:00	24:09	7,116
					$ 12,000				$ 21,349
Elevator Cabs									
	PE-1	04/30/2036	$ 11,500.00	1 EA	$ 11,500	15:00	15:00	14:09	$ 16,210
	PE-2	04/30/2036	11,500.00	1 EA	11,500	15:00	15:00	14:09	16,210
	PE-3	04/30/2036	11,500.00	0.87 EA	10,005	15:00	15:00	14:09	14,103
					$ 33,005				$ 46,525
Elevator controller									
	PE-1	04/30/2041	$ 20,000.00	1 EA	$ 20,000	20:00	20:00	19:09	$ 31,672
	PE-2	04/30/2041	20,000.00	1 EA	20,000	20:00	20:00	19:09	31,672
	PE-3	04/30/2041	20,000.00	0.75 EA	15,000	20:00	20:00	19:09	23,754
					$ 55,000				$ 87,100
Elevator Machinery upgrades 20+ Floors									
	PE-1	04/30/2051	$ 250,000.00	1 LS	$ 250,000	30:00	30:00	29:09	$ 499,677
	PE-2	04/30/2051	250,000.00	1 LS	250,000	30:00	30:00	29:09	499,677
					$ 500,000				$ 999,355

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Elevator shaftway doors									
	PE-1	04/30/2046	$ 3,000.00	35 EA	$ 105,000	25:00	25:00	24:09	$ 186,807
	PE-2	04/30/2046	3,000.00	37 EA	111,000	25:00	25:00	24:09	197,481
	PE-3	04/30/2046	3,000.00	2 EA	6,000	25:00	25:00	24:09	10,674
					$ 222,000				$ 394,963
Elevator Sump Pump									
	SP-C-2	04/30/2041	$ 1,950.00	1 EA	$ 1,950	20:00	20:00	19:09	$ 3,088
	SP-C-3	04/30/2041	1,950.00	1 EA	1,950	20:00	20:00	19:09	3,088
					$ 3,900				$ 6,176
Exterior Caulking and Sealants									
		04/30/2031	$ 2.25	8,750 LF	$ 19,687	10:00	10:00	9:09	$ 24,703
					$ 19,687				$ 24,703
Façade Repairs (Allowance)									
		04/30/2031	$ 250,000.00	1 LS	$ 250,000	10:00	10:00	9:09	$ 313,693
					$ 250,000				$ 313,693
Fans, inline, 1/2 H.P.									
	EF-34-1	04/30/2041	$ 1,156.59	1 EA	$ 1,156	20:00	20:00	19:09	$ 1,831
					$ 1,156				$ 1,831
Fans, utility set, 1 H.P.									
	KFX-34-1	04/30/2041	$ 4,837.89	1 EA	$ 4,837	20:00	20:00	19:09	$ 7,661
					$ 4,837				$ 7,661
Fans, utility set, 5 H.P.									
	PFSP-35-1	04/30/2041	$ 8,225.83	1 EA	$ 8,225	20:00	20:00	19:09	$ 13,026
	PFSP-R-1	04/30/2041	8,225.83	1 EA	8,225	20:00	20:00	19:09	13,026
					$ 16,451				$ 26,053

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Item Parameters - Detail

Reserve Item / Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Fire Alarm System									
		04/30/2036	$ 350.00	100 Unit	$ 35,000	15:00	15:00	14:09	$ 49,337
					$ 35,000				$ 49,337
Fitness Equipment - Cardio									
		04/30/2031	$ 4,000.00	12 Piece	$ 48,000	10:00	10:00	9:09	$ 60,229
					$ 48,000				$ 60,229
Fitness Equipment - Strength									
		04/30/2031	$ 3,000.00	7 Piece	$ 21,000	10:00	10:00	9:09	$ 26,350
					$ 21,000				$ 26,350
Gas Booster Pump									
	GBP-3-1	04/30/2036	$ 2,400.00	1 EA	$ 2,400	15:00	15:00	14:09	$ 3,383
					$ 2,400				$ 3,383
Generator, gas, 250 kW									
		04/30/2046	$ 150,000.00	1 EA	$ 150,000	25:00	25:00	24:09	$ 266,867
					$ 150,000				$ 266,867
Glass Entrance Doors									
		04/30/2046	$ 6,200.00	2 LS	$ 12,400	25:00	25:00	24:09	$ 22,061
					$ 12,400				$ 22,061
Hollow Core Ext Door - Double									
		04/30/2046	$ 1,200.00	3 EA	$ 3,600	25:00	25:00	24:09	$ 6,404
					$ 3,600				$ 6,404
Hydraulic Elevator									
	PE-3	04/30/2051	$ 70,000.00	1 EA	$ 70,000	30:00	30:00	29:09	$ 139,909
					$ 70,000				$ 139,909
Intercom System									
		04/30/2036	$ 10,000.00	1 EA	$ 10,000	15:00	15:00	14:09	$ 14,096

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
IRMA W/ Pavers									
					$ 10,000				$ 14,096
	6C Terr	04/30/2041	$ 35.00	440 SF	$ 15,400	20:00	20:00	19:09	$ 24,388
	6D Terr	04/30/2041	35.00	440 SF	15,400	20:00	20:00	19:09	24,388
	10A Terr	04/30/2041	35.00	420 SF	14,700	20:00	20:00	19:09	23,279
	33A Terr	04/30/2041	35.00	300 SF	10,500	20:00	20:00	19:09	16,628
	33B Terr	04/30/2041	35.00	300 SF	10,500	20:00	20:00	19:09	16,628
	33rd Roof N	04/30/2041	35.00	665 SF	23,275	20:00	20:00	19:09	36,859
	33rd Roof S	04/30/2041	35.00	665 SF	23,275	20:00	20:00	19:09	36,859
	35th Terr	04/30/2041	35.00	525 SF	18,375	20:00	20:00	19:09	29,099
	Main Roof	04/30/2041	35.00	1,945 SF	68,075	20:00	20:00	19:09	107,806
	Bulkhead Roof	04/30/2041	35.00	600 SF	21,000	20:00	20:00	19:09	33,256
					$ 220,500				$ 349,193
Lobby Furnishings									
		04/30/2033	$ 60.00	500 SF	$ 30,000	12:00	12:00	11:09	$ 39,437
					$ 30,000				$ 39,437
Mailboxes									
		04/30/2041	$ 75.00	100 EA	$ 7,500	20:00	20:00	19:09	$ 11,877
					$ 7,500				$ 11,877
Media Room Furnishings									
		04/30/2031	$ 40,000.00	1 LS	$ 40,000	10:00	10:00	9:09	$ 50,190
					$ 40,000				$ 50,190
Party Room Furnishings									
		04/30/2036	$ 40,000.00	1 LS	$ 40,000	15:00	15:00	14:09	$ 56,386
					$ 40,000				$ 56,386

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Party Room Panty (kitchenette)									
		04/30/2031	$ 20,000.00	1 LS	$ 20,000	10:00	10:00	9:09	$ 25,095
					$ 20,000				$ 25,095
Plate Heat Exchanger									
	PCWHX-34-1	05/01/2045	$ 65,000.00	1 EA	$ 65,000	26:00	26:00	23:10	$ 113,201
	PCWHX-34-2	05/01/2047	65,000.00	1 EA	65,000	26:00	26:00	25:10	118,595
					$ 130,000				$ 231,796
Pump, in-line, 15 H.P.									
	PCWP-34-1	04/30/2041	$ 13,501.68	1 EA	$ 13,501	20:00	20:00	19:09	$ 21,381
	PCWP-34-2	04/30/2041	13,501.68	1 EA	13,501	20:00	20:00	19:09	21,381
					$ 27,003				$ 42,763
Pump, in-line, 40 H.P.									
	PHWP-34-1	04/30/2041	$ 22,678.50	1 EA	$ 22,678	20:00	20:00	19:09	$ 35,914
	PHWP-34-2	04/30/2041	22,678.50	1 EA	22,678	20:00	20:00	19:09	35,914
					$ 45,357				$ 71,829
Pump, in-line, 60 H.P.									
	SCWP-34-1	04/30/2041	$ 25,404.98	1 EA	$ 25,404	20:00	20:00	19:09	$ 40,232
	SCWP-34-2	04/30/2041	25,404.98	1 EA	25,404	20:00	20:00	19:09	40,232
					$ 50,809				$ 80,464
Replace Railings									
	6C Terr	04/30/2046	$ 125.00	40 LF	$ 5,000	25:00	25:00	24:09	$ 8,895
	6D Terr	04/30/2046	125.00	40 LF	5,000	25:00	25:00	24:09	8,895
	10A Terr	04/30/2046	125.00	65 LF	8,125	25:00	25:00	24:09	14,455
	33A Terr	04/30/2046	125.00	38 LF	4,750	25:00	25:00	24:09	8,450
	33B Terr	04/30/2046	125.00	38 LF	4,750	25:00	25:00	24:09	8,450
	35th Terr	04/30/2046	125.00	74 LF	9,250	25:00	25:00	24:09	16,456
					$ 36,875				$ 65,604

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Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Roof Terrace Furnishings									
		04/30/2031	$ 10,000.00	1 LS	$ 10,000	10:00	10:00	9:09	$ 12,547
					$ 10,000				$ 12,547
RTU, 22-25 ton									
	RTU-1	04/30/2041	$ 44,991.60	1 EA	$ 44,991	20:00	20:00	19:09	$ 71,250
					$ 44,991				$ 71,250
Rubber Tile Floor									
	Fitness	04/30/2036	$ 8.00	1,120 SF	$ 8,960	15:00	15:00	14:09	$ 12,630
	Yoga	04/30/2036	8.00	542 SF	4,336	15:00	15:00	14:09	6,112
					$ 13,296				$ 18,742
Seal and Paint Exterior									
		04/30/2031	$ 2.00	21,000 SF	$ 42,000	10:00	10:00	9:09	$ 52,700
					$ 42,000				$ 52,700
Security Camera System									
		04/30/2036	$ 500.00	10 Camera	$ 5,000	15:00	15:00	14:09	$ 7,048
					$ 5,000				$ 7,048
Stone Tile Flooring									
	North Lobby	04/30/2046	$ 26.00	75 SF	$ 1,950	25:00	25:00	24:09	$ 3,469
	South Lobby	04/30/2046	26.00	460 SF	11,960	25:00	25:00	24:09	21,278
	1st Elev Lobb	04/30/2046	26.00	172 SF	4,472	25:00	25:00	24:09	7,956
	Mail Rooms	04/30/2046	26.00	155 SF	4,030	25:00	25:00	24:09	7,169
					$ 22,412				$ 39,873
Trash Compactor									
		04/30/2041	$ 14,000.00	1 EA	$ 14,000	20:00	20:00	19:09	$ 22,171
					$ 14,000				$ 22,171

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
VRV Condenser - 10-Ton (WCCU-C)									
	Units 21-25A	04/30/2036	$ 35,000.00	1 EA	$ 35,000	15:00	15:00	14:09	$ 49,337
	Units 21-25D	04/30/2036	35,000.00	1 EA	35,000	15:00	15:00	14:09	49,337
	Un 13B, 14-15C	04/30/2036	35,000.00	1 EA	35,000	15:00	15:00	14:09	49,337
	Un 3-7C, 3-5D	04/30/2036	35,000.00	1 EA	35,000	15:00	15:00	14:09	49,337
					$ 140,000				$ 197,351
VRV Condenser - 12-Ton (WCCU-D)									
	Un 32AL1, 33AL2	04/30/2036	$ 37,000.00	1 EA	$ 37,000	15:00	15:00	14:09	$ 52,157
	Un 32BL1, 33BL2	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 28-29A	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 30-31A	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 17-19B	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 20-22B	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 23-25B	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 17-19C	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 20-22C	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 23-25C	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Un 14A/B, 15A/B	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Un10-13C,14-15	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
	Units 3-7B	04/30/2036	37,000.00	1 EA	37,000	15:00	15:00	14:09	52,157
					$ 481,000				$ 678,041
VRV Condenser - 16-Ton (WCCU-E)									
	Unit 10-13A	04/30/2036	$ 43,000.00	1 EA	$ 43,000	15:00	15:00	14:09	$ 60,614
					$ 43,000				$ 60,614
VRV Condenser - 24-Ton (WCCU-F)									
	Amenities	04/30/2037	$ 74,000.00	1 EA	$ 74,000	16:00	16:00	15:09	$ 106,770
					$ 74,000				$ 106,770

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
VRV Condenser - 4-Ton (ACCU-1)									
	EMR	04/30/2036	$ 16,000.00	1 EA	$ 16,000	15:00	15:00	14:09	$ 22,554
					$ 16,000				$ 22,554
VRV Condenser - 6-Ton (WCCU-A)									
	34th BoH	04/30/2036	$ 25,000.00	1 EA	$ 25,000	15:00	15:00	14:09	$ 35,241
	Units 26-27A	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
	Units 26-27B	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
	Units 28-29B	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
	Units 30-31B	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
	Units 10-12B	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
	Units 3-7A	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
	Un 8B/C, 9B/C	04/30/2036	25,000.00	1 EA	25,000	15:00	15:00	14:09	35,241
					$ 200,000				$ 281,930
VRV Condenser - 8-Ton (WCCU-B)									
	Un 17-19A, 20A	04/30/2036	$ 33,000.00	1 EA	$ 33,000	15:00	15:00	14:09	$ 46,518
	Un 17-19D, 20D	04/30/2036	33,000.00	1 EA	33,000	15:00	15:00	14:09	46,518
	Units 8-9A	04/30/2036	33,000.00	1 EA	33,000	15:00	15:00	14:09	46,518
	Un 2A, 3-6E, 7D	04/30/2036	33,000.00	1 EA	33,000	15:00	15:00	14:09	46,518
					$ 132,000				$ 186,073
VRV Fan Coil - 0.6-Ton - (FCU-AQ07)									
	34th Elec Room	04/30/2041	$ 2,770.00	1 EA	$ 2,770	20:00	20:00	19:09	$ 4,386
					$ 2,770				$ 4,386
VRV Fan Coil - 0.75-Ton (FCU-AQ09)									
	Super Office	04/30/2041	$ 2,840.00	1 EA	$ 2,840	20:00	20:00	19:09	$ 4,497
					$ 2,840				$ 4,497
VRV Fan Coil - 1-Ton (FCU-AQ12)									
	Laundry	04/30/2041	$ 2,940.00	1 EA	$ 2,940	20:00	20:00	19:09	$ 4,655

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
VRV Fan Coil - 1-Ton (FCU-AQ12)									
	34th Telcom Rm	04/30/2041	$ 2,940.00	1 EA	$ 2,940	20:00	20:00	19:09	$ 4,655
					$ 5,880				$ 9,311
VRV Fan Coil - 1.5-Ton (FCU-SQ18)									
	Pantry	04/30/2041	$ 3,015.00	1 EA	$ 3,015	20:00	20:00	19:09	$ 4,774
					$ 3,015				$ 4,774
VRV Fan Coil - 2-Ton (FCU-AQ/SQ24)									
	Compactor	04/30/2041	$ 3,370.00	1 EA	$ 3,370	20:00	20:00	19:09	$ 5,336
	EMR	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
	Fitness	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
	Fitness	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
	Yoga	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
	2nd Restroom	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
	Elev Mach Rm	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
	Elev Mach Rm	04/30/2041	3,370.00	1 EA	3,370	20:00	20:00	19:09	5,336
					$ 26,960				$ 42,695
VRV Fan Coil - 3-Ton (FCU-HQ36)									
	Elec Swch Gear	04/30/2041	$ 4,225.00	1 EA	$ 4,225	20:00	20:00	19:09	$ 6,690
	Elec Swch Gear	04/30/2041	4,225.00	1 EA	4,225	20:00	20:00	19:09	6,690
	Package	04/30/2041	4,225.00	1 EA	4,225	20:00	20:00	19:09	6,690
	34th EM Elec Rm	04/30/2041	4,225.00	1 EA	4,225	20:00	20:00	19:09	6,690
					$ 16,900				$ 26,763
Wall Covering									
	2nd (1320SF)	04/30/2031	$ 6.00	1,320 SF	$ 7,920	10:00	10:00	9:09	$ 9,937
	3-5 (1263SF)	04/30/2031	6.00	3,789 SF	22,734	10:00	10:00	9:09	28,526
	6-7 (1462SF)	04/30/2031	6.00	2,924 SF	17,544	10:00	10:00	9:09	22,013
	8-9 (614SF)	04/30/2031	6.00	1,228 SF	7,368	10:00	10:00	9:09	9,245

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Wall Covering									
	10-15 (688SF)	04/30/2031	$ 6.00	4,128 SF	$ 24,768	10:00	10:00	9:09	$ 31,078
	16 (782SF)	04/30/2031	6.00	782 SF	4,692	10:00	10:00	9:09	5,887
	17-31 (688SF)	04/30/2031	6.00	10,320 SF	61,920	10:00	10:00	9:09	77,695
	32-33,35(614SF)	04/30/2031	6.00	1,842 SF	11,052	10:00	10:00	9:09	13,867
	North Lobby	04/30/2031	6.00	360 SF	2,160	10:00	10:00	9:09	2,710
	South Lobby	04/30/2031	6.00	650 SF	3,900	10:00	10:00	9:09	4,893
	1st Elev Lobb	04/30/2031	6.00	480 SF	2,880	10:00	10:00	9:09	3,613
	Mail Rooms	04/30/2031	6.00	500 SF	3,000	10:00	10:00	9:09	3,764
					$ 169,938				$ 213,233
Water Cooled Condenser Unit - 7.5-Ton									
	CU-C-1	04/30/2036	$ 10,000.00	1 EA	$ 10,000	15:00	15:00	14:09	$ 14,096
					$ 10,000				$ 14,096
Water Storage Tank-15,000 Gal									
		04/30/2046	$ 15,000.00	1 EA	$ 15,000	25:00	25:00	24:09	$ 26,686
					$ 15,000				$ 26,686
Windows									
		04/30/2046	$ 8,000.00	100 Unit	$ 800,000	25:00	25:00	24:09	$ 1,423,291
					$ 800,000				$ 1,423,291
					$ 5,538,687				$ 8,861,048

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Expenditures

Reserve Item	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
AHU, 10,500 CFM w/ ERU										
AHU, 450 CFM										
Air Handling Unit - 7.5-Ton										
Boiler, condensing hot water, 5,000 M										
Carpet (Amenities)								15,962		
Carpet (corridors)								82,583		
Common Lighting										
Concrete Flatwork										
Cooling tower, 450 ton										
Domestic Hot Water Generation Plant										
Duplex Booster Pumps										
Duplex Hot Water Circulation Pumps										
Duplex Sewage Ejector Pump										
Duplex sump pumps										
Elevator cab doors										
Elevator Cabs										
Elevator controller										
Elevator Machinery upgrades 20+ Floo										
Elevator shaftway doors										
Elevator Sump Pump										
Exterior Caulking and Sealants										24,703
Façade Repairs (Allowance)										313,693
Fans, inline, 1/2 H.P.										
Fans, utility set, 1 H.P.										
Fans, utility set, 5 H.P.										
Fire Alarm System										
Fitness Equipment - Cardio										60,229
Fitness Equipment - Strength										26,350
Gas Booster Pump										

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Expenditures

Reserve Item	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Generator, gas, 250 kW										
Glass Entrance Doors										
Hollow Core Ext Door - Double										
Hydraulic Elevator										
Intercom System										
IRMA W/ Pavers										
Lobby Furnishings										
Mailboxes										
Media Room Furnishings										50,190
Party Room Furnishings										
Party Room Panty (kitchenette)										25,095
Plate Heat Exchanger										
Pump, in-line, 15 H.P.										
Pump, in-line, 40 H.P.										
Pump, in-line, 60 H.P.										
Replace Railings										
Roof Terrace Furnishings										12,547
RTU, 22-25 ton										
Rubber Tile Floor										
Seal and Paint Exterior										52,700
Security Camera System										
Stone Tile Flooring										
Trash Compactor										
VRV Condenser - 10-Ton (WCCU-C)										
VRV Condenser - 12-Ton (WCCU-D)										
VRV Condenser - 16-Ton (WCCU-E)										
VRV Condenser - 24-Ton (WCCU-F)										
VRV Condenser - 4-Ton (ACCU-1)										
VRV Condenser - 6-Ton (WCCU-A)										

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Expenditures

Reserve Item	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
VRV Condenser - 8-Ton (WCCU-B)										
VRV Fan Coil - 0.6-Ton - (FCU-AQ07)										
VRV Fan Coil - 0.75-Ton (FCU-AQ09)										
VRV Fan Coil - 1-Ton (FCU-AQ12)										
VRV Fan Coil - 1.5-Ton (FCU-SQ18)										
VRV Fan Coil - 2-Ton (FCU-AQ/SQ24)										
VRV Fan Coil - 3-Ton (FCU-HQ36)										
Wall Covering										213,233
Water Cooled Condenser Unit - 7.5-To										
Water Storage Tank-15,000 Gal										
Windows										
	$0	$0	$0	$0	$0	$0	$0	$98,546	$0	$778,744

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Expenditures

Reserve Item	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41
AHU, 10,500 CFM w/ ERU										
AHU, 450 CFM										4,988
Air Handling Unit - 7.5-Ton										8,234
Boiler, condensing hot water, 5,000 M										
Carpet (Amenities)						19,230				
Carpet (corridors)						99,487				
Common Lighting										
Concrete Flatwork										6,097
Cooling tower, 450 ton										
Domestic Hot Water Generation Plant										506,766
Duplex Booster Pumps					152,242					
Duplex Hot Water Circulation Pumps					202,989					
Duplex Sewage Ejector Pump										
Duplex sump pumps										16,830
Elevator cab doors										
Elevator Cabs					46,525					
Elevator controller										87,100
Elevator Machinery upgrades 20+ Floo										
Elevator shaftway doors										
Elevator Sump Pump										6,176
Exterior Caulking and Sealants										31,178
Façade Repairs (Allowance)										395,911
Fans, inline, 1/2 H.P.										1,831
Fans, utility set, 1 H.P.										7,661
Fans, utility set, 5 H.P.										26,053
Fire Alarm System					49,337					
Fitness Equipment - Cardio										76,014
Fitness Equipment - Strength										33,256
Gas Booster Pump					3,383					

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Expenditures

Reserve Item	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41
Generator, gas, 250 kW										
Glass Entrance Doors										
Hollow Core Ext Door - Double										
Hydraulic Elevator										
Intercom System					14,096					
IRMA W/ Pavers										349,193
Lobby Furnishings		39,437								
Mailboxes										11,877
Media Room Furnishings										63,345
Party Room Furnishings					56,386					
Party Room Panty (kitchenette)										31,672
Plate Heat Exchanger										
Pump, in-line, 15 H.P.										42,763
Pump, in-line, 40 H.P.										71,829
Pump, in-line, 60 H.P.										80,464
Replace Railings										
Roof Terrace Furnishings										15,836
RTU, 22-25 ton										71,250
Rubber Tile Floor					18,742					
Seal and Paint Exterior										66,513
Security Camera System					7,048					
Stone Tile Flooring										
Trash Compactor										22,171
VRV Condenser - 10-Ton (WCCU-C)					197,351					
VRV Condenser - 12-Ton (WCCU-D)					678,041					
VRV Condenser - 16-Ton (WCCU-E)					60,614					
VRV Condenser - 24-Ton (WCCU-F)						106,770				
VRV Condenser - 4-Ton (ACCU-1)					22,554					
VRV Condenser - 6-Ton (WCCU-A)					281,930					

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Expenditures

Reserve Item	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41
VRV Condenser - 8-Ton (WCCU-B)					186,073					
VRV Fan Coil - 0.6-Ton - (FCU-AQ07)										4,386
VRV Fan Coil - 0.75-Ton (FCU-AQ09)										4,497
VRV Fan Coil - 1-Ton (FCU-AQ12)										9,311
VRV Fan Coil - 1.5-Ton (FCU-SQ18)										4,774
VRV Fan Coil - 2-Ton (FCU-AQ/SQ24)										42,695
VRV Fan Coil - 3-Ton (FCU-HQ36)										26,763
Wall Covering										269,121
Water Cooled Condenser Unit - 7.5-To					14,096					
Water Storage Tank-15,000 Gal										
Windows										
	$ 0	$ 39,437	$ 0	$ 0	$ 1,991,414	$ 225,488	$ 0	$ 0	$ 0	$ 2,396,571

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Expenditures

Reserve Item	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51
AHU, 10,500 CFM w/ ERU	$ 105,565									
AHU, 450 CFM										
Air Handling Unit - 7.5-Ton										
Boiler, condensing hot water, 5,000 M					380,514					
Carpet (Amenities)				23,166						
Carpet (corridors)				119,850						
Common Lighting					160,120					
Concrete Flatwork										
Cooling tower, 450 ton					142,359					
Domestic Hot Water Generation Plant										
Duplex Booster Pumps										215,860
Duplex Hot Water Circulation Pumps										287,814
Duplex Sewage Ejector Pump					5,689					
Duplex sump pumps										
Elevator cab doors					21,349					
Elevator Cabs										65,967
Elevator controller										
Elevator Machinery upgrades 20+ Floo										999,355
Elevator shaftway doors					394,963					
Elevator Sump Pump										
Exterior Caulking and Sealants										39,349
Façade Repairs (Allowance)										499,677
Fans, inline, 1/2 H.P.										
Fans, utility set, 1 H.P.										
Fans, utility set, 5 H.P.										
Fire Alarm System										69,954
Fitness Equipment - Cardio										95,938
Fitness Equipment - Strength										41,972
Gas Booster Pump										4,796

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368 Third Avenue Condominium

Analysis Date - July 1, 2021

Inflation:2.33% Investment:2.00% Cont.Factor:10.00% Adjust.Factor:-73.07% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51
Generator, gas, 250 kW					266,867					
Glass Entrance Doors					22,061					
Hollow Core Ext Door - Double					6,404					
Hydraulic Elevator										139,909
Intercom System										19,987
IRMA W/ Pavers										
Lobby Furnishings				52,145						
Mailboxes										
Media Room Furnishings										79,948
Party Room Furnishings										79,948
Party Room Panty (kitchenette)										39,974
Plate Heat Exchanger				113,201		118,595				
Pump, in-line, 15 H.P.										
Pump, in-line, 40 H.P.										
Pump, in-line, 60 H.P.										
Replace Railings					65,604					
Roof Terrace Furnishings										19,987
RTU, 22-25 ton										
Rubber Tile Floor										26,574
Seal and Paint Exterior										83,945
Security Camera System										9,993
Stone Tile Flooring					39,873					
Trash Compactor										
VRV Condenser - 10-Ton (WCCU-C)										279,819
VRV Condenser - 12-Ton (WCCU-D)										961,380
VRV Condenser - 16-Ton (WCCU-E)										85,944
VRV Condenser - 24-Ton (WCCU-F)										
VRV Condenser - 4-Ton (ACCU-1)										31,979
VRV Condenser - 6-Ton (WCCU-A)										399,742

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368 Third Avenue Condominium

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Expenditures

Reserve Item	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51
VRV Condenser - 8-Ton (WCCU-B)										263,829
VRV Fan Coil - 0.6-Ton - (FCU-AQ07)										
VRV Fan Coil - 0.75-Ton (FCU-AQ09)										
VRV Fan Coil - 1-Ton (FCU-AQ12)										
VRV Fan Coil - 1.5-Ton (FCU-SQ18)										
VRV Fan Coil - 2-Ton (FCU-AQ/SQ24)										
VRV Fan Coil - 3-Ton (FCU-HQ36)										
Wall Covering										339,657
Water Cooled Condenser Unit - 7.5-To										19,987
Water Storage Tank-15,000 Gal					26,686					
Windows					1,423,291					
	$ 105,565	$ 0	$ 0	$ 308,363	$ 2,955,786	$ 118,595	$ 0	$ 0	$ 0	$ 5,203,299

568

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Analysis Date - July 1, 2021

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Cash Flow - Annual

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
07/21 - 06/22	$ 0.00	$ 93,537.48	$ 940.88	$ 0.00	$ 94,478.36
07/22 - 06/23	94,478.36	102,891.24	2,941.93	0.00	200,311.53
07/23 - 06/24	200,311.53	113,180.40	5,181.61	0.00	318,673.54
07/24 - 06/25	318,673.54	124,498.44	7,684.52	0.00	450,856.50
07/25 - 06/26	450,856.50	136,948.32	10,477.79	0.00	598,282.61
07/26 - 06/27	598,282.61	150,643.20	13,591.24	0.00	762,517.05
07/27 - 06/28	762,517.05	165,707.52	17,057.73	0.00	945,282.30
07/28 - 06/29	945,282.30	182,278.32	20,502.25	98,546.45	1,049,516.42
07/29 - 06/30	1,049,516.42	200,506.20	23,200.65	0.00	1,273,223.27
07/30 - 06/31	1,273,223.27	220,556.88	24,668.63	778,744.16	739,704.62
	$ 0.00	$ 1,490,748.00	$ 126,247.23	$ 877,290.61	$ 739,704.62

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
07/31 - 06/32	$ 739,704.62	$ 242,612.52	$ 17,370.86	$ 0.00	$ 999,688.00
07/32 - 06/33	999,688.00	266,873.76	22,697.94	39,437.10	1,249,822.60
07/33 - 06/34	1,249,822.60	293,561.16	28,179.71	0.00	1,571,563.47
07/34 - 06/35	1,571,563.47	322,917.24	34,969.15	0.00	1,929,449.86
07/35 - 06/36	1,929,449.86	355,209.00	34,209.06	1,991,414.69	327,453.23
07/36 - 06/37	327,453.23	390,729.96	9,598.91	225,488.34	502,293.76
07/37 - 06/38	502,293.76	429,802.92	14,461.78	0.00	946,558.46
07/38 - 06/39	946,558.46	472,783.20	23,861.31	0.00	1,443,202.97
07/39 - 06/40	1,443,202.97	520,061.52	34,361.31	0.00	1,997,625.80
07/40 - 06/41	1,997,625.80	572,067.72	36,076.07	2,396,571.28	209,198.31
	$ 739,704.62	$ 3,866,619.00	$ 255,786.10	$ 4,652,911.41	$ 209,198.31

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
07/41 - 06/42	$ 209,198.31	$ 629,274.48	$ 10,288.23	$ 105,565.68	$ 743,195.34
07/42 - 06/43	743,195.34	692,201.88	21,963.63	0.00	1,457,360.85
07/43 - 06/44	1,457,360.85	761,422.08	37,074.87	0.00	2,255,857.80
07/44 - 06/45	2,255,857.80	837,564.24	52,860.50	308,363.89	2,837,918.65
07/45 - 06/46	2,837,918.65	921,320.64	54,216.75	2,955,786.10	857,669.94
07/46 - 06/47	857,669.94	1,013,452.68	27,208.99	118,595.71	1,779,735.90
07/47 - 06/48	1,779,735.90	1,114,797.96	47,136.36	0.00	2,941,670.22
07/48 - 06/49	2,941,670.22	1,226,277.72	71,710.59	0.00	4,239,658.53
07/49 - 06/50	4,239,658.53	1,348,905.48	99,143.13	0.00	5,687,707.14
07/50 - 06/51	5,687,707.14	1,483,796.04	108,018.58	5,203,299.70	2,076,222.06
	$ 209,198.31	$ 10,029,013.20	$ 529,621.63	$ 8,691,611.08	$ 2,076,222.06

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368 Third Avenue Condominium

Analysis Date - July 1, 2021

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Cash Flow - Matrix

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Begin Balance	$ 0	$ 94,478	$ 200,311	$ 318,673	$ 450,856	$ 598,282	$ 762,517	$ 945,282	$ 1,049,516	$ 1,273,223
Contribution	93,537	102,891	113,180	124,498	136,948	150,643	165,707	182,278	200,506	220,556
Average Per Unit	935	1,028	1,131	1,244	1,369	1,506	1,657	1,822	2,005	2,205
Percent Change	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	940	2,941	5,181	7,684	10,477	13,591	17,057	20,502	23,200	24,668
Less Expenditures	0	0	0	0	0	0	0	98,546	0	778,744
Ending Balance	$ 94,478	$ 200,311	$ 318,673	$ 450,856	$ 598,282	$ 762,517	$ 945,282	$ 1,049,516	$ 1,273,223	$ 739,704

	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41
Begin Balance	$ 739,704	$ 999,688	$ 1,249,822	$ 1,571,563	$ 1,929,449	$ 327,453	$ 502,293	$ 946,558	$ 1,443,202	$ 1,997,625
Contribution	242,612	266,873	293,561	322,917	355,209	390,729	429,802	472,783	520,061	572,067
Average Per Unit	2,426	2,668	2,935	3,229	3,552	3,907	4,298	4,727	5,200	5,720
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	17,370	22,697	28,179	34,969	34,209	9,598	14,461	23,861	34,361	36,076
Less Expenditures	0	39,437	0	0	1,991,414	225,488	0	0	0	2,396,571
Ending Balance	$ 999,688	$ 1,249,822	$ 1,571,563	$ 1,929,449	$ 327,453	$ 502,293	$ 946,558	$ 1,443,202	$ 1,997,625	$ 209,198

	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51
Begin Balance	$ 209,198	$ 743,195	$ 1,457,360	$ 2,255,857	$ 2,837,918	$ 857,669	$ 1,779,735	$ 2,941,670	$ 4,239,658	$ 5,687,707
Contribution	629,274	692,201	761,422	837,564	921,320	1,013,452	1,114,797	1,226,277	1,348,905	1,483,796
Average Per Unit	6,292	6,922	7,614	8,375	9,213	10,134	11,147	12,262	13,489	14,837
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	10,288	21,963	37,074	52,860	54,216	27,208	47,136	71,710	99,143	108,018
Less Expenditures	105,565	0	0	308,363	2,955,786	118,595	0	0	0	5,203,299
Ending Balance	$ 743,195	$ 1,457,360	$ 2,255,857	$ 2,837,918	$ 857,669	$ 1,779,735	$ 2,941,670	$ 4,239,658	$ 5,687,707	$ 2,076,222

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368 Third Avenue Condominium

Analysis Date - July 1, 2021

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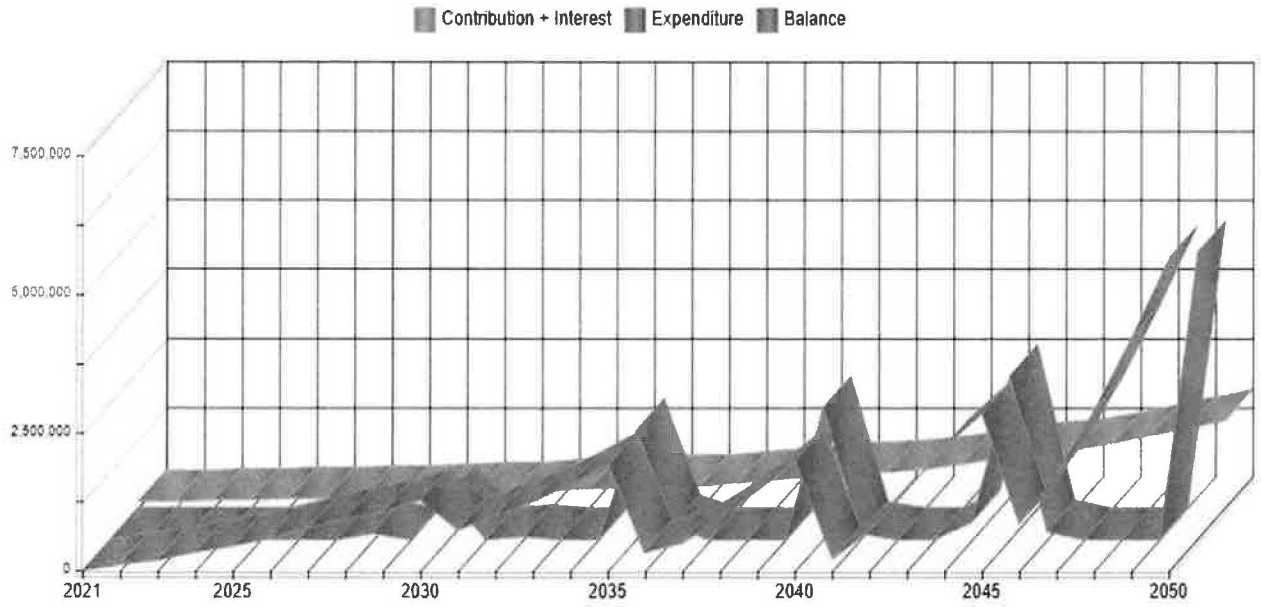
Cash Flow - Chart



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368 Third Avenue Condominium

Analysis Date - July 1, 2021

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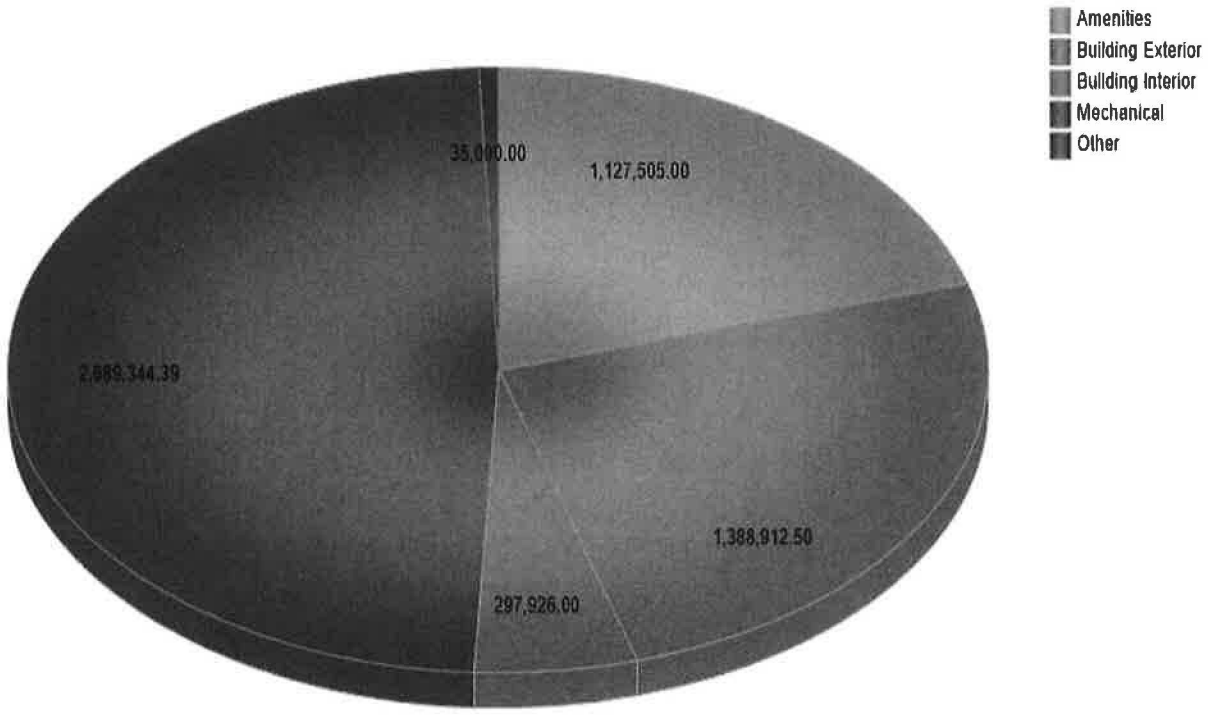
Item Parameter - Category - Chart



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STRATEGIC INSPECTIONS

Appendix B: PROFESSIONAL QUALIFICATIONS



STRATEGIC INSPECTIONS

Christopher Bevis, E.P.

Project Manager

Education

- *University of South Dakota, 2002 – B.S. Earth Science with minors in Chemistry and Physics*
- *Dakota County Technical, 2007 – A.S. Architectural Technology with emphasis in 3D modeling and Documentation Set Preparation*

Work Experience

Coastal Ecology Group, LLC - Director of Technical Services - October 2010-Present

- Develop and implement Property Condition Assessment training
- Perform on site investigations for ASTM standard ESA and PCA studies as well as Reserve Studies
- Cooperate with regulatory agencies in over 30 states to ensure environmental compliance
- Manage multiple simultaneous projects on truncated schedules from a mobile work environment
- Research historic regulatory compliance to gauge previous environmental liability

Station 19 Architects - Architectural Drafter - September 2006 - October 2009

- Completed both Design Development & Construction Document drawing sets for 50+ buildings.
- Coordinated with other project contractors on structural, mechanical, electrical and civil documentation
- Used mass modeling for initial Schematic Design concept and display delivery
- Used BIM (Building Information Model) to create live wall & building sections, plan details, and 3D Representations

ProTec Environmental Consultants - Senior Phase I Project Manager - June 2004 - September 2006

- Wrote and edited MPCA ASTM Standard Phase I Environmental Assessment reports
- Historical research and phone correspondence with regulatory agency officials
- Performed site visit investigations
- Supervised and performed soil classification and analytical sampling for Phase II limited subsurface Investigations

Consultech Environmental, Inc. - Staff Geologist - November 2002 - April 2004

- Wrote and edited South Carolina DHEC (Department of Health and Environmental Concerns) Tier II and quarterly reports
- Coordinated the collection of access agreements from owners of property surrounding contaminated sites
- Performed soil classification and analytical water sampling
- Supervised drilling operations in the installation of monitoring wells and identification of groundwater contamination plumes

Industry Tenure

- ENV: 2002
- ENG: 2006
- CEG: 2010

Related Experience

- Building architectural documents sets for large scale commercial construction

Industry Experience

- Office
- Industrial
- Warehouse
- Housing/Multi-family
- Hospitality
- Retail/Wholesale
- Mobile Home
- Assisted Living and Senior Care
- Medical

Special Skills & Training

- Property Condition Assessment Training and Development Coordinator
- Phase I Environmental Site Assessment Training
- HUD Training
- EDR Training
- Parcel Training
- Google Application Proficiency
- Numerous online report formating and process training

Regional Location

- Minneapolis, MN

STRATEGIC INSPECTIONS

DAVID A. PERTUIT, JR., P.E.
CIVIL/STRUCTURAL ENGINEER

SUMMARY Professional engineer with over twenty years of engineering and management experience in the design and analysis for a large array of private engineering projects, specifications preparation, structural computer analysis, cost estimates, bid preparation and evaluation, supervision, consulting and forensic engineering.

EDUCATION B.S.C.E., Washington University in St. Louis, 1998

REGISTRATION
Registered Professional Engineer in Louisiana – Civil Engineering
Registration No. 30989
Registered Professional Engineer in Mississippi
Registration No. 19674
Registered Professional Engineer in New York
Registration No. 088530
Registered Professional Engineer in Texas
Registration No. 114099

PROFESSIONAL EXPERIENCE

Strategic Inspections, LLC
Director of Technical Operations *03/2010 – Present*

- Conduct quality control reviews of all reserve studies, property condition assessments, and transition studies.
- Conduct reserve studies, property condition assessments, and transition studies.
- Manage all internal and subcontract staff.
- Create scopes of services, proposals, and project bids.
- Deliver final product to client as well as follow up with quality control calls.
- Consult on conference calls and meetings regarding the current reserve status of developments.
- Active participant / speaker in industry associations.
- Conducted reserve study presentations for national lending institutions.
- Created internal reserve study guidelines and quality control systems.
- Performed more than one hundred reserve studies on high profile developments for FHA and Fannie Mae reviews.
- Conducted quality control and reviews for all reserve study funding plans.
- Assisted with the development process and database for a proprietary system that provides clients reserve study predeterminations.

Audubon Engineering, Metairie, LA
Senior Structural Engineer *11/2008 – 10/2010*

- Managed and designed the installation of multiple modules and deck extensions.
- Designed various appurtenances for multiple offshore platforms in the Gulf of Mexico.
- Designed various steel structures and reinforced concrete foundations for chemical and petrochemical plants.

Quick & Associates, Inc., Mandeville, LA
Engineering Manager *2/2004– 11/2008*

- Managed multi-discipline engineering and architect staff. Performed performance reviews, approved expenses and time, reviewed and edited reports prepared by technical staff, and mentored and oversaw performance of technical staff.
- Performed forensic engineering, failure analysis consulting and remedial design preparation associated with structures and foundations. Special expertise in construction induced vibration damage analysis, concrete failure



analysis, construction method and contract performance disputes, storm damage, building code compliance and damage analysis resulting from natural disasters such as hurricanes, tornados, hail storms and earthquakes.
- Managed multi-discipline forensic investigations, including boiler explosions, fire cause and origins, and mechanical equipment failures.
- Evaluated and analyzed over one thousand property damage claims, including catastrophe claims associated with hurricanes, tornados, and hail.

J. Ray McDermott Engineering - New Orleans, LA
Structural Engineer *11/2001 - 2/2004*

- Designed winch support structure, turning sheave support structure, and other miscellaneous Structures for replacing four (4) 1050'-0" mooring chain for ChevronTexaco's Genesis Spar located in 2592' of water.
- Project/Field Engineer for mooring chain replacement for ChevronTexaco's Genesis Spar. Wrote chain replacement procedures and supervised the chain replacement offshore. Worked closely with rigging and welding crews to ensure chain replacement was performed as per written procedures and industry standards.
- Project/Field Engineer for installation of 4-Leg, 8 Skirt pile, 15 Well Drilling Platform and launched jacket located in 665'-0" of water. Created installation manual and reviewed all structural and installation designs.
- Assisted in the design engineering for the TotalFinaElf Carina/Aries platforms. Responsible for the helidecks design, blast walls design, Vent booms design, crane fatigue analysis, and miscellaneous connection details.

Albert-Garaudy and Associates, Inc., Metairie, LA
Civil/Structural Engineer *6/1998 -11/ 2001*

- Designed various appurtenances such as pipe and cable tray racks, stair landings, and various equipment supports and performed load out analysis on deck and jacket for a 3,600-ton six-legged deck for Mobil Chinook project.
- Designed four piled jacket in 58 feet of water for in place, lift, fatigue and transportation conditions and a 144-ft bridge connecting two offshore platforms for Exxon in Galveston Block 209. Supervised installation during GA-209C offshore construction.
- Project Manager and lead Structural Engineer of a multi-discipline Brine Degasifier project for OxyChem Corporation.
- Designed various steel structures and reinforced concrete pile foundations, spread footings, and building foundations for chemical and petrochemical plants.
- Developed cost estimates and proposals and coordinated drafting for projects in the structural department

Manhattan/Gibbs Construction Joint Venture, New Orleans, LA
Field Engineer *5/1997 - 8/1997*

- Assisted in the construction and setting of concrete forms for grade beams and columns for the New Orleans Sports Arena.
- Coordinated with carpenters for laying out grade beams, footings and columns for The Arena.
- Utilized an engineer's level, transit and total station to layout and place grades in grade beams, columns, footings and piles.

SITE PLAN

&

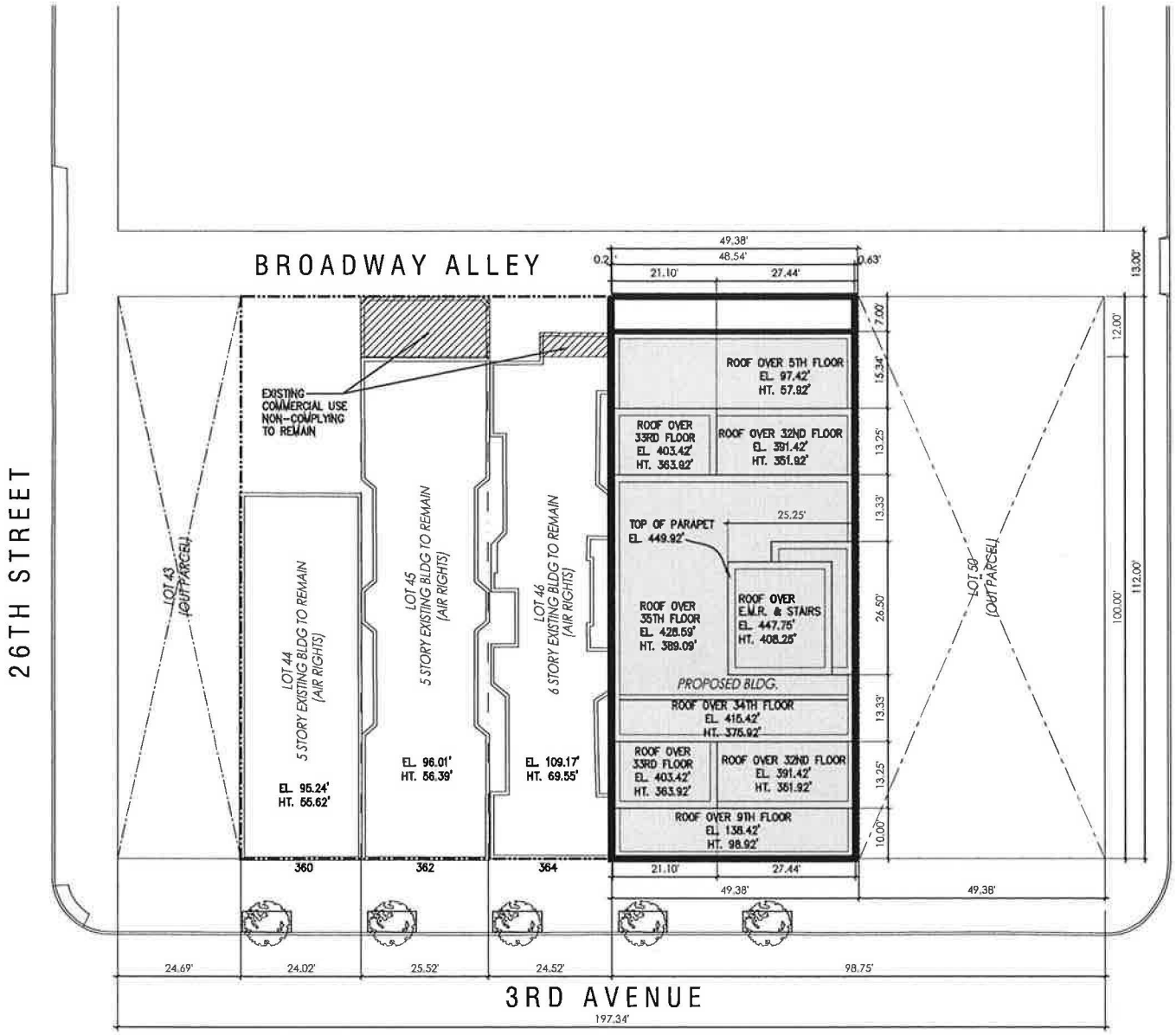
FLOOR PLANS

Please note that all dimensions are approximate.

The approximate Square Footage of a Unit set forth on the Floor Plans are gross square footages of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls at the Building or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions facing Common Elements separating a Unit from public corridors, stairs, elevators, refuse chute, and other mechanical equipment spaces or any Common Elements not located within a Unit. Common Elements located within a Unit shall not be considered a part of such Unit, however the respective area of any such Common Element is not deducted from the gross floor area of each Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below (located under the finished flooring materials) to the underside of the concrete floor slab above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these gross square footages substantially exceed the useable floor area of each Unit.

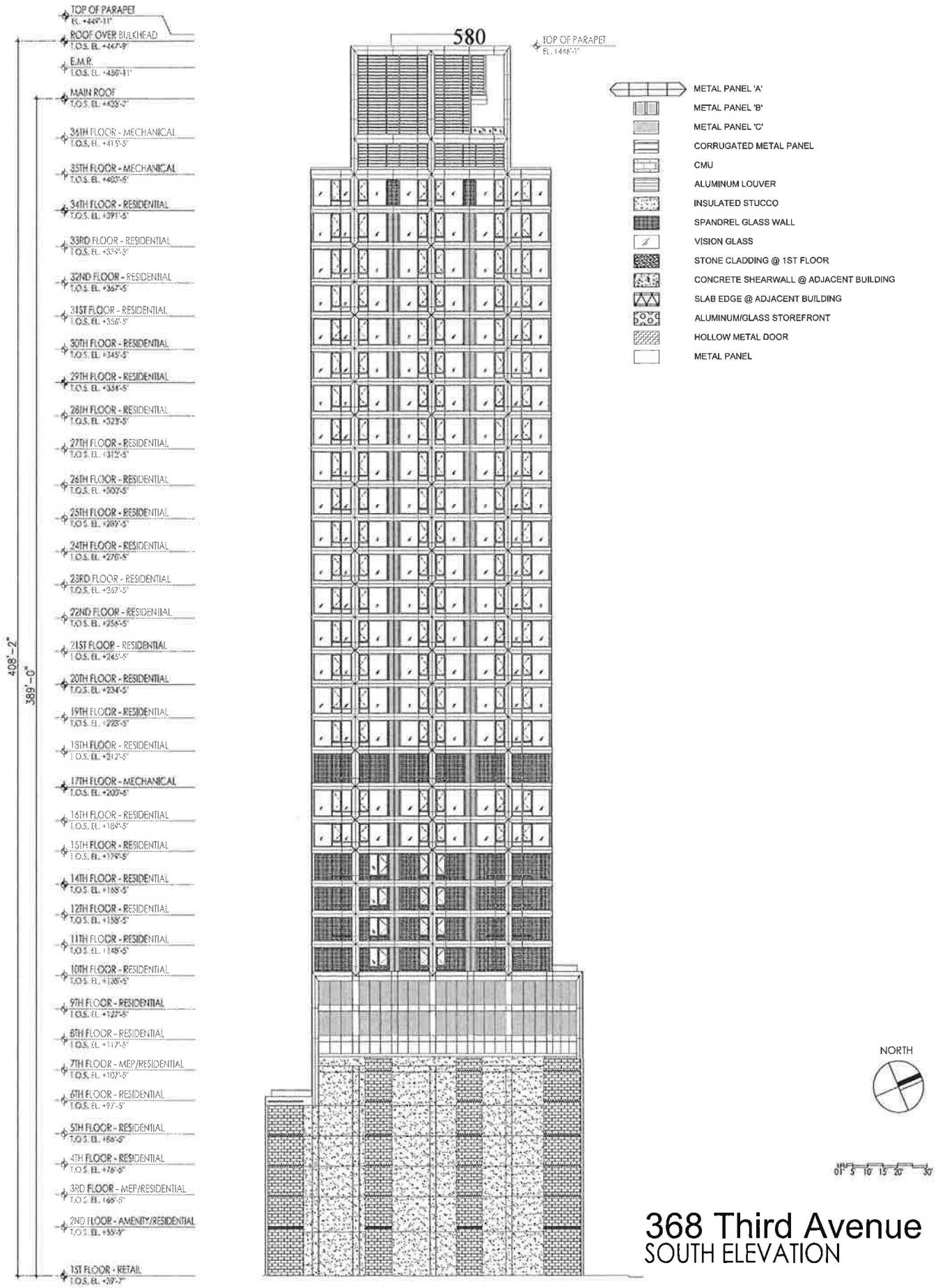
An exterior private terrace area is measured from the exterior face of the Unit wall to the exterior face of the walls or railings and the centerline of the fencing delineating such area, as may be applicable.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.



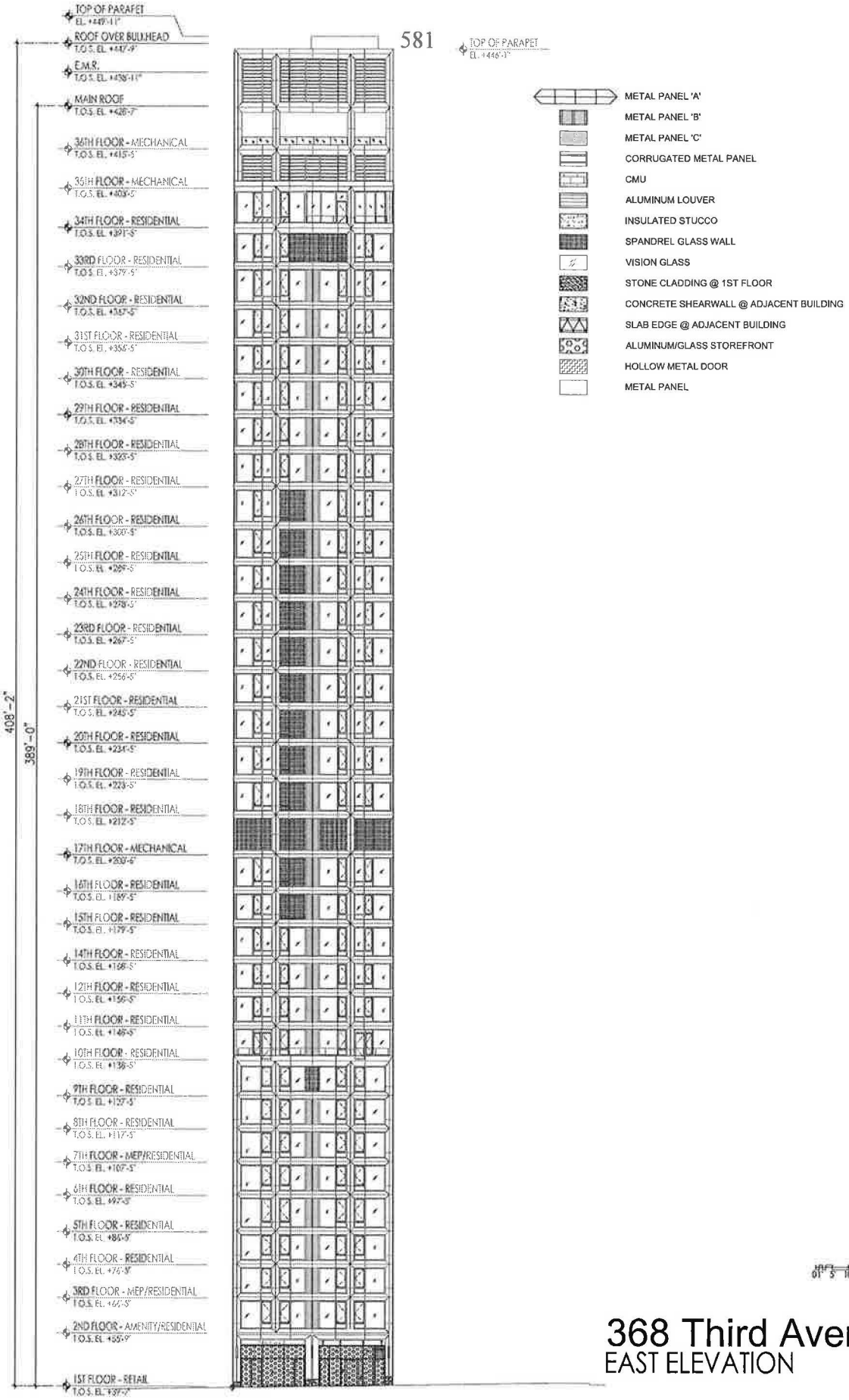
368 Third Avenue
SITE PLAN

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



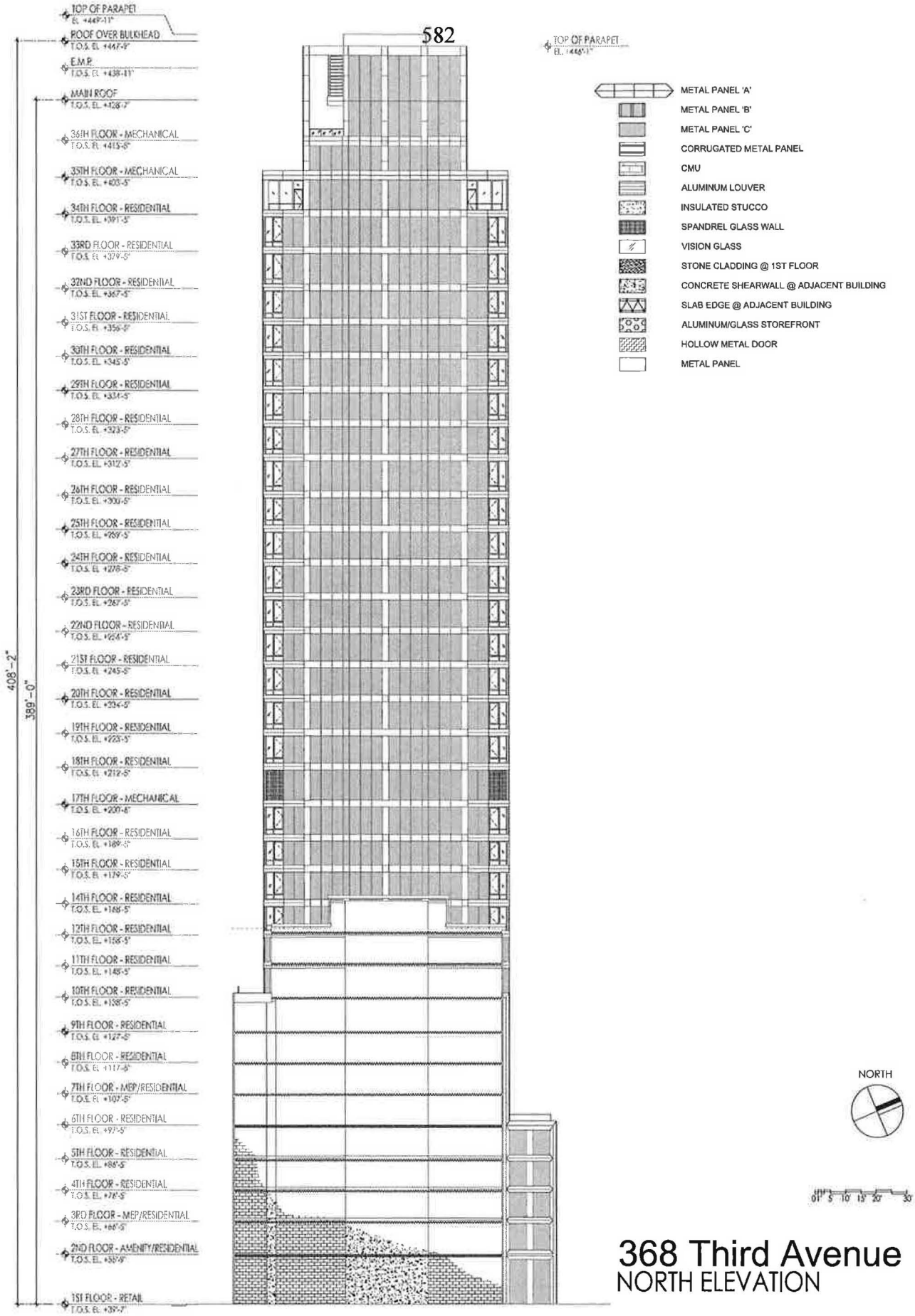
368 Third Avenue
SOUTH ELEVATION

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



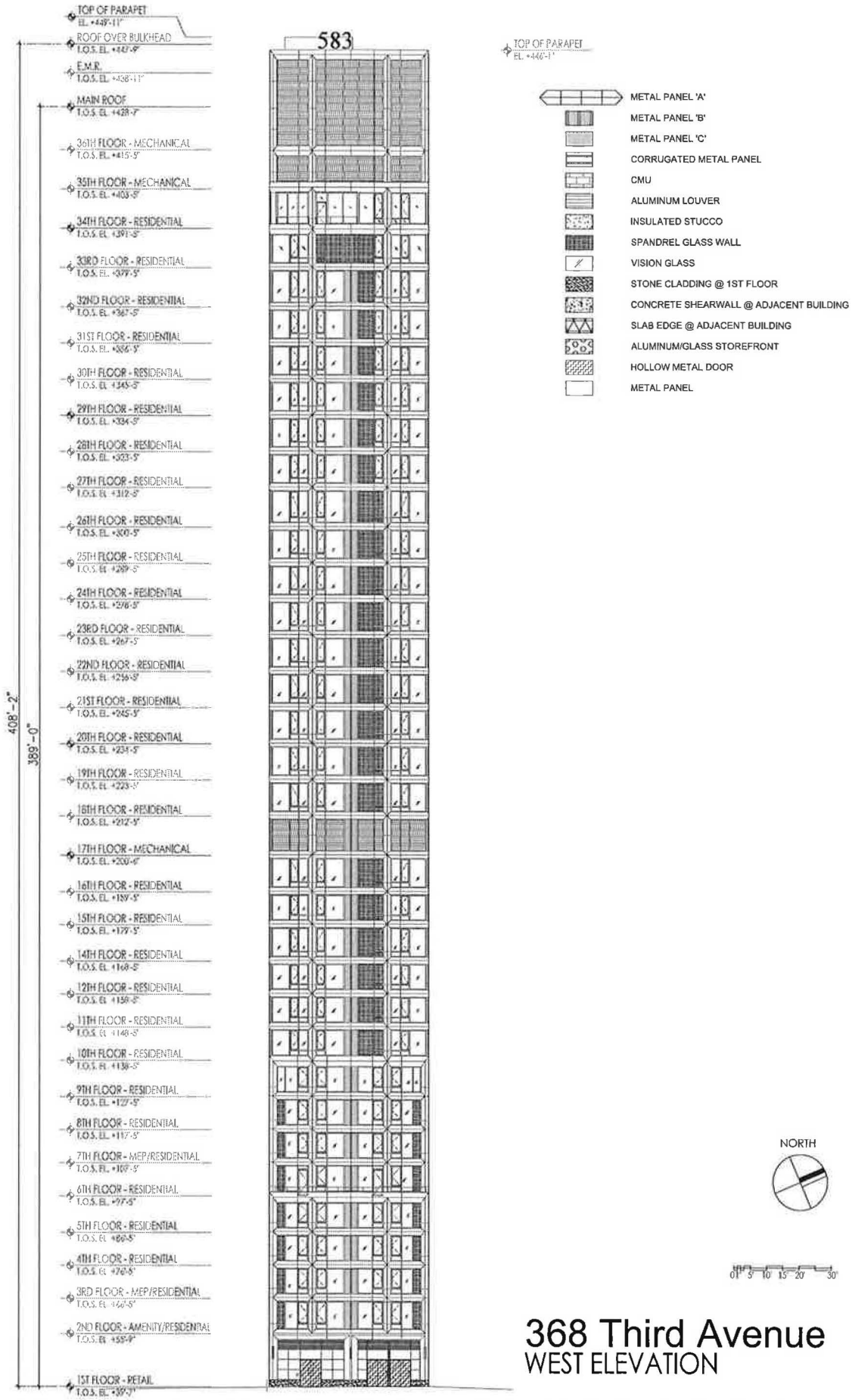
368 Third Avenue
EAST ELEVATION

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



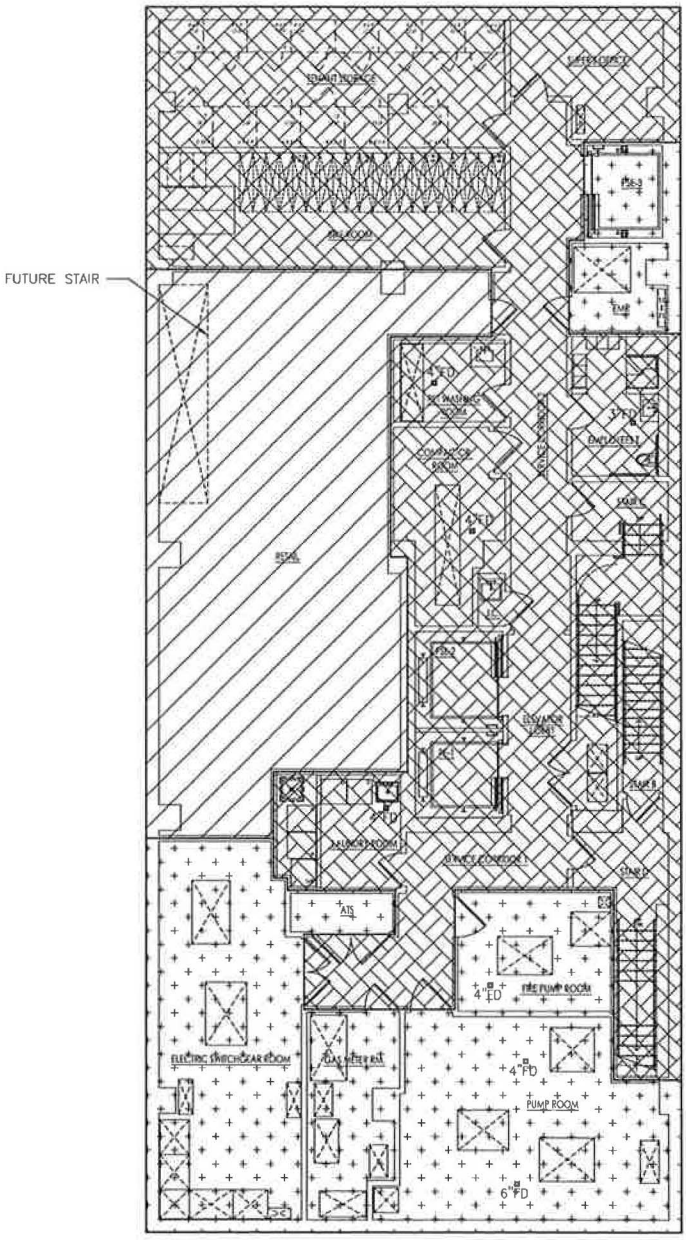
368 Third Avenue
NORTH ELEVATION

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



368 Third Avenue
WEST ELEVATION

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND:

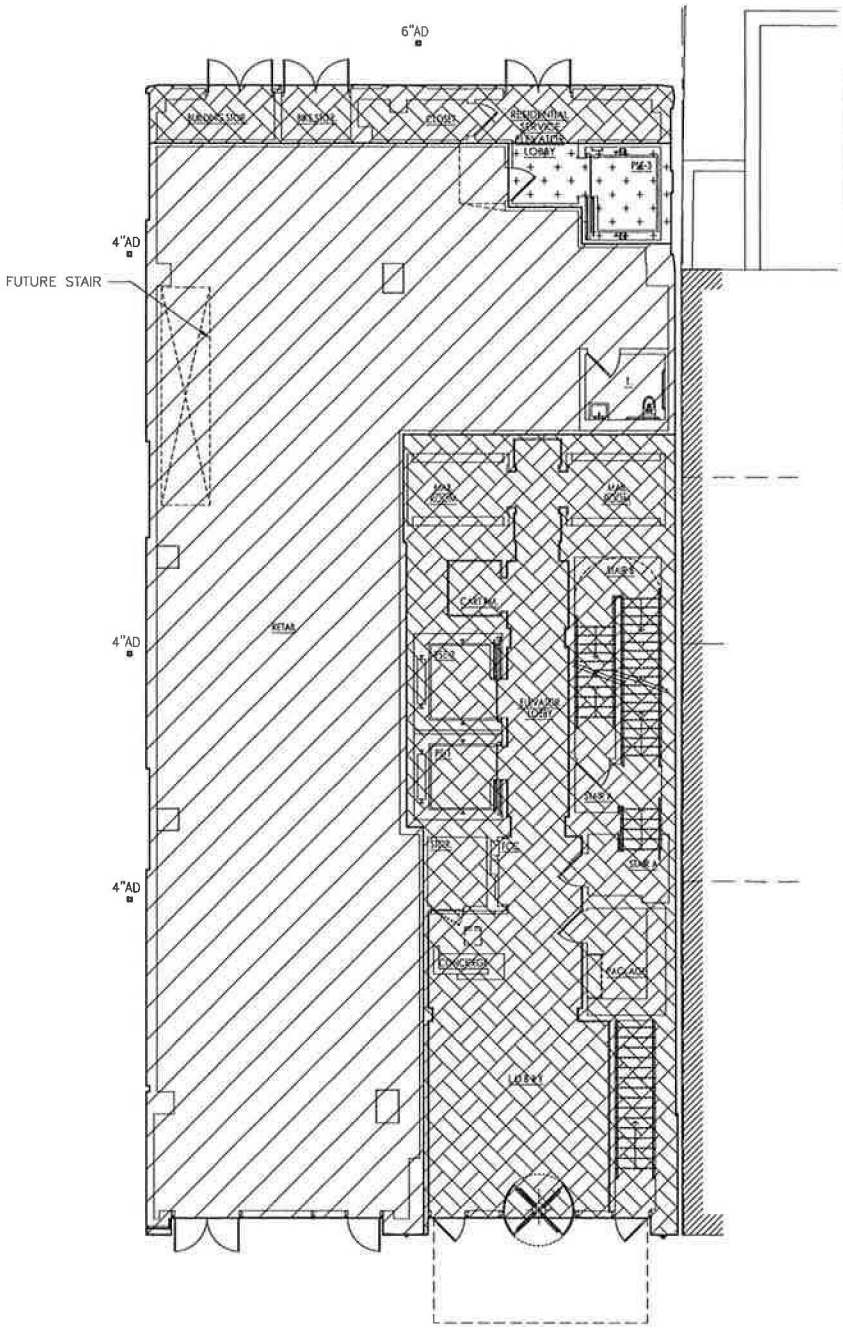
- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

NORTH

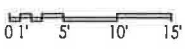
0 1' 5' 10' 15'

368 Third Avenue
Floor: Cellar

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

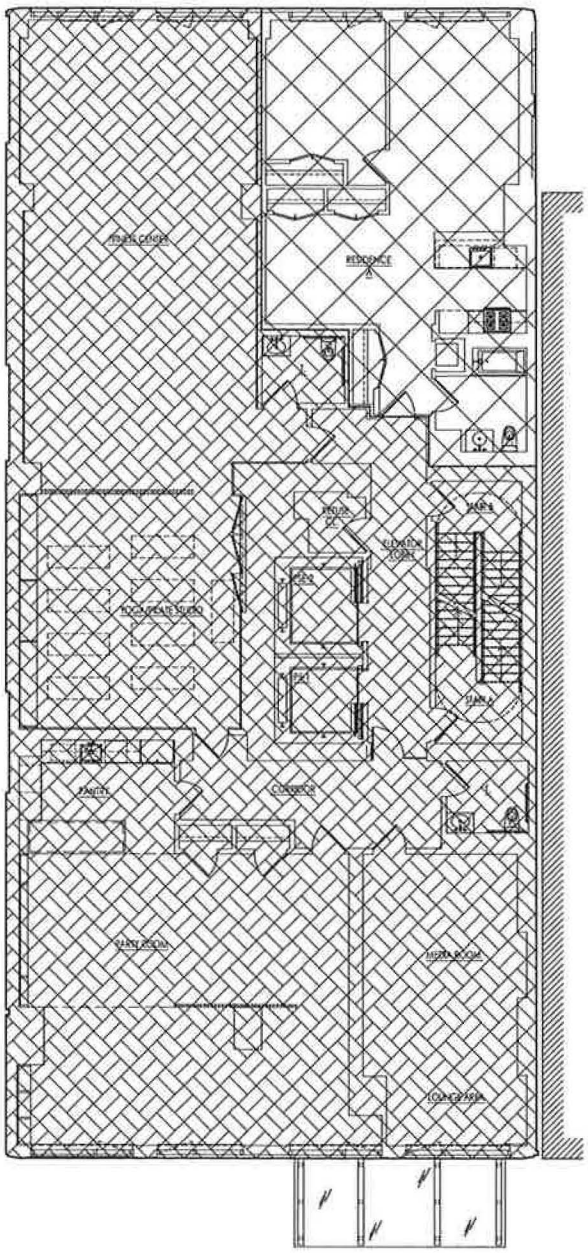






368 Third Avenue
Floor: 1st Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND:

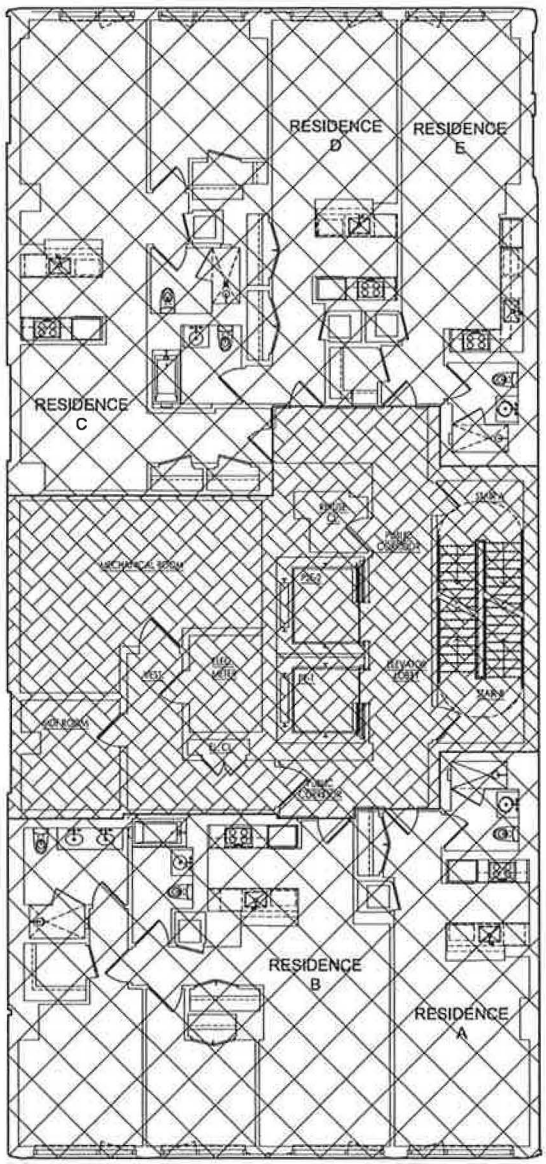
- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

NORTH

0 1' 5' 10' 15'

368 Third Avenue
Floor: 2nd Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND:

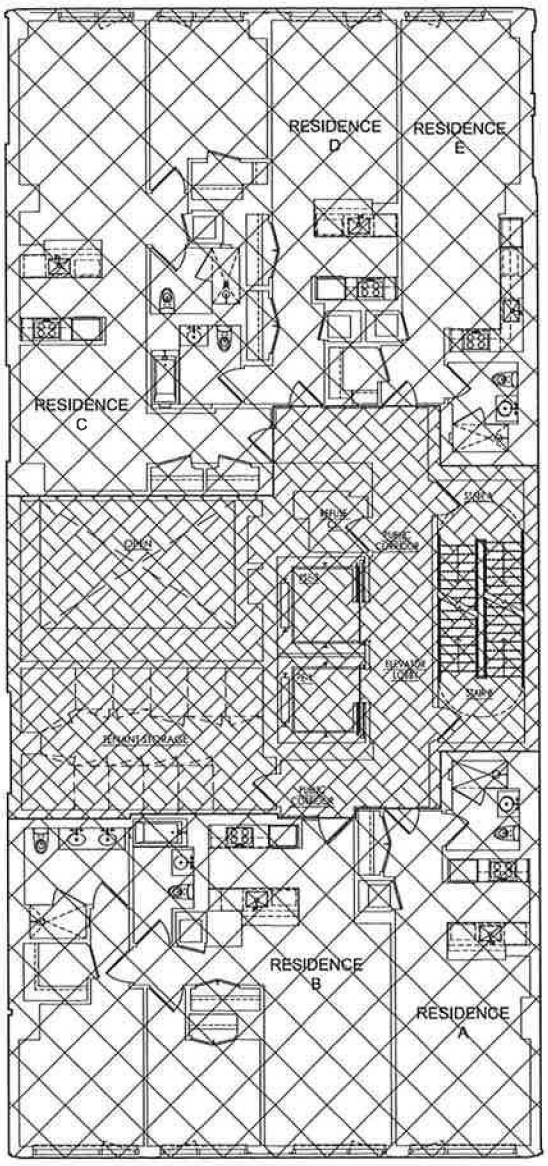
- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

NORTH

0 1' 5' 10' 15'

368 Third Avenue
Floor: 3rd Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND:

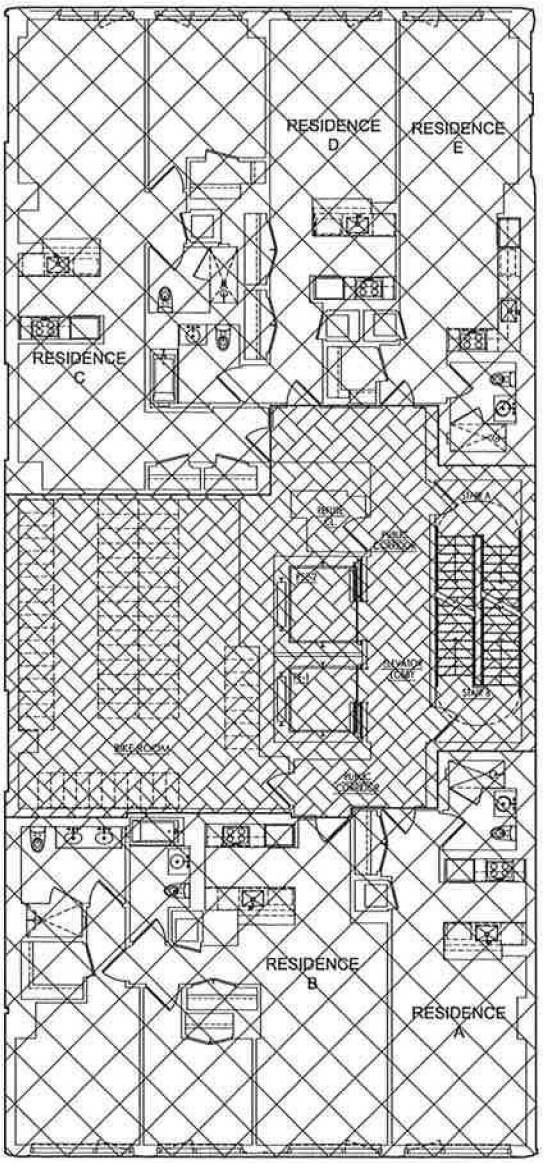
- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

NORTH

0 1' 5' 10' 15'

368 Third Avenue
Floor: 4th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND:

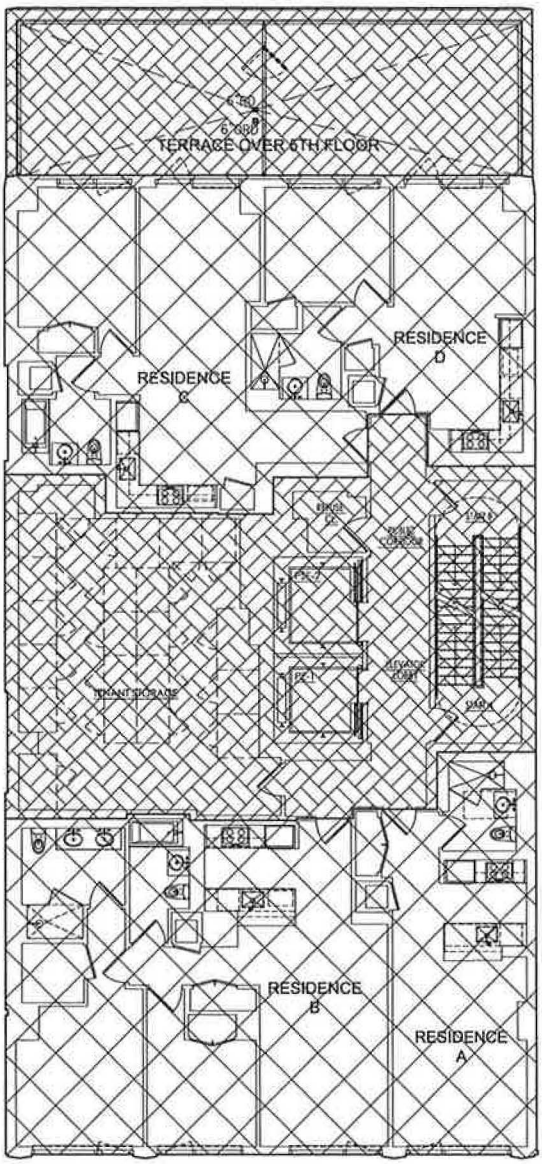
- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

NORTH

0 1' 5' 10' 15'

368 Third Avenue
Floor: 5th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

NORTH

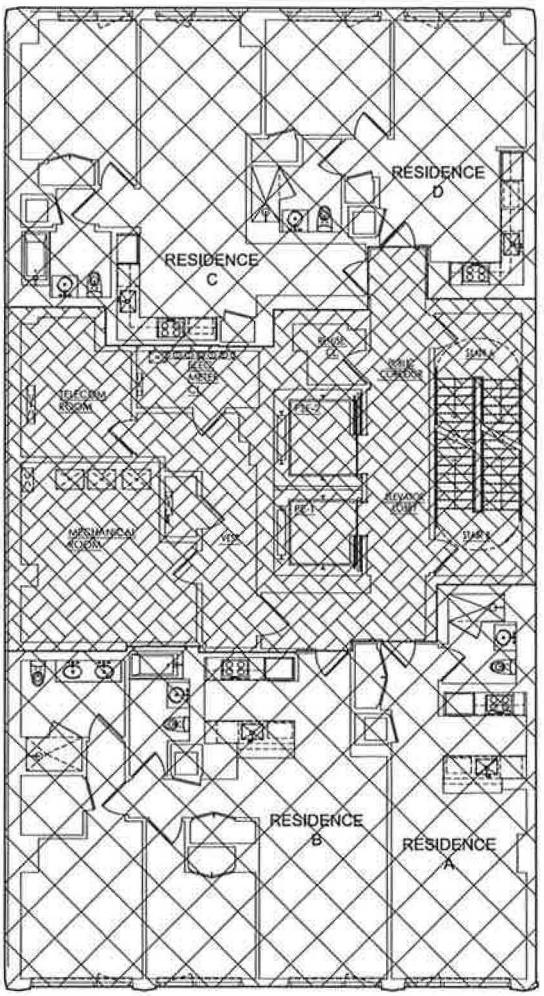
0 1' 5' 10' 15'

368 Third Avenue
Floor: 6th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

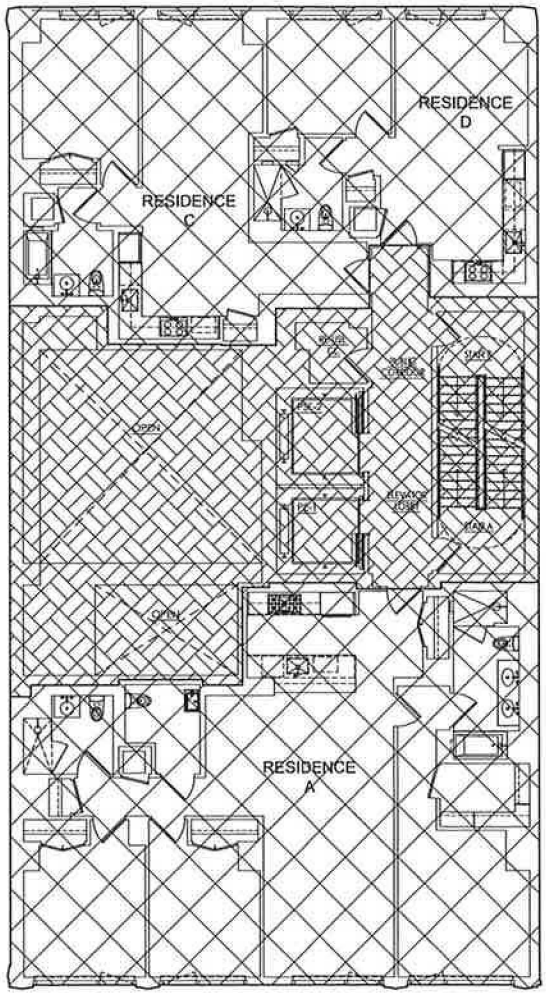
0 1' 5' 10' 15'

368 Third Avenue
Floor: 7th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

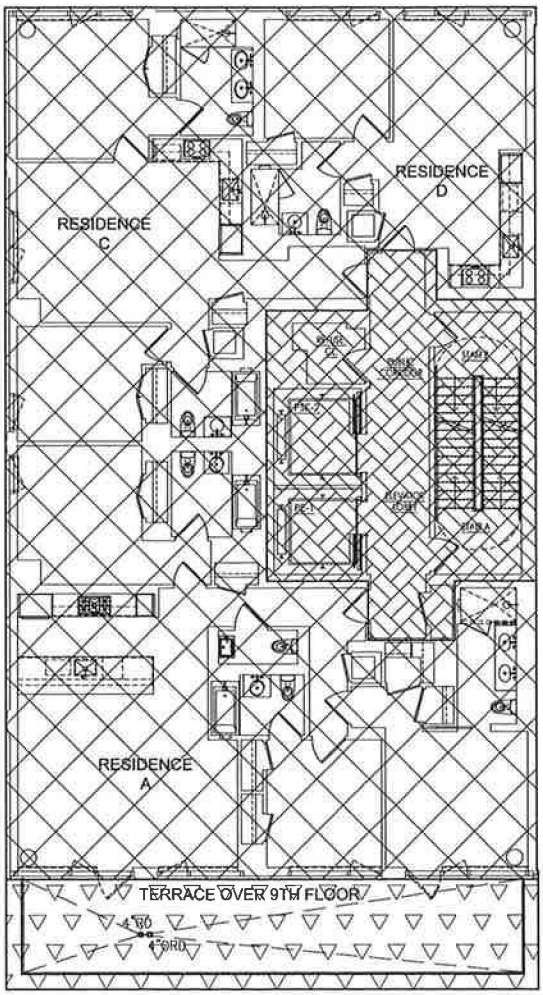
0 1' 5' 10' 15'

368 Third Avenue
Floor: Typical 8th-9th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

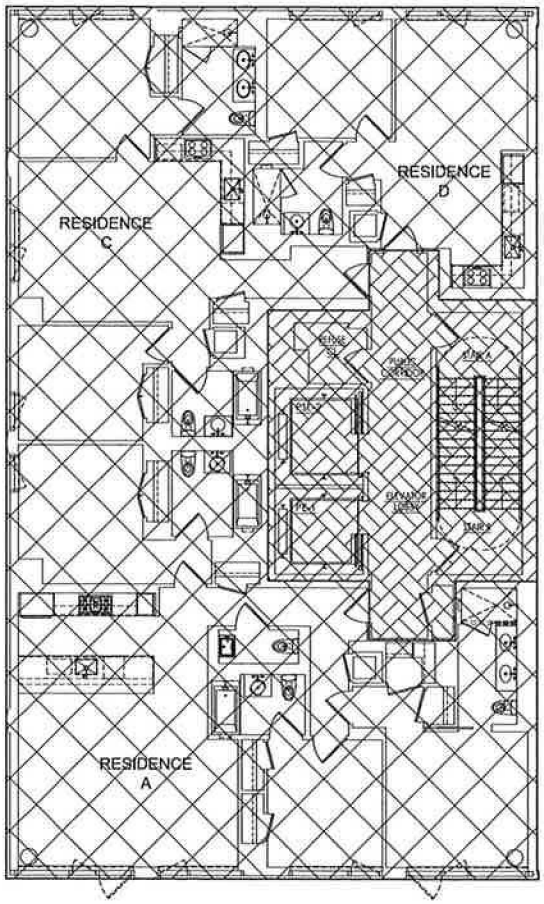
0 1' 5' 10' 15'

368 Third Avenue
Floor: 10th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

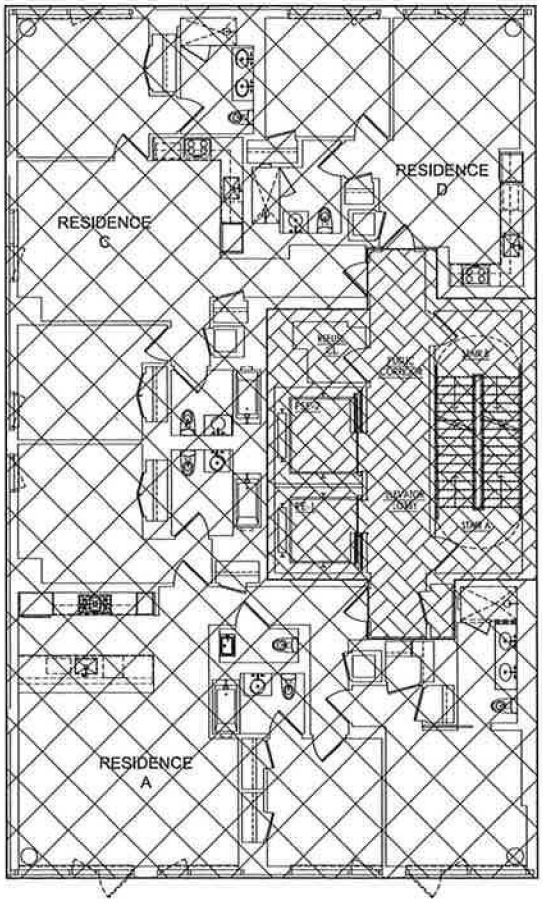
0 1' 5' 10' 15'

368 Third Avenue
Floor: 11th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

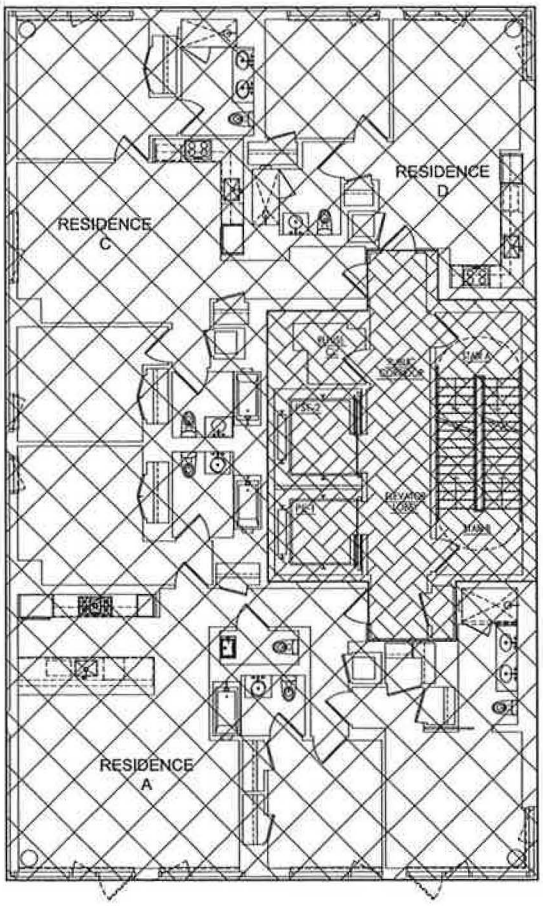
0 1' 5' 10' 15'

368 Third Avenue
Floor: 12th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

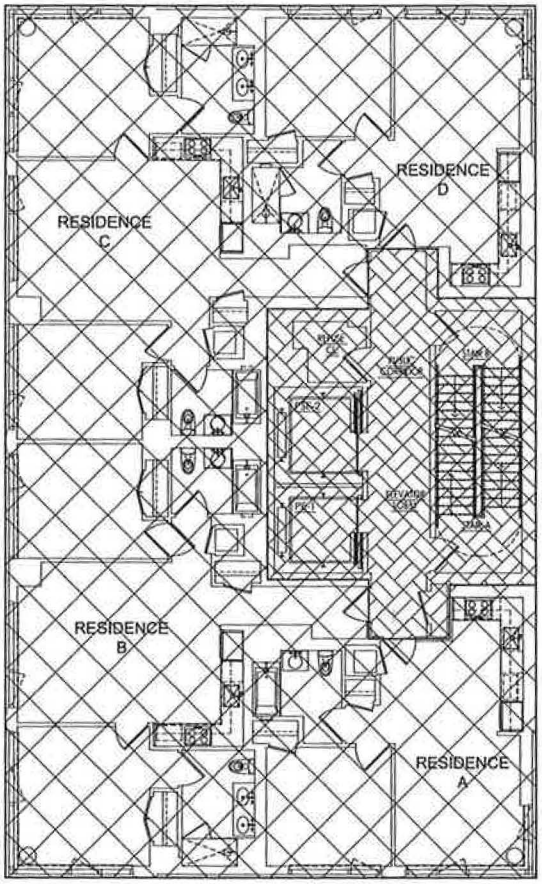
0 1' 5' 10' 15'

368 Third Avenue
Floor: 14th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

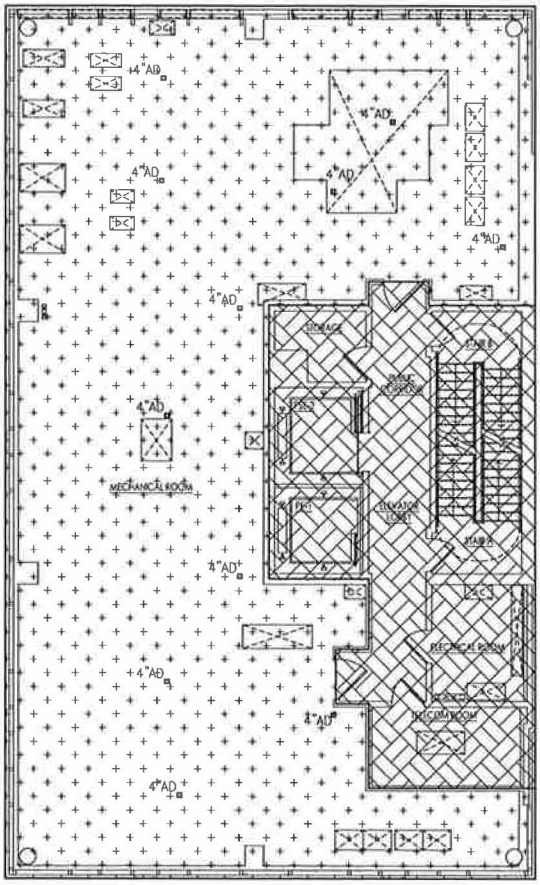
0 1' 5' 10' 15'

368 Third Avenue
Floor: Typical 15th-16th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

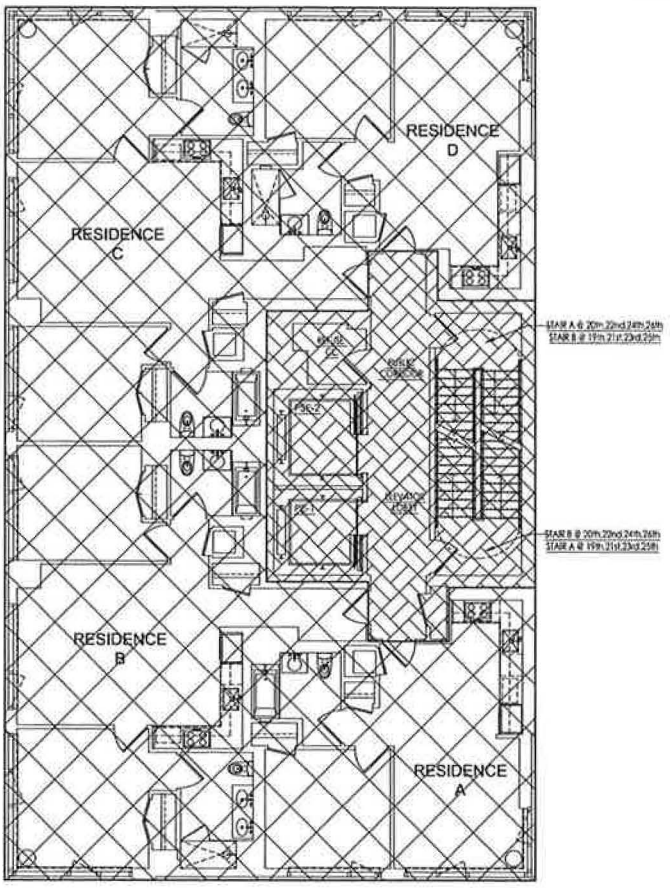
0 1' 5' 10' 15'

368 Third Avenue
Floor: 17th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

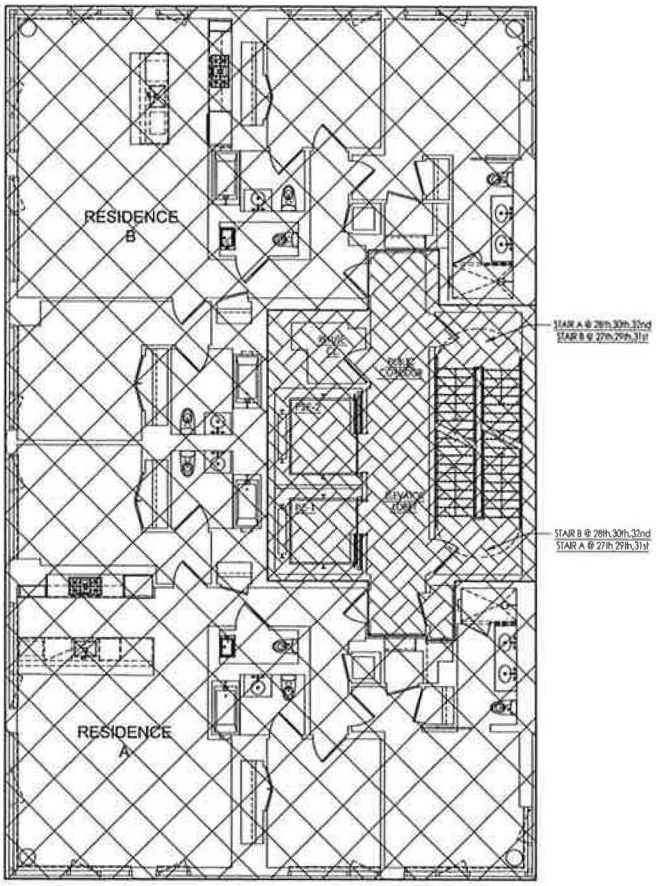
0 1' 5' 10' 15'

368 Third Avenue
Floor: Typical 18th-26th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

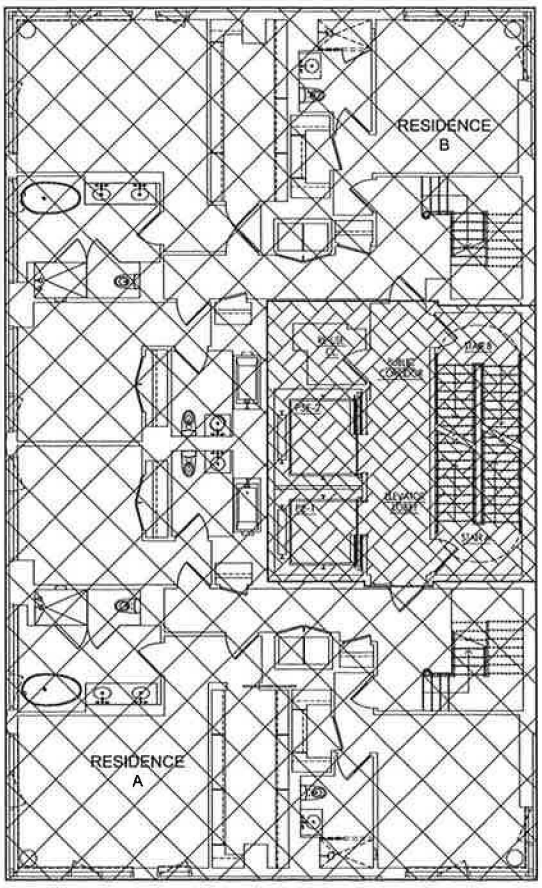
0 1' 5' 10' 15'

368 Third Avenue
Floor: Typical 27th-32nd Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

0 1' 5' 10' 15'

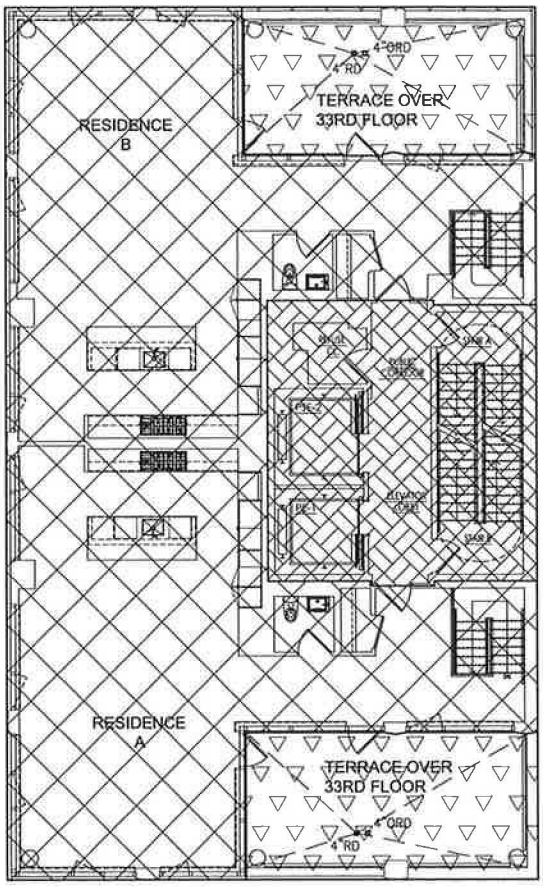
368 Third Avenue
Floor: 33rd Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

602

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

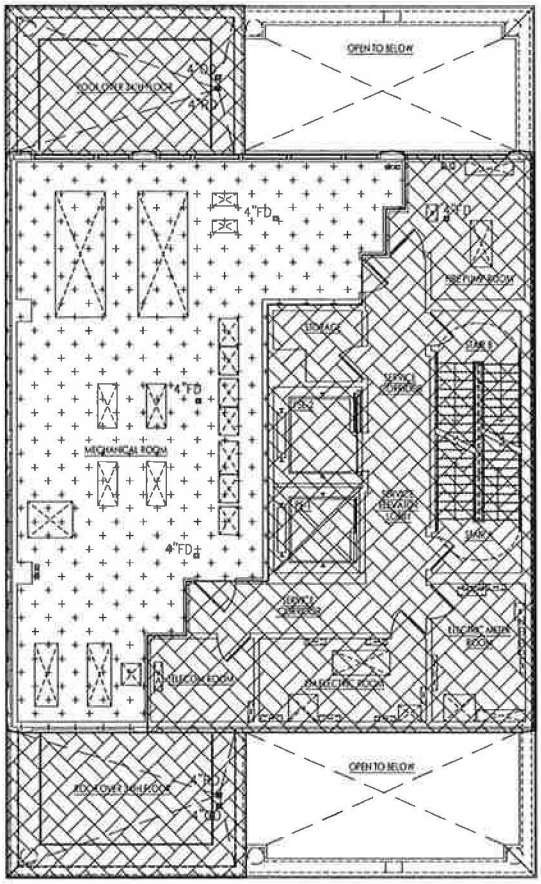
0 1' 5' 10' 15'

368 Third Avenue
Floor: 34th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT



NORTH

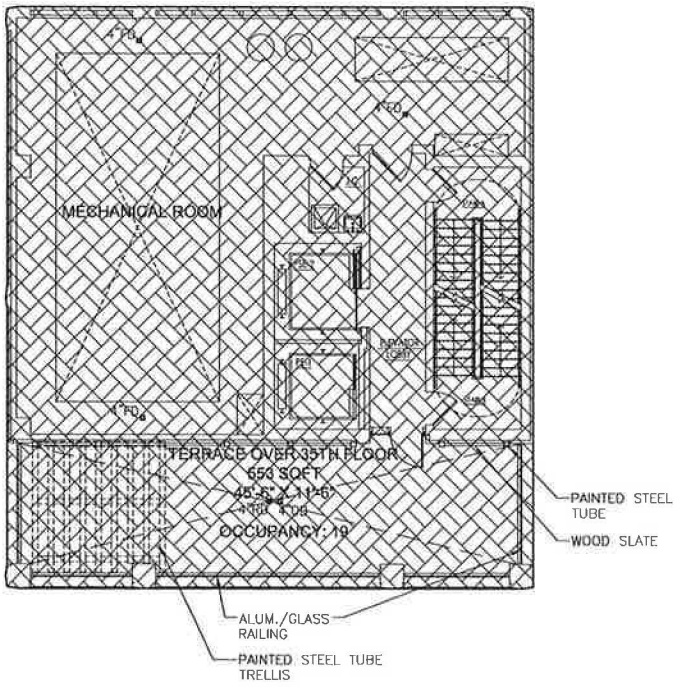
0 1' 5' 10' 15'

368 Third Avenue
Floor: 35th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

LEGEND:

- GENERAL COMMON ELEMENT
- RESIDENTIAL UNIT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- RETAIL UNIT

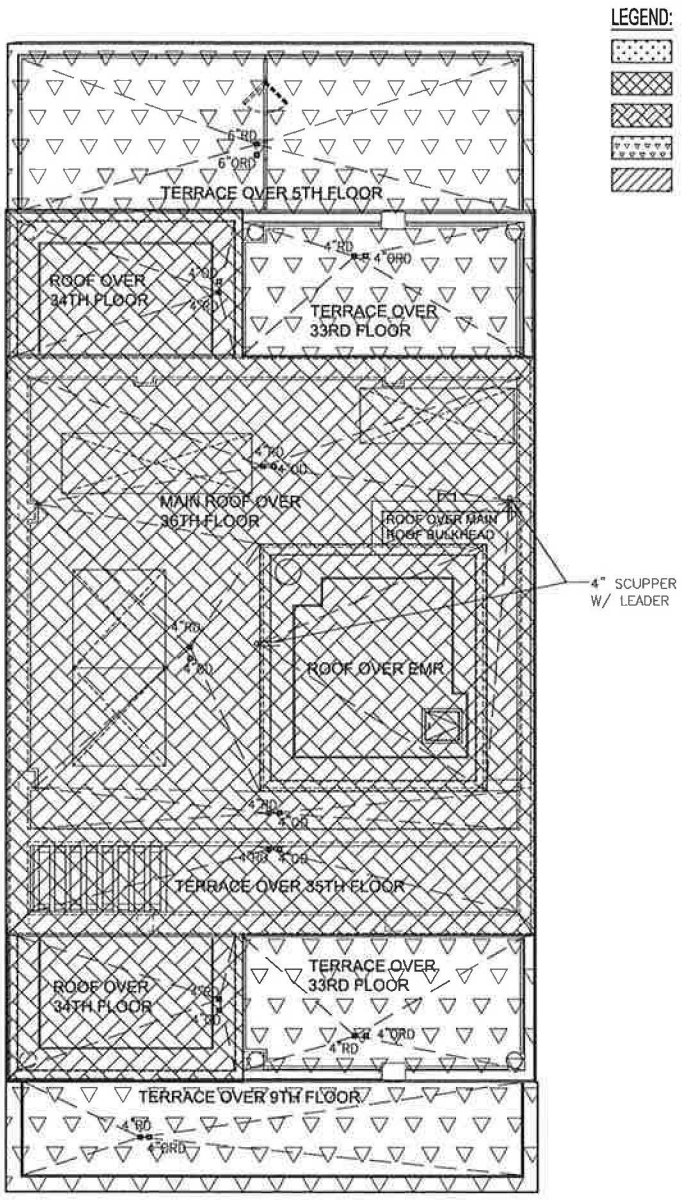


NORTH

0 1' 5' 10' 15'

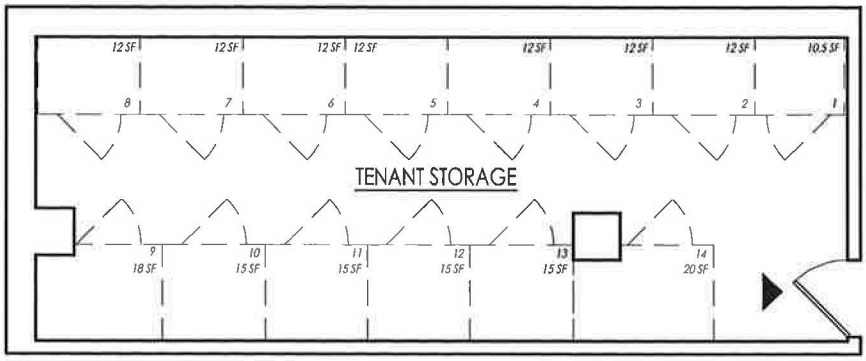
368 Third Avenue
Floor: 36th Floor

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

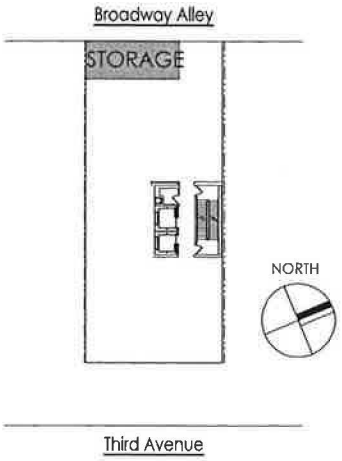


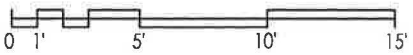
368 Third Avenue
Overall Roof Plan

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



STORAGE UNIT TYPES			
NO.	TYPE	AREA	
1		10.5	
2		12	
3		12	
4		12	
5		12	
6		12	
7		12	
8		12	
9		18	
10		15	
11		15	
12		15	
13		15	
14		20	





368 Third Avenue

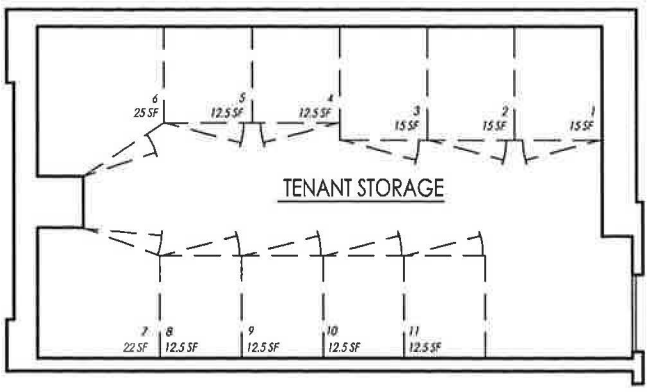
Storage Area

Floor: Cellar

Area: (Approx.) 439 Square feet

Total Storage Units = 14

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



STORAGE UNIT TYPES			
NO.	TYPE	AREA	
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3		15	
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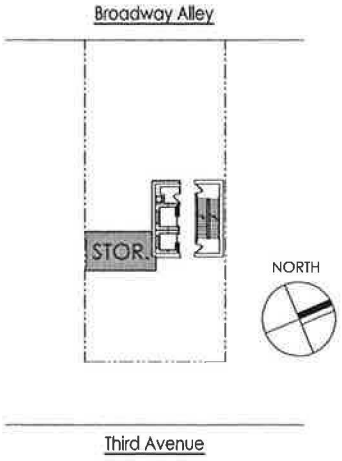
10		12.5	
11		12.5	





368 Third Avenue

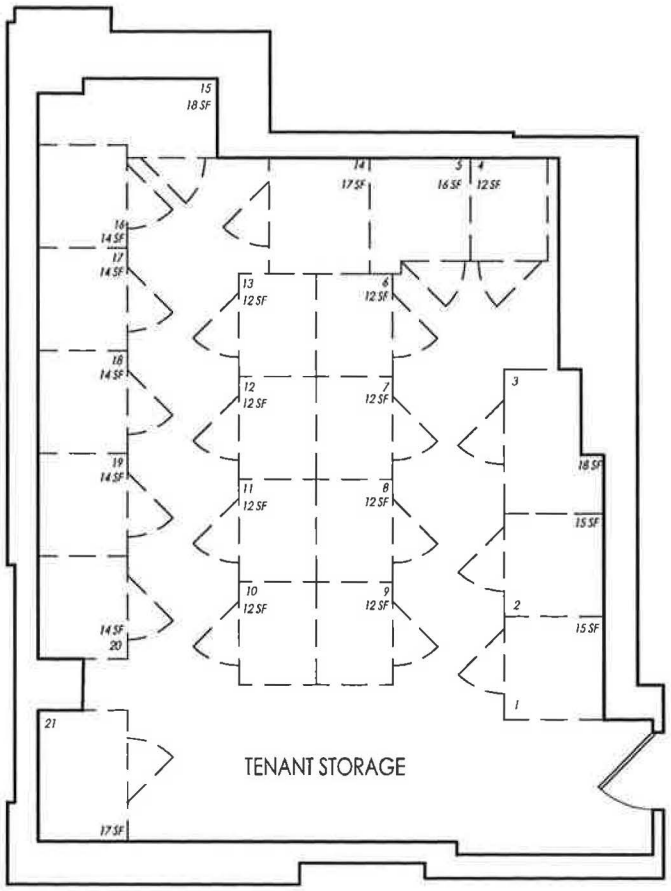
Storage Area

Floor: 4th

Area: (Approx.) 327 Square feet

Total Storage Units = 11

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



STORAGE UNIT TYPES			
NO.	TYPE	AREA	
1		15	
2		15	
3		18	
4		12	
5		16	
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7		12	
8		12	
9		12	
10		12	
11		12	
12		12	
13		12	
14		17	
15		18	
16		14	
17		14	
18		14	
19		14	
20		14	
21		17	





368 Third Avenue

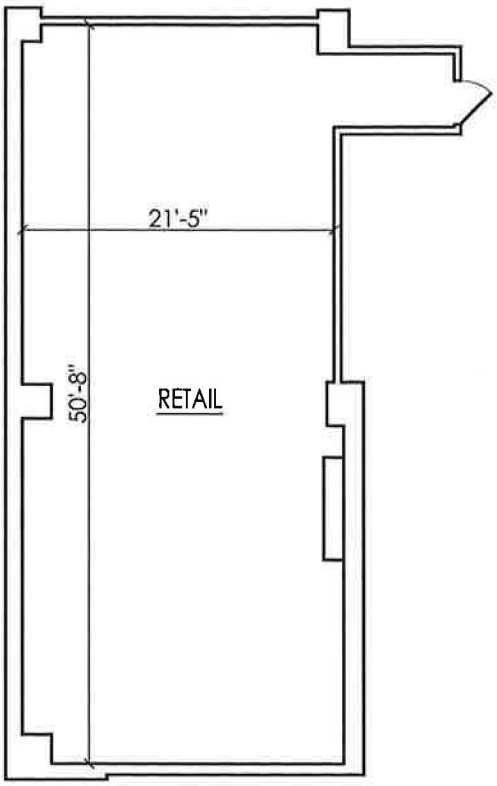
Storage Area

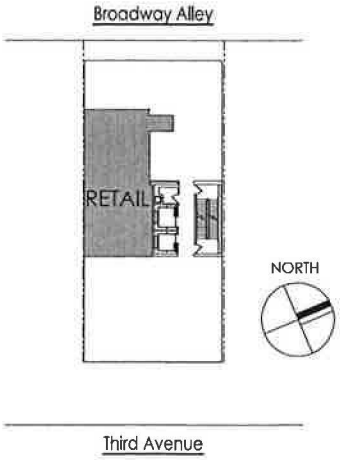
Floor: 6th

Area: (Approx.) 689 Square feet

Total Storage Units = 21

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







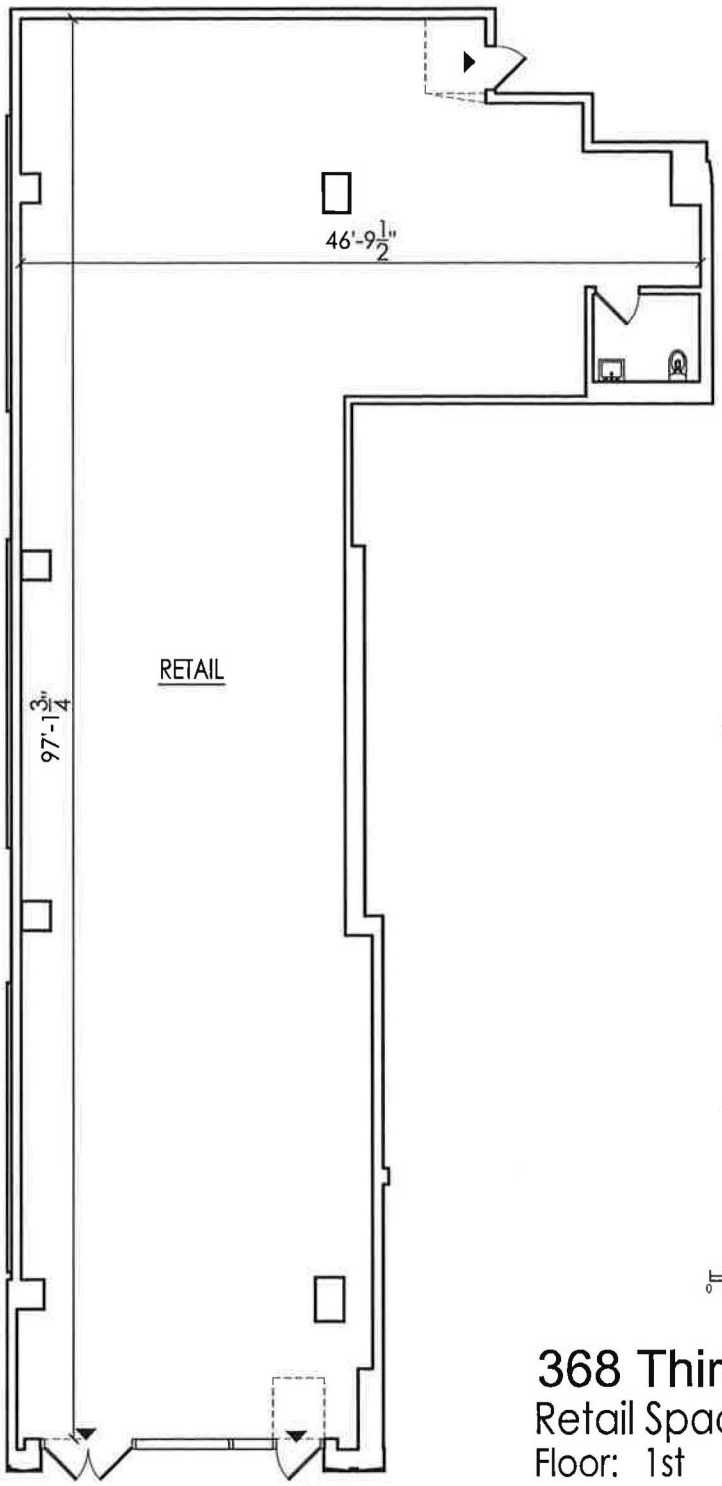
368 Third Avenue

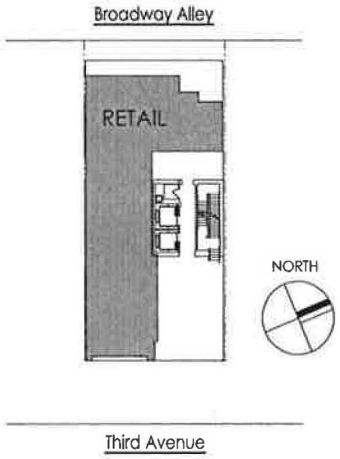
Retail Space

Floor: Cellar

Area: (Approx.) 1,240 Square feet

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







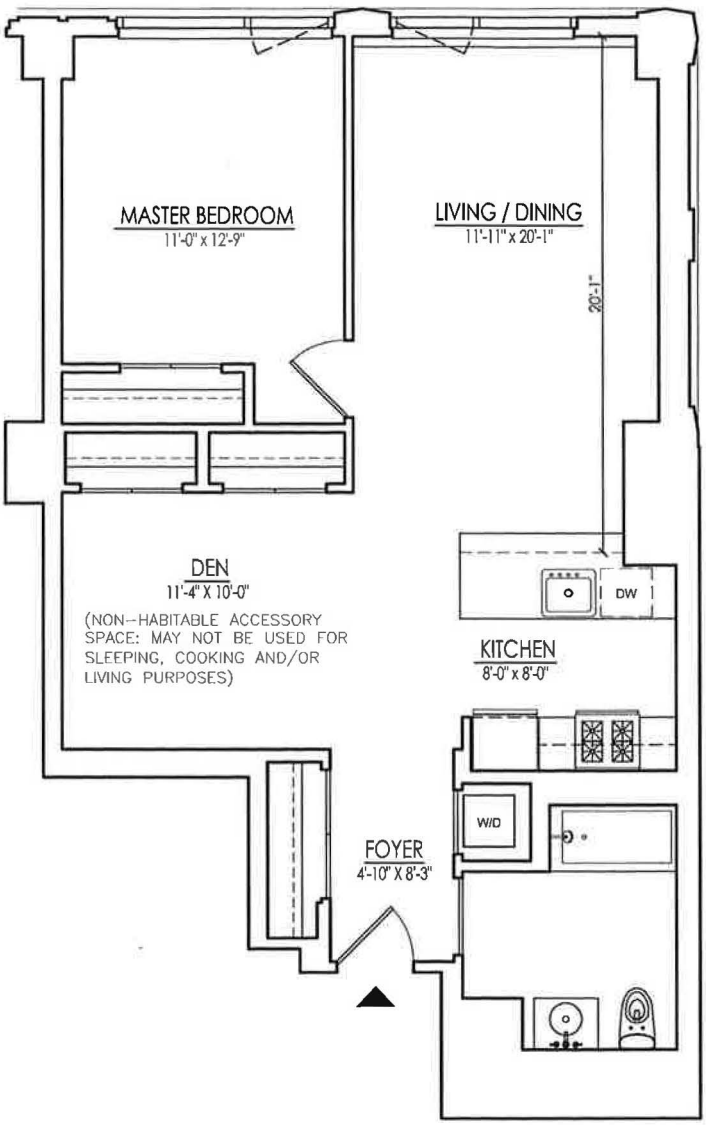
368 Third Avenue

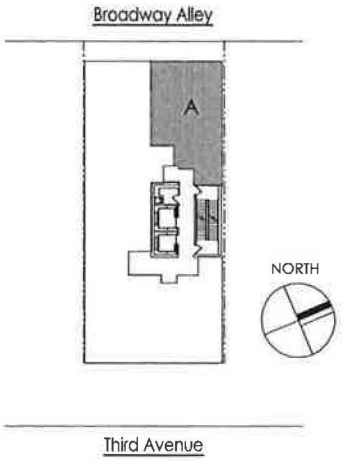
Retail Space

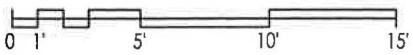
Floor: 1st

Area: (Approx.) 2,923 Square feet

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



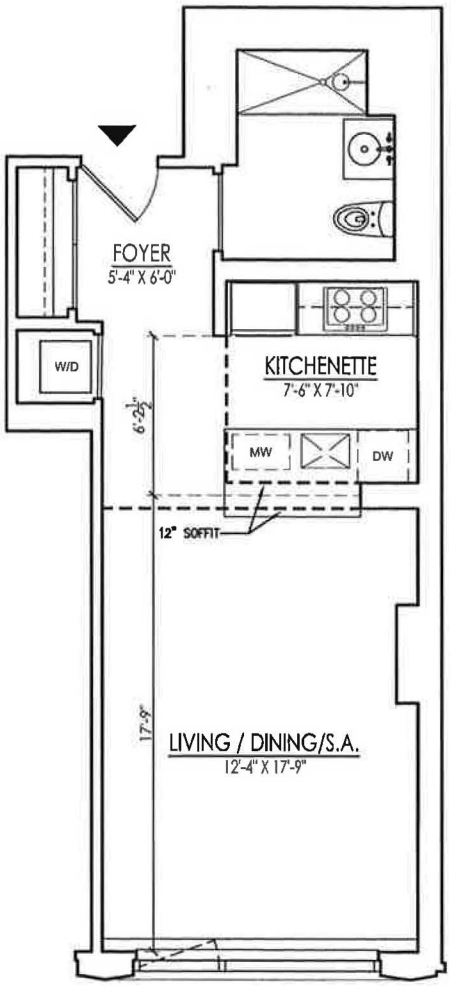


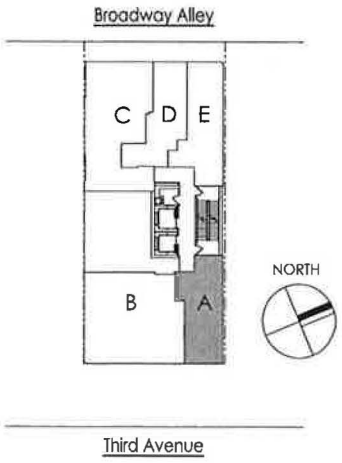


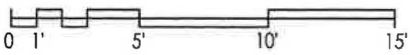
368 Third Avenue

Residence A (Super's)
Floor: 2nd
Area: (Approx.) 933 Square feet
1 Bedroom
1 Bathroom
Den

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



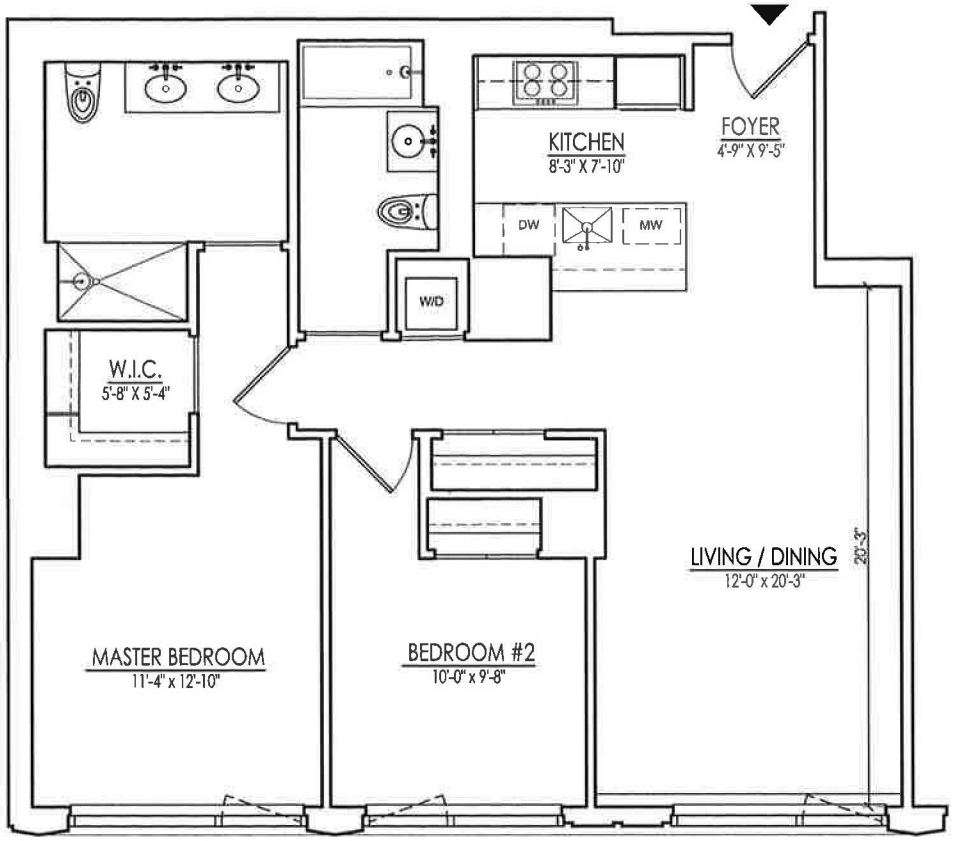


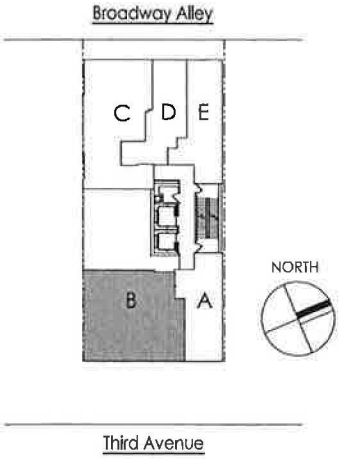


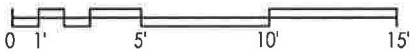
368 Third Avenue

Residence A
Floors: 3rd Thru 7th
Area: (Approx.) 523 Square feet
Studio
1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence B

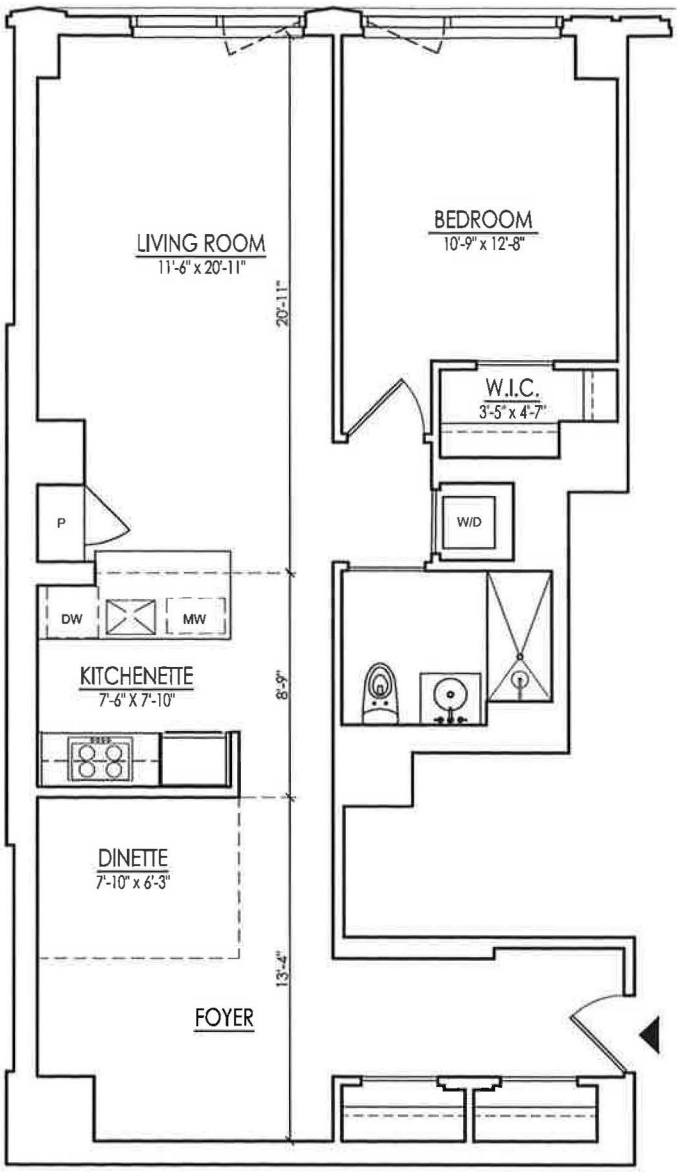
Floors: 3rd Thru 5th

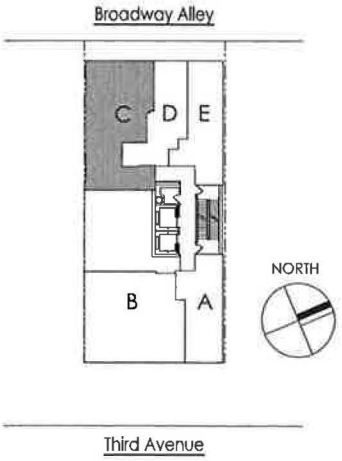
Area: (Approx.) 1,078 Square feet

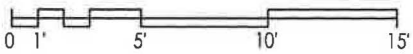
2 Bedroom

2 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence C

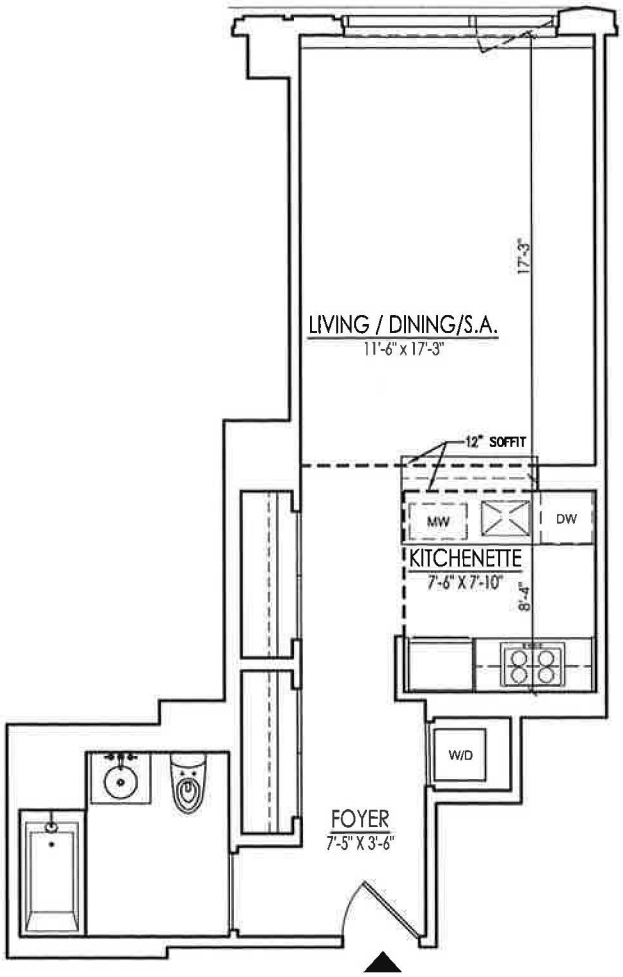
Floors: 3rd Thru 5th

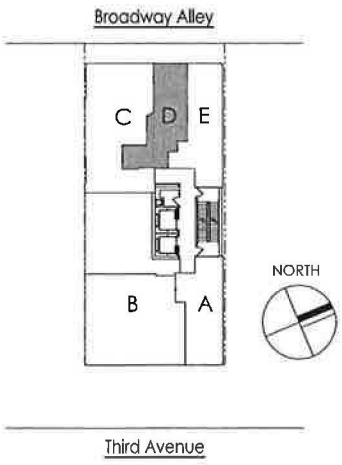
Area: (Approx.) 964 Square feet

1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence D

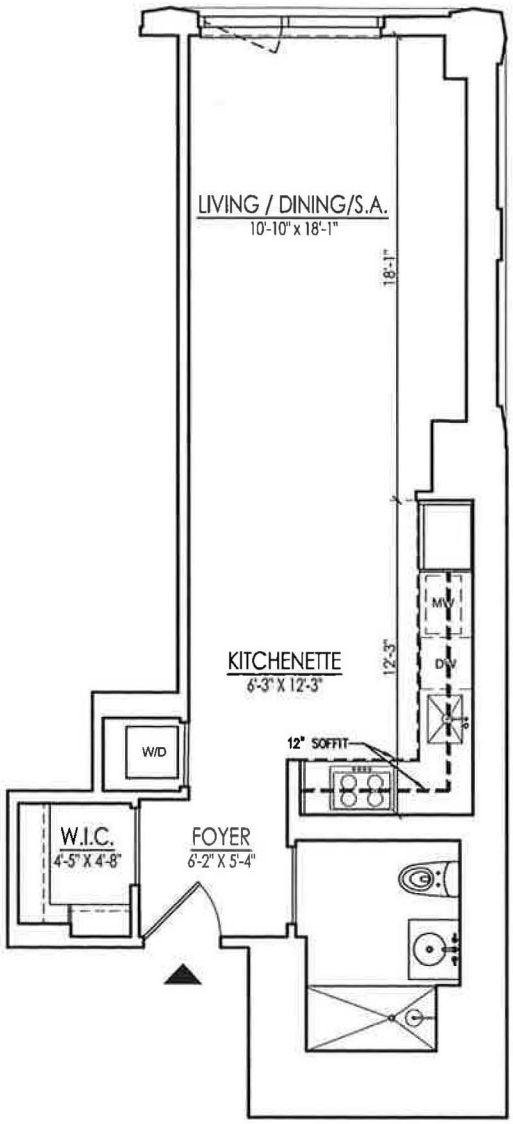
Floors: 3rd Thru 5th

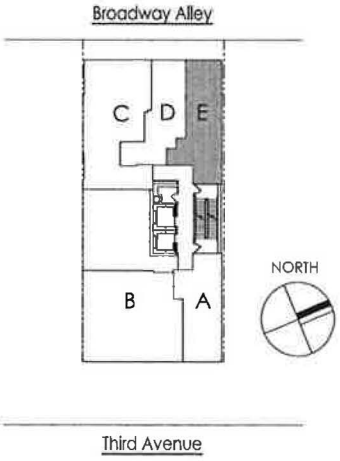
Area: (Approx.) 501 Square feet

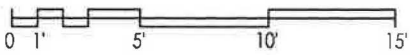
Studio

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



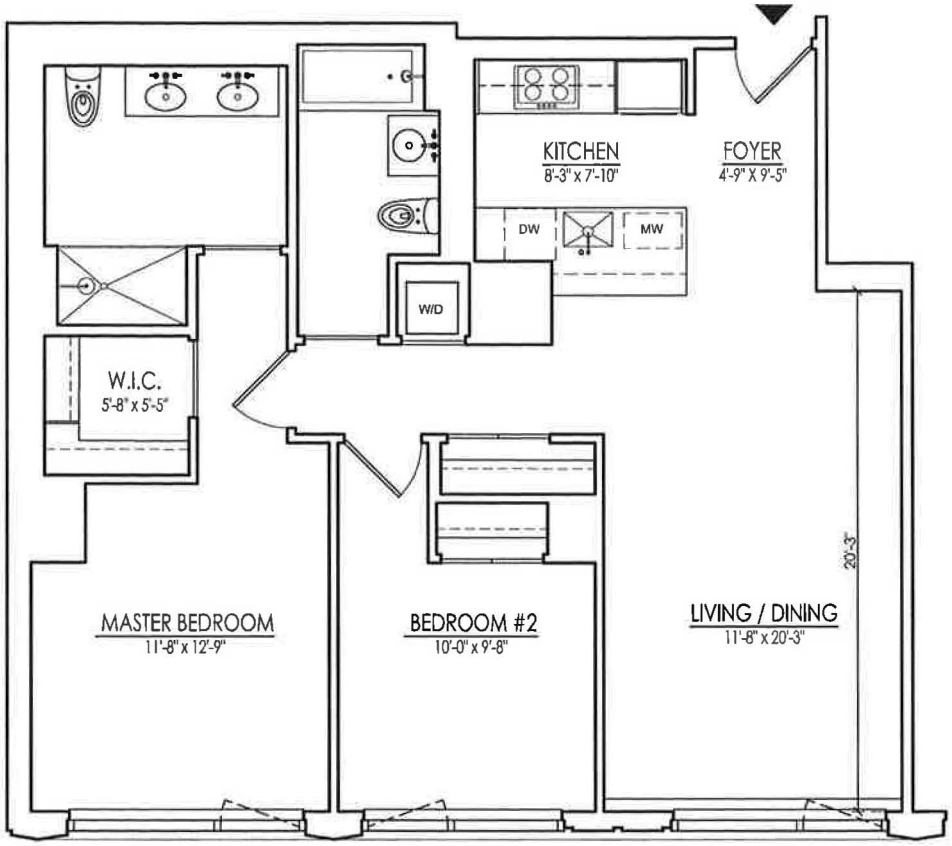


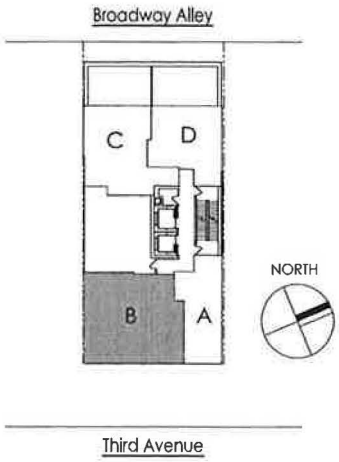


368 Third Avenue

Residence E
Floors: 3rd Thru 5th
Area: (Approx.) 578 Square feet
Studio
1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence B

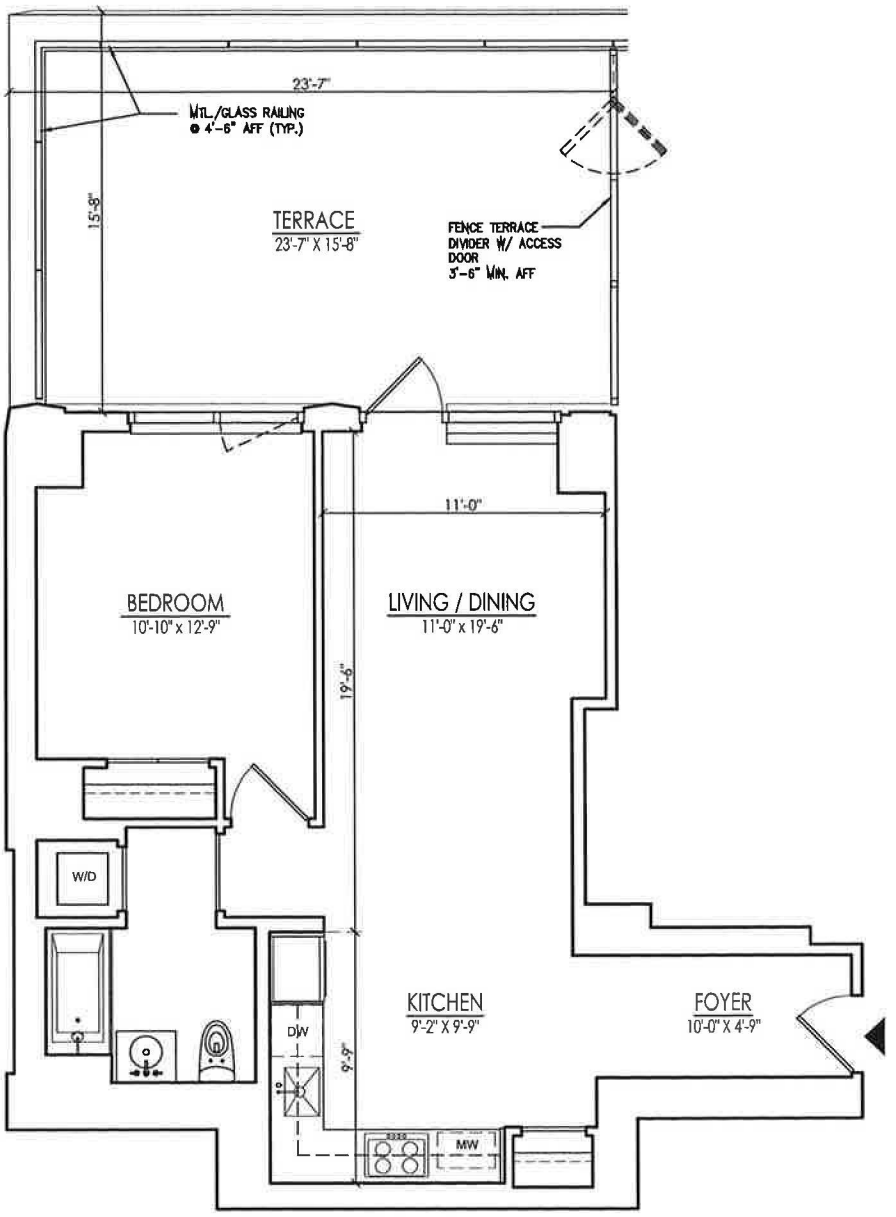
Floor: 6th

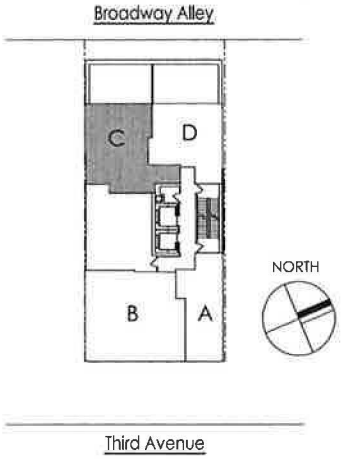
Area: (Approx.) 1,075 Square feet

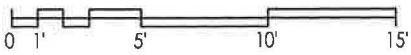
2 Bedroom

2 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence C

Floor: 6th

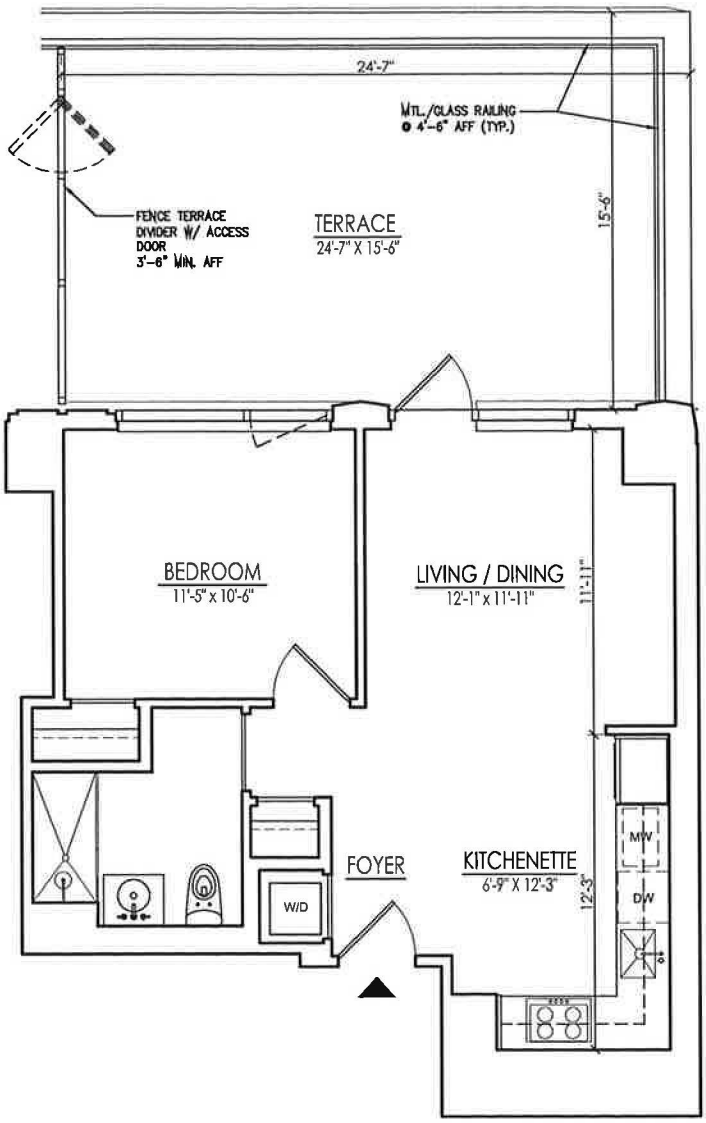
Area: (Approx.) 770 Square feet

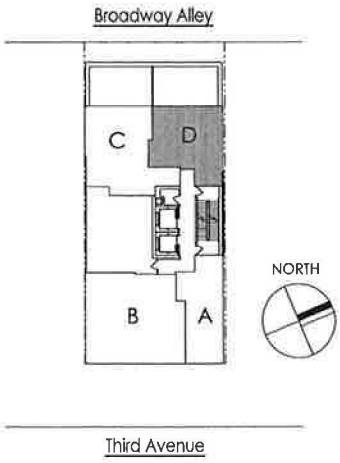
1 Bedroom

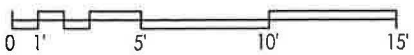
1 Bathroom

Terrace (358 SQ. FT.)

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence D

Floor: 6th

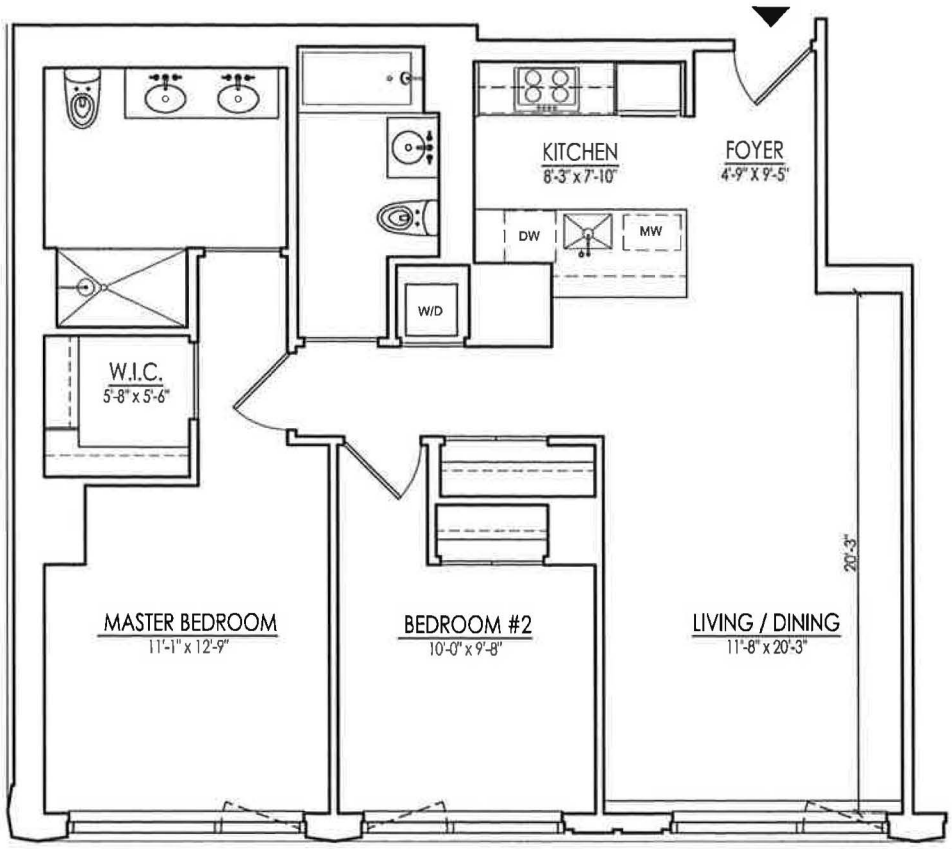
Area: (Approx.) 610 Square feet

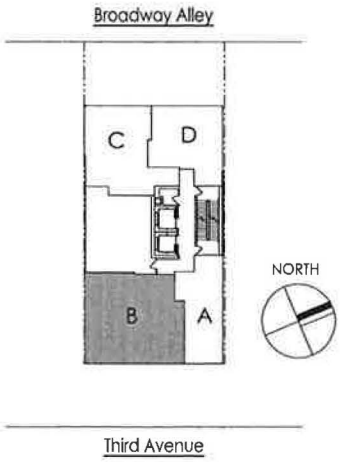
1 Bedroom

1 Bathroom

Terrace (373 SQ. FT.)

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence B

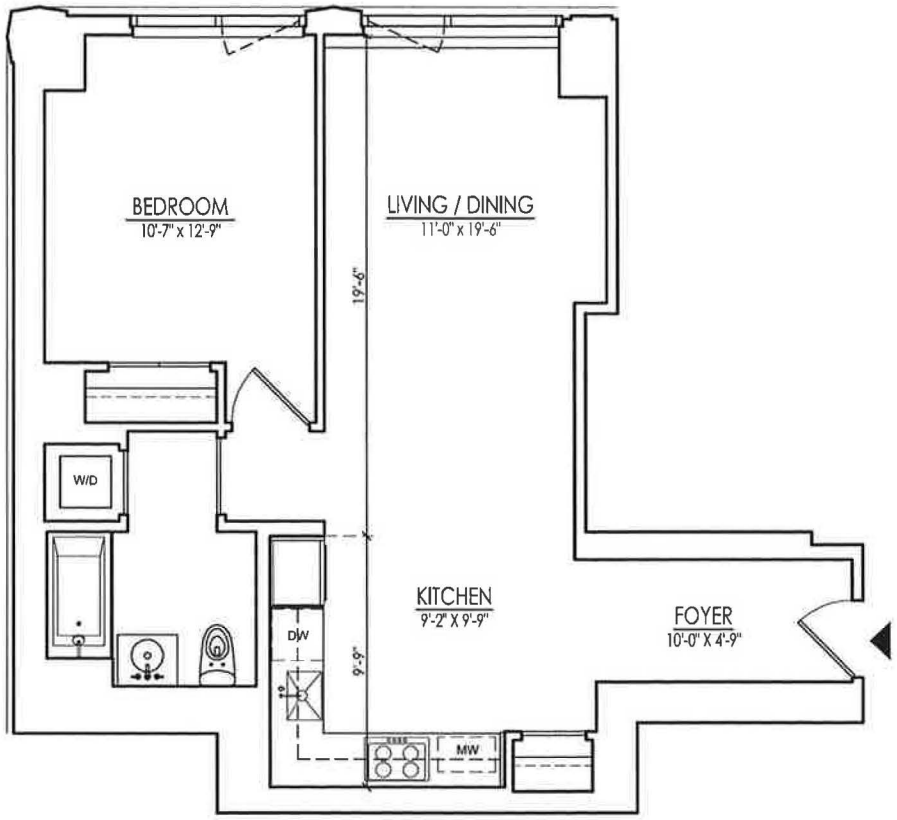
Floor: 7th

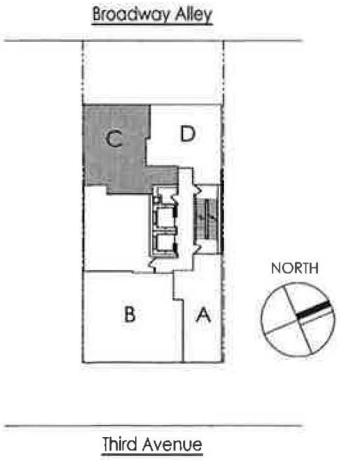
Area: (Approx.) 1,067 Square feet

2 Bedroom

2 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence C

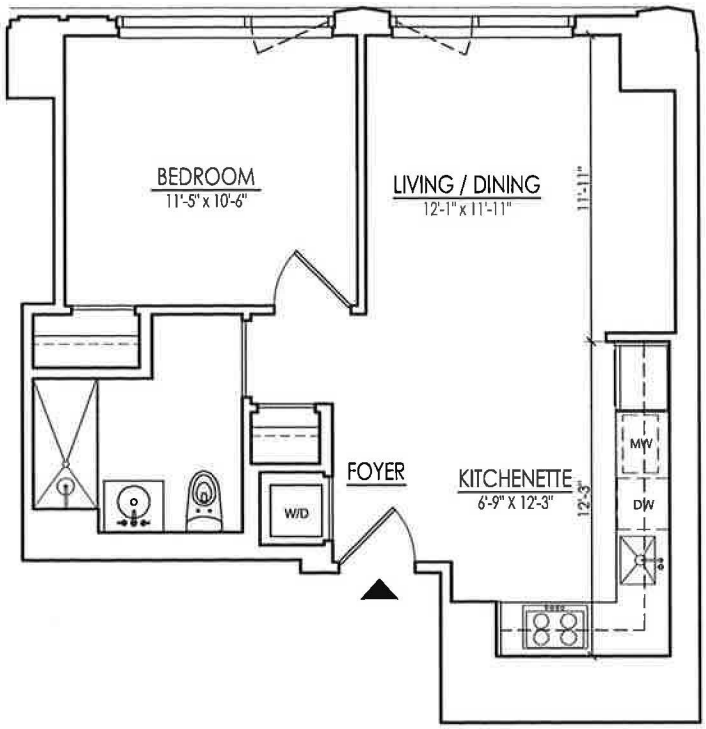
Floor: 7th - 9th

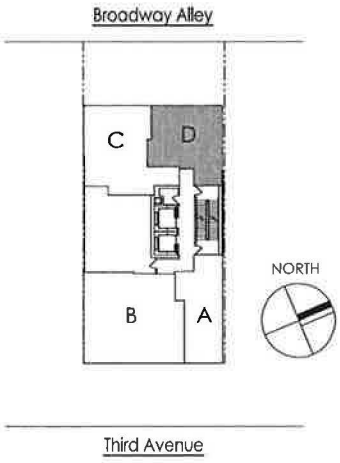
Area: (Approx.) 766 Square feet

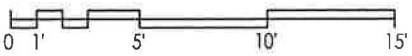
1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence D

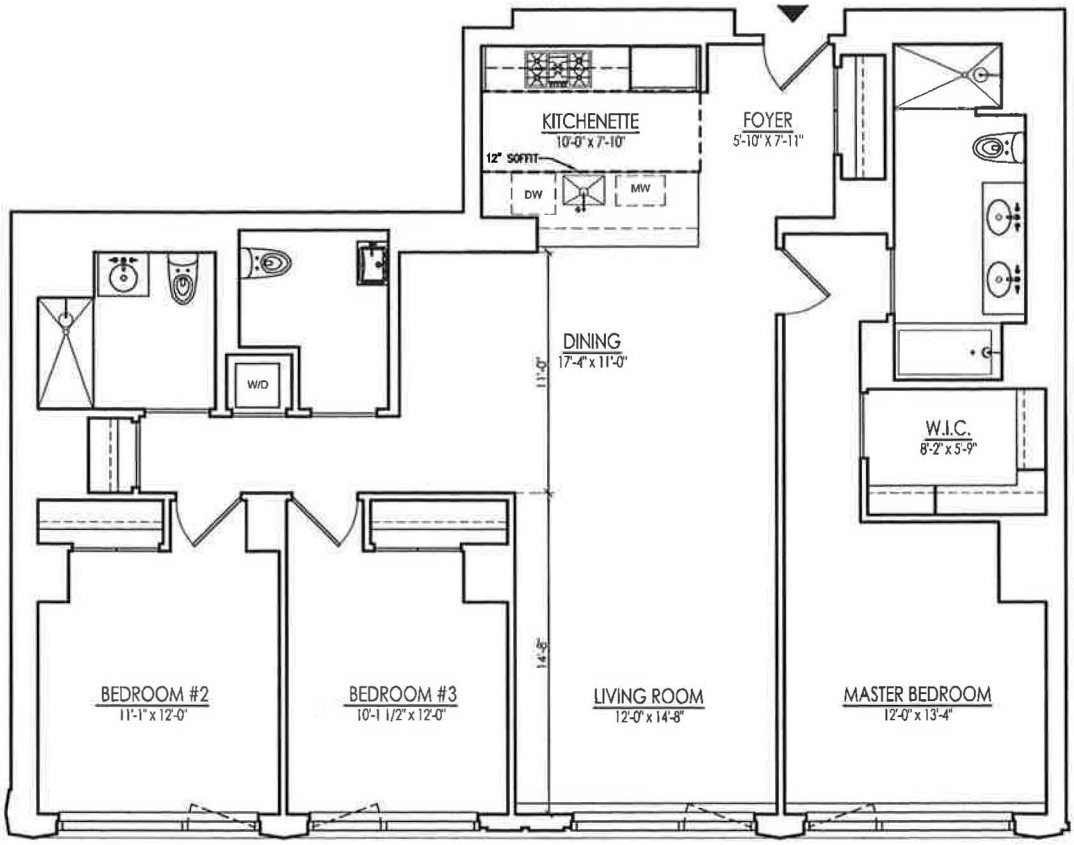
Floor: 7th - 9th

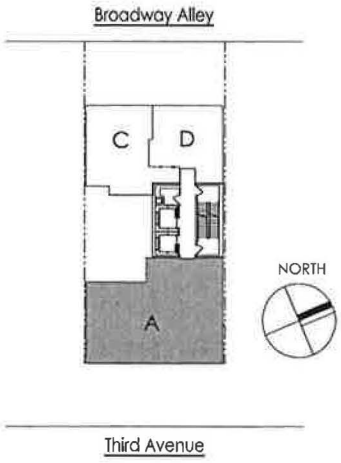
Area: (Approx.) 610 Square feet

1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence A

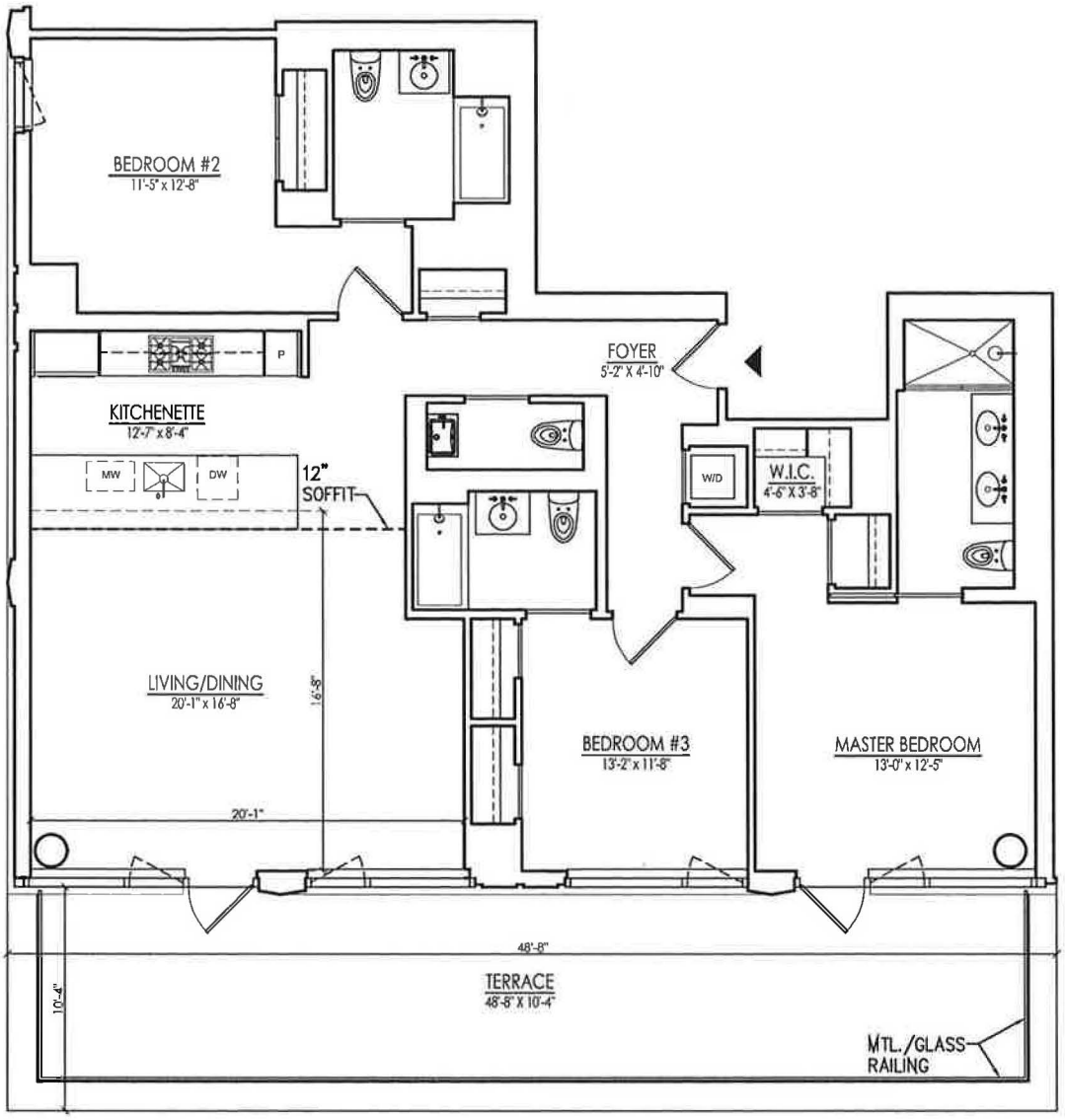
Floors: 8th & 9th

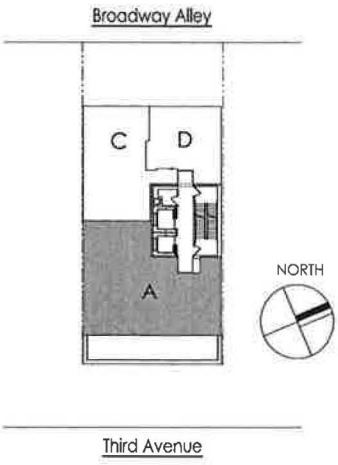
Area: (Approx.) 1,629 Square feet

3 Bedroom

2.5 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.



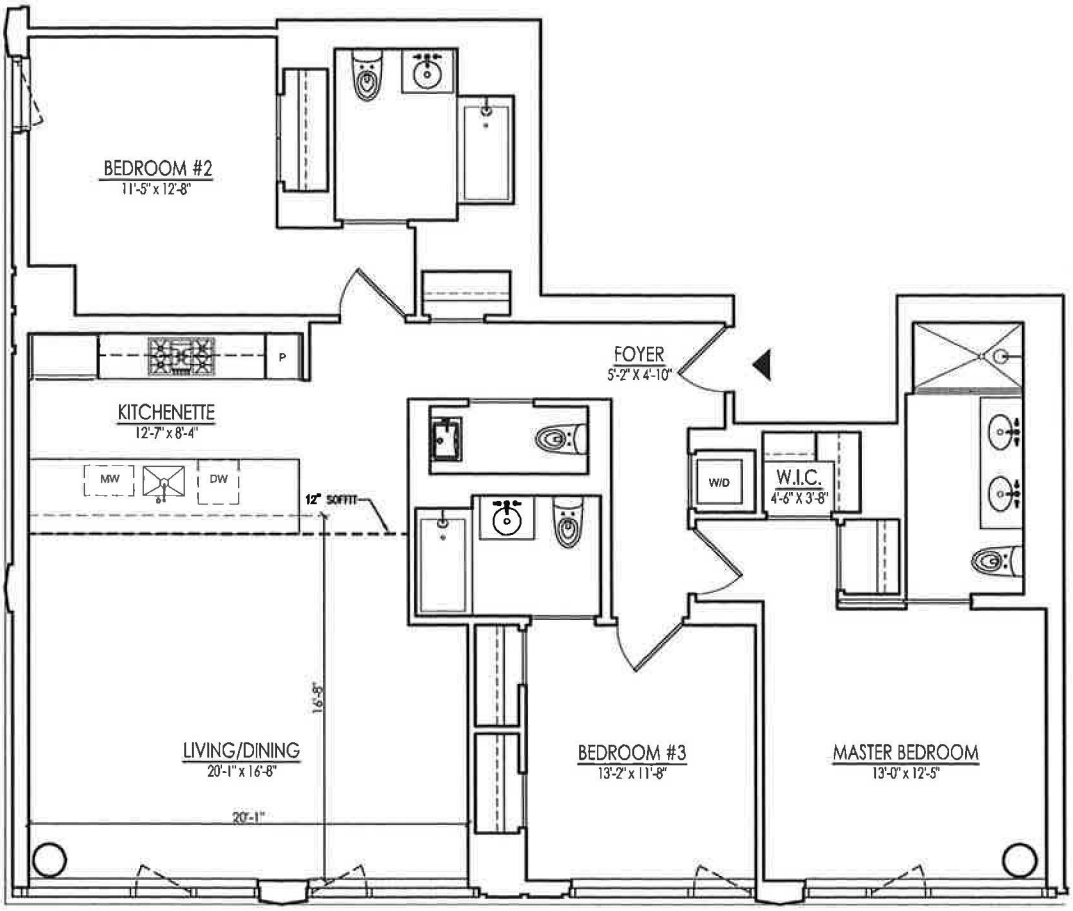


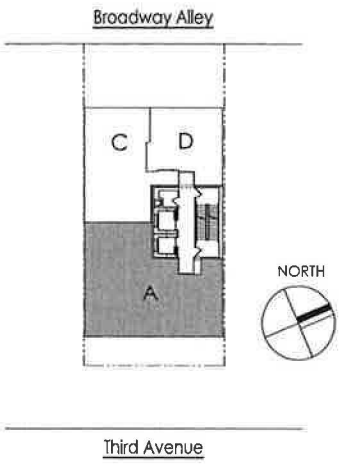


368 Third Avenue

Residence A
Floor: 10th
Area: (Approx.) 1,603 Square feet
3 Bedroom
3.5 Bathroom
Terrace (487 SQ. FT.)

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence A

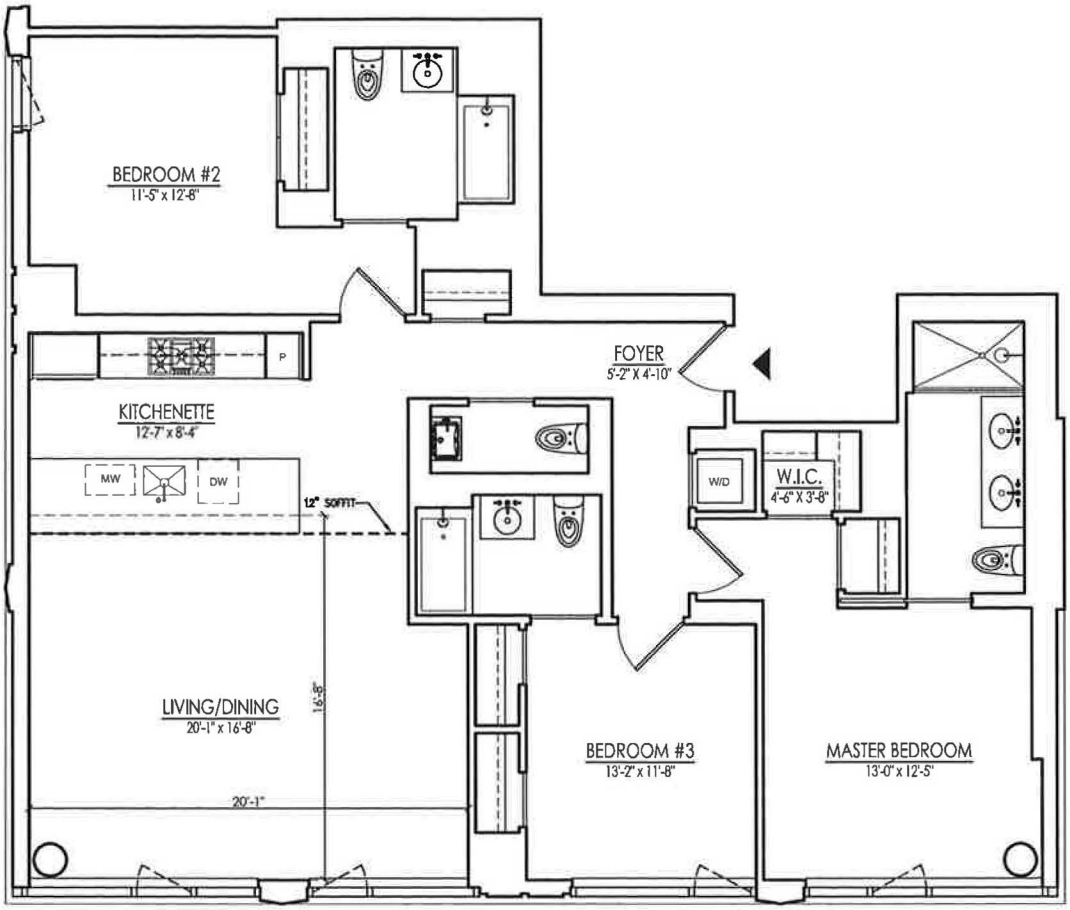
Floors: 11th

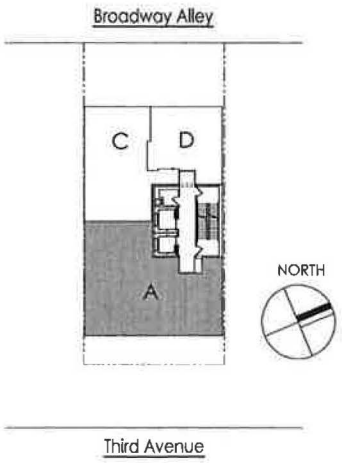
Area: (Approx.) 1,601 Square feet

3 Bedroom

3.5 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence A

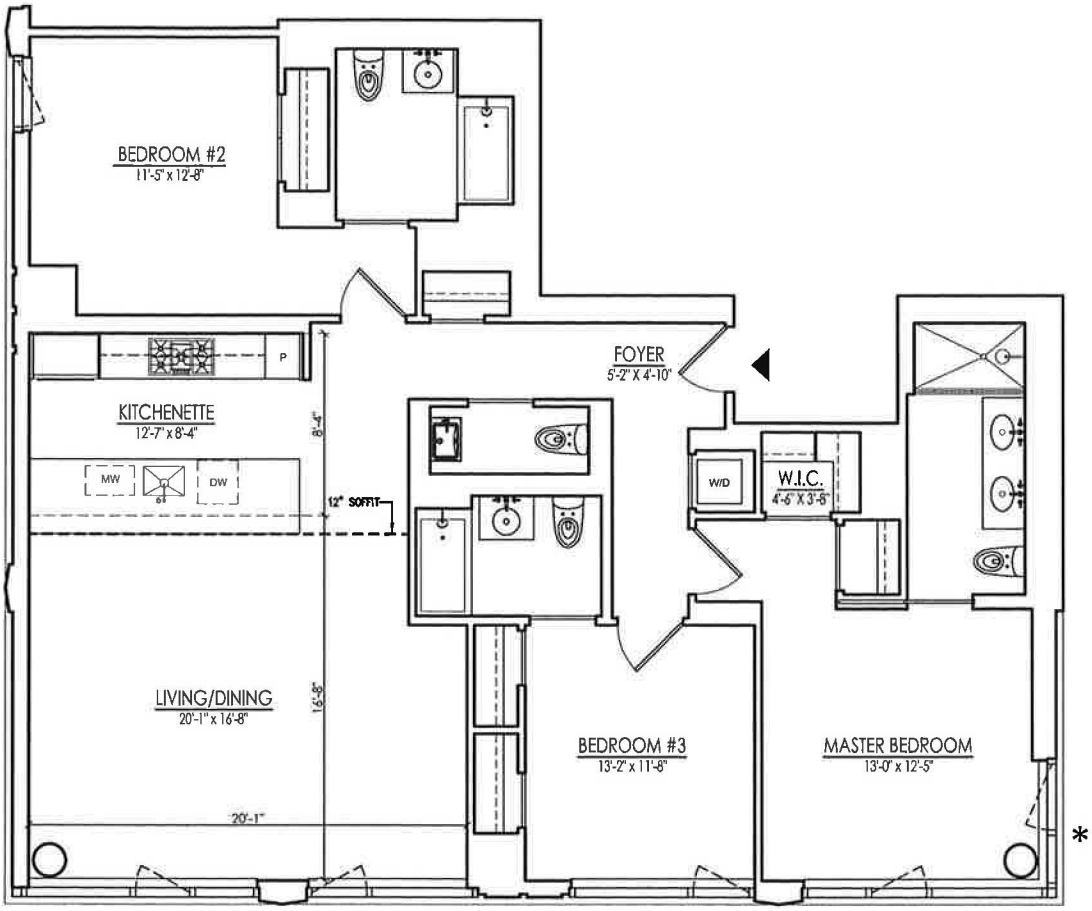
Floors: 12th

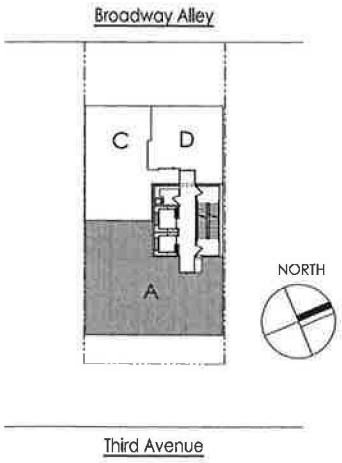
Area: (Approx.) 1,601 Square feet

3 Bedroom

3.5 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.





*LOT LINE WINDOW

0 1' 5' 10' 15'

368 Third Avenue

Residence A

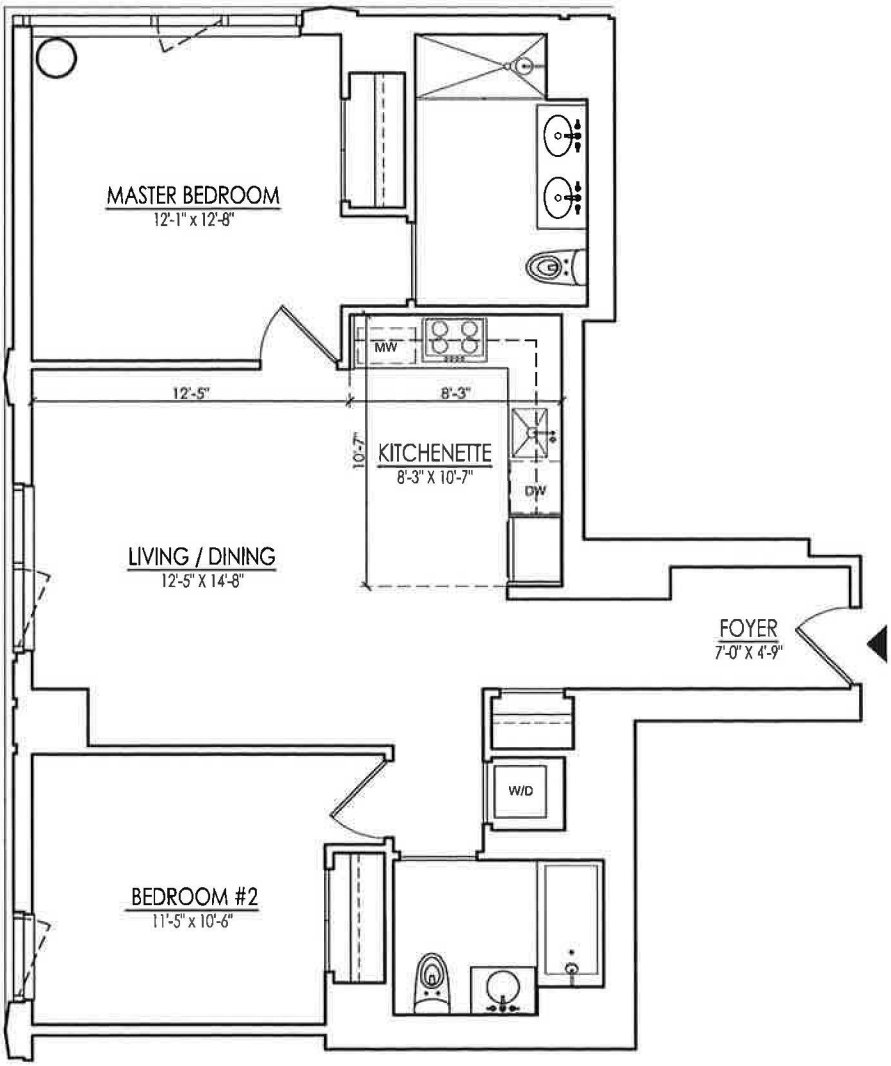
Floors: 14th

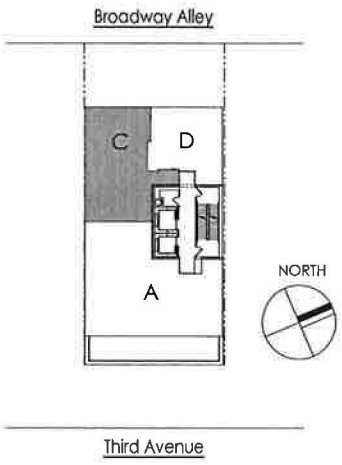
Area: (Approx.) 1,601 Square feet

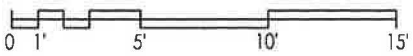
3 Bedroom

3.5 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence C

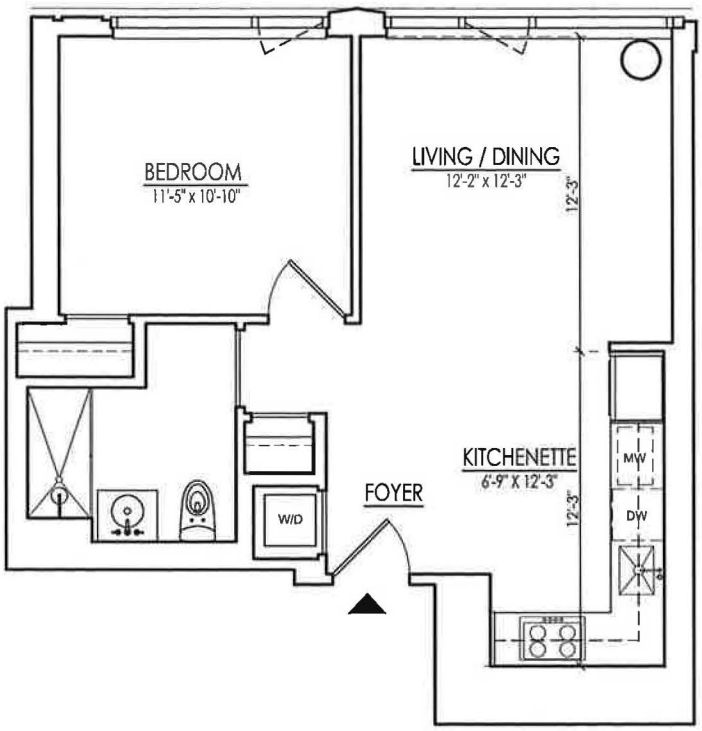
Floors: 10th -12th, 14th

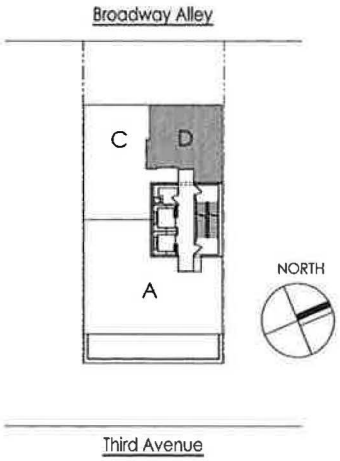
Area: (Approx.) 997 Square feet

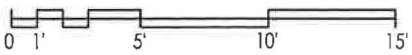
2 Bedroom

2 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence D

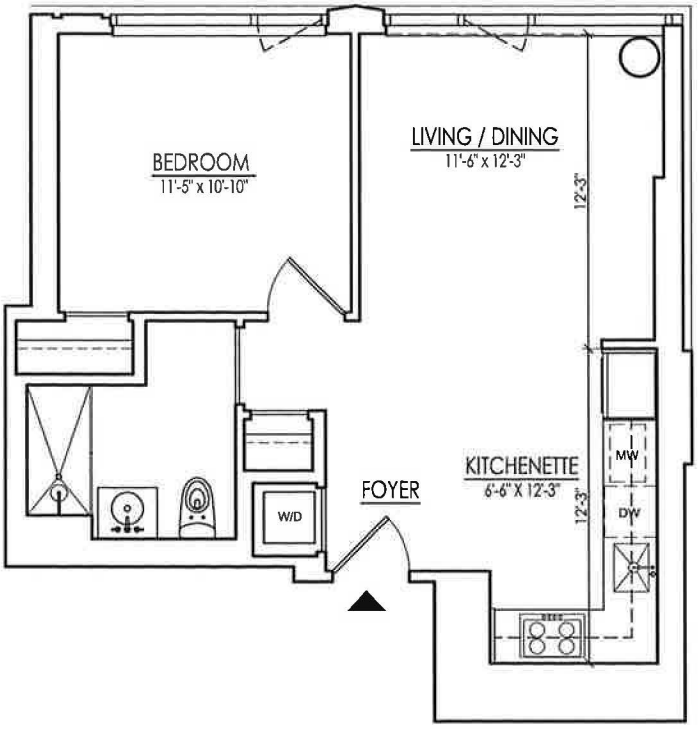
Floors: 10th, 11th

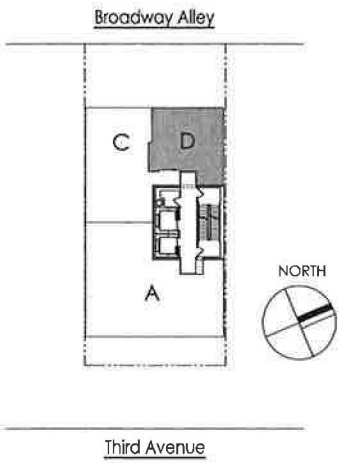
Area: (Approx.) 619 Square feet

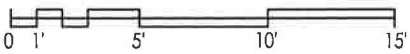
1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence D

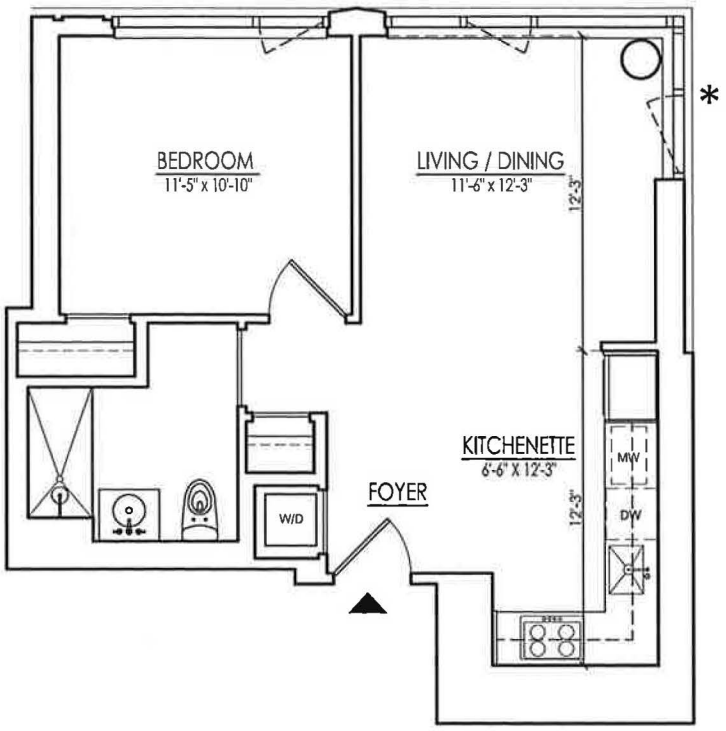
Floor: 12th

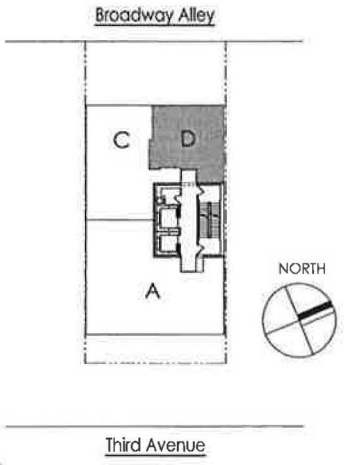
Area: (Approx.) 619 Square feet

1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence D

Floor: 14th - 16th, 18th - 26th

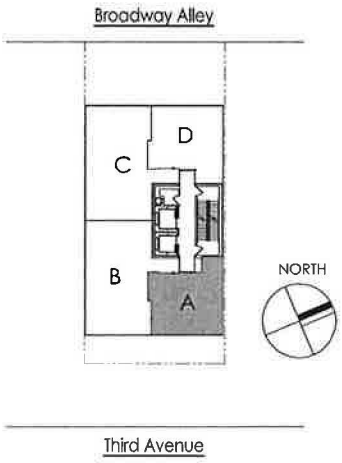
Area: (Approx.) 622 Square feet

1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.





* LOT LINE WINDOW

0 1' 5' 10' 15'

368 Third Avenue

Residence A

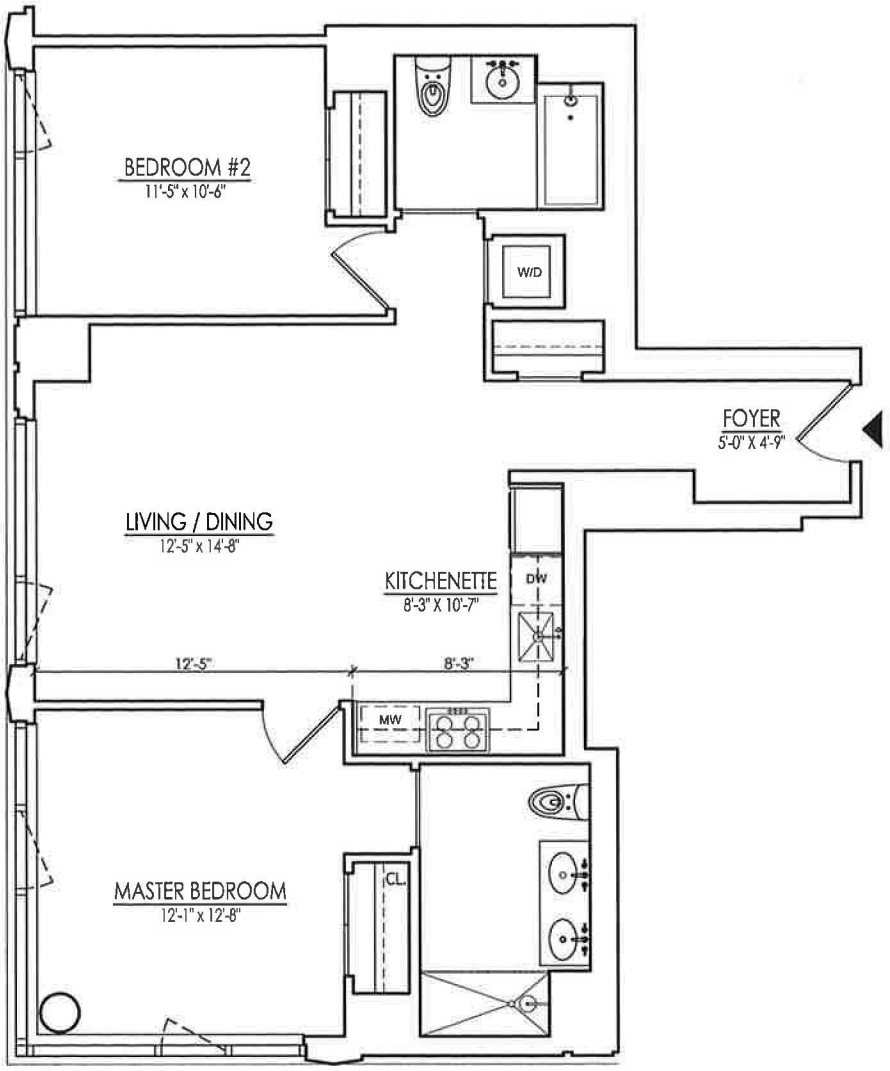
Floors: 15th, 16th, 18th - 26th

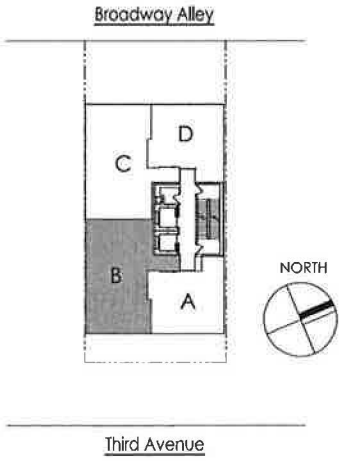
Area: (Approx.) 609 Square feet

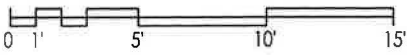
1 Bedroom

1 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence B

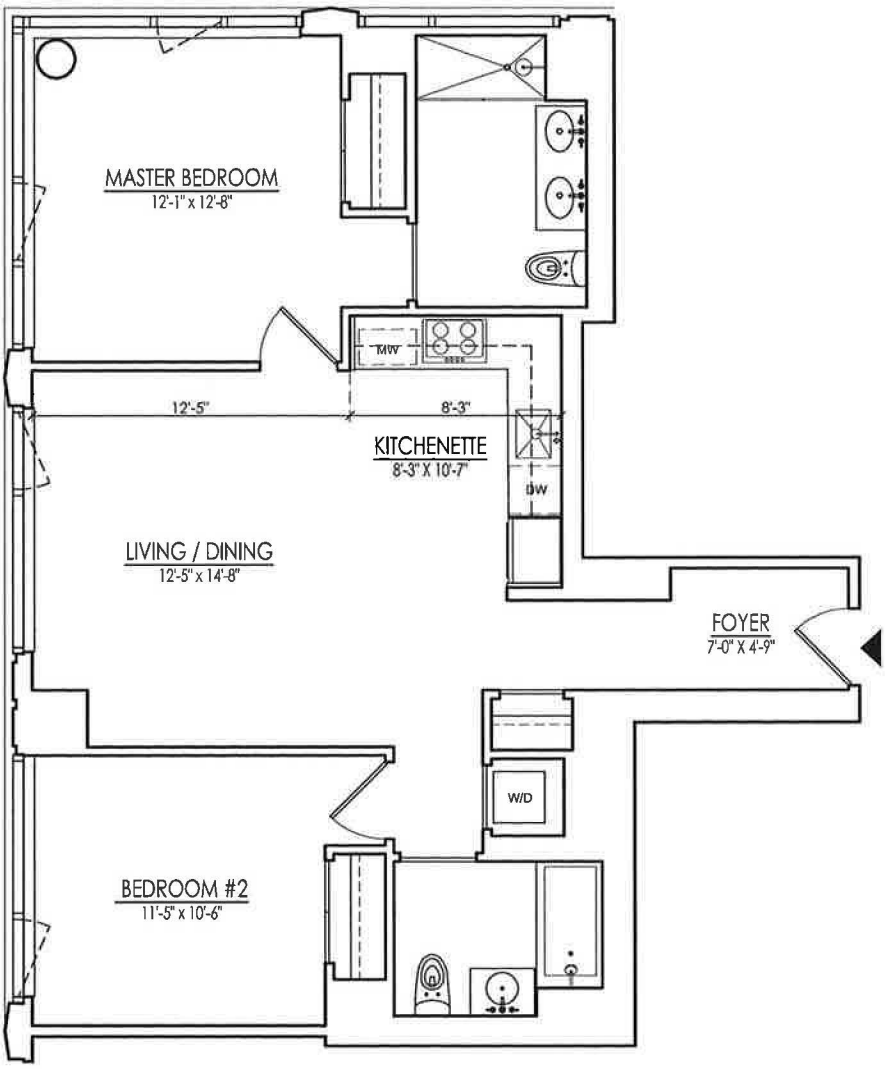
Floors: 15th, 16th, 18th - 26th

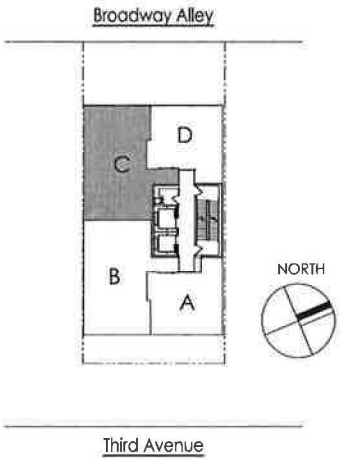
Area: (Approx.) 997 Square feet

2 Bedroom

2 Bathroom

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence C

Floors: 15th, 16th, 18th-26th

Area: (Approx.) 996 Square feet

2 Bedroom

2 Bathroom

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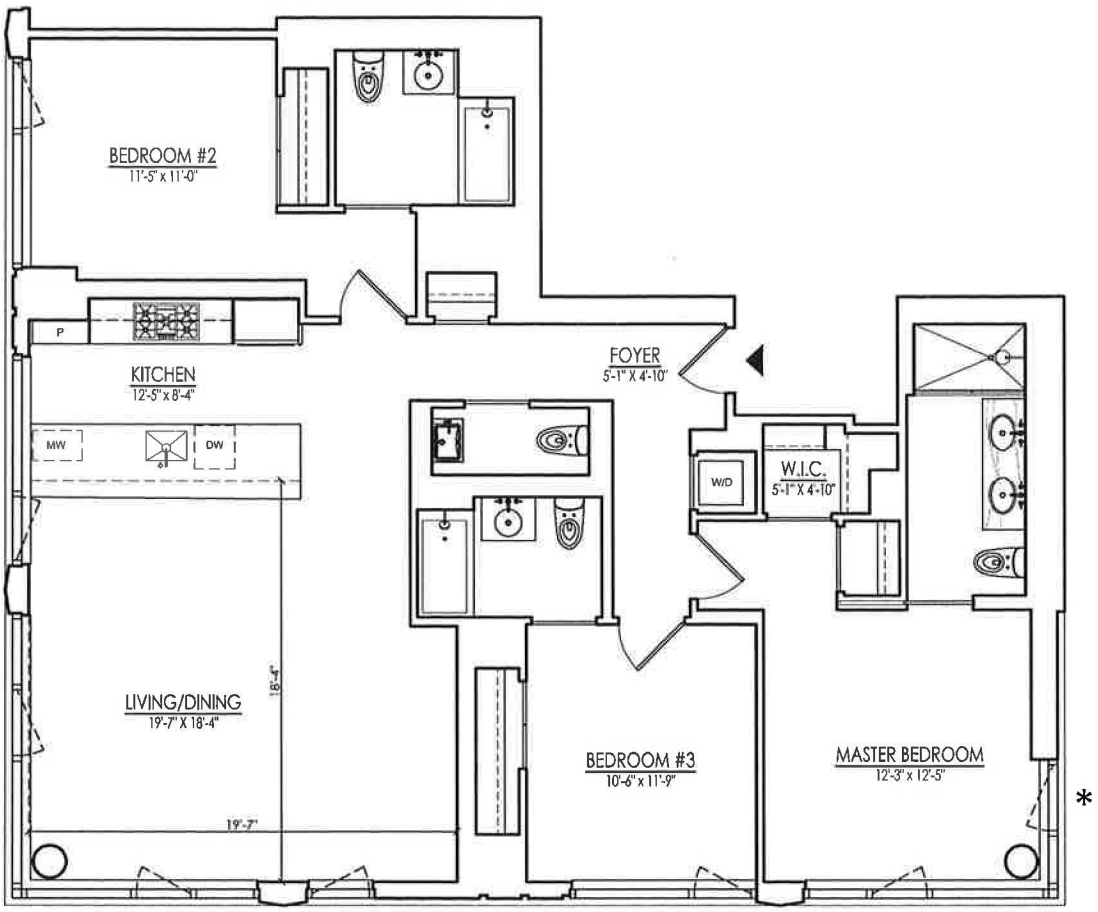

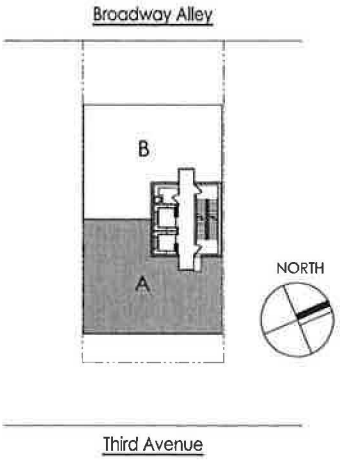

*LOT LINE WINDOW

0 1' 5' 10' 15'

368 Third Avenue

Residence A

Floors: 27th thru 32nd

Area: (Approx.) 1,605 Square feet

3 Bedroom

3.5 Bathroom

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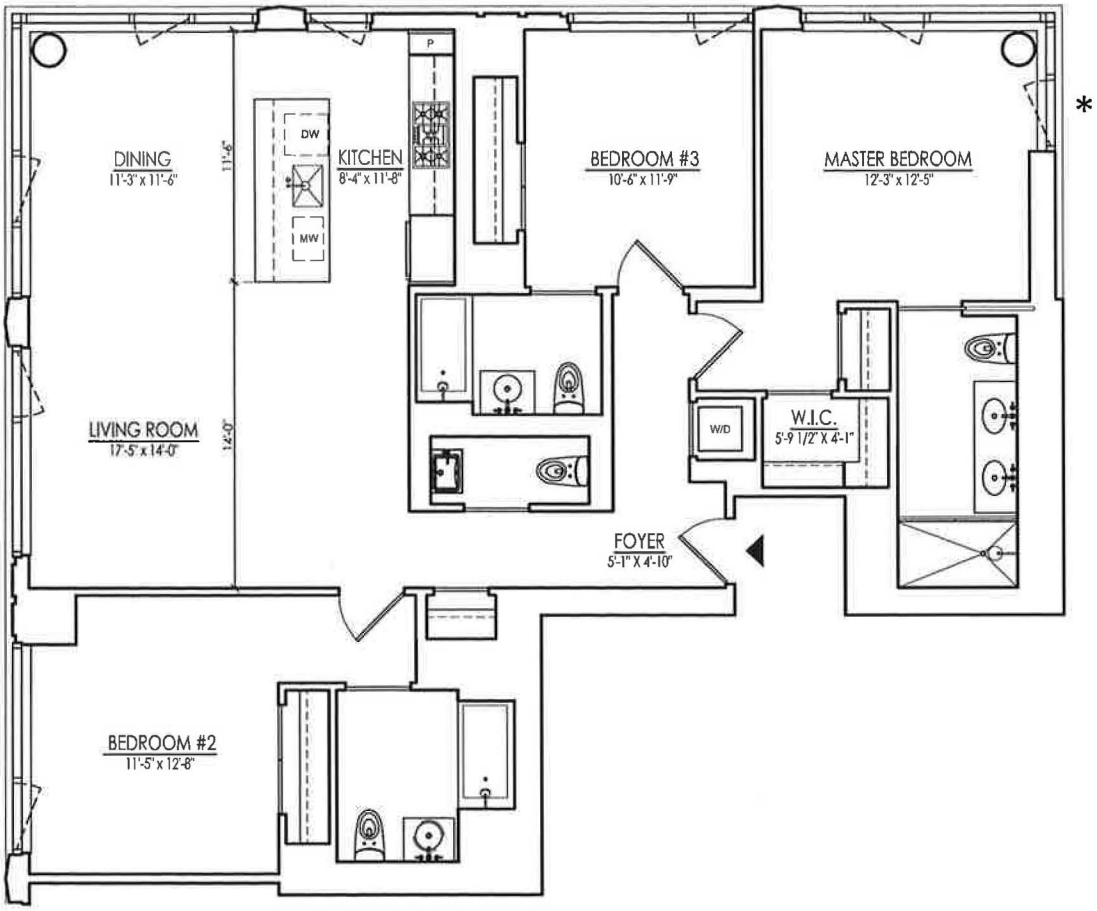

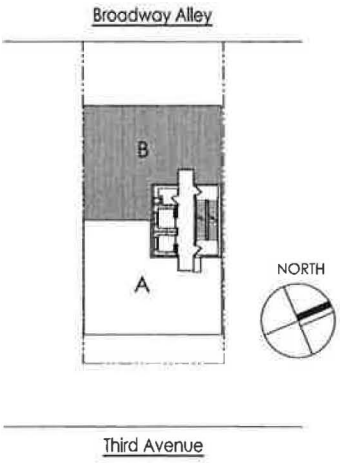

*LOT LINE WINDOW

0 1' 5' 10' 15'

368 Third Avenue

Residence B

Floors: 27th thru 32nd

Area: (Approx.) 1,619 Square feet

3 Bedroom

3.5 Bathroom

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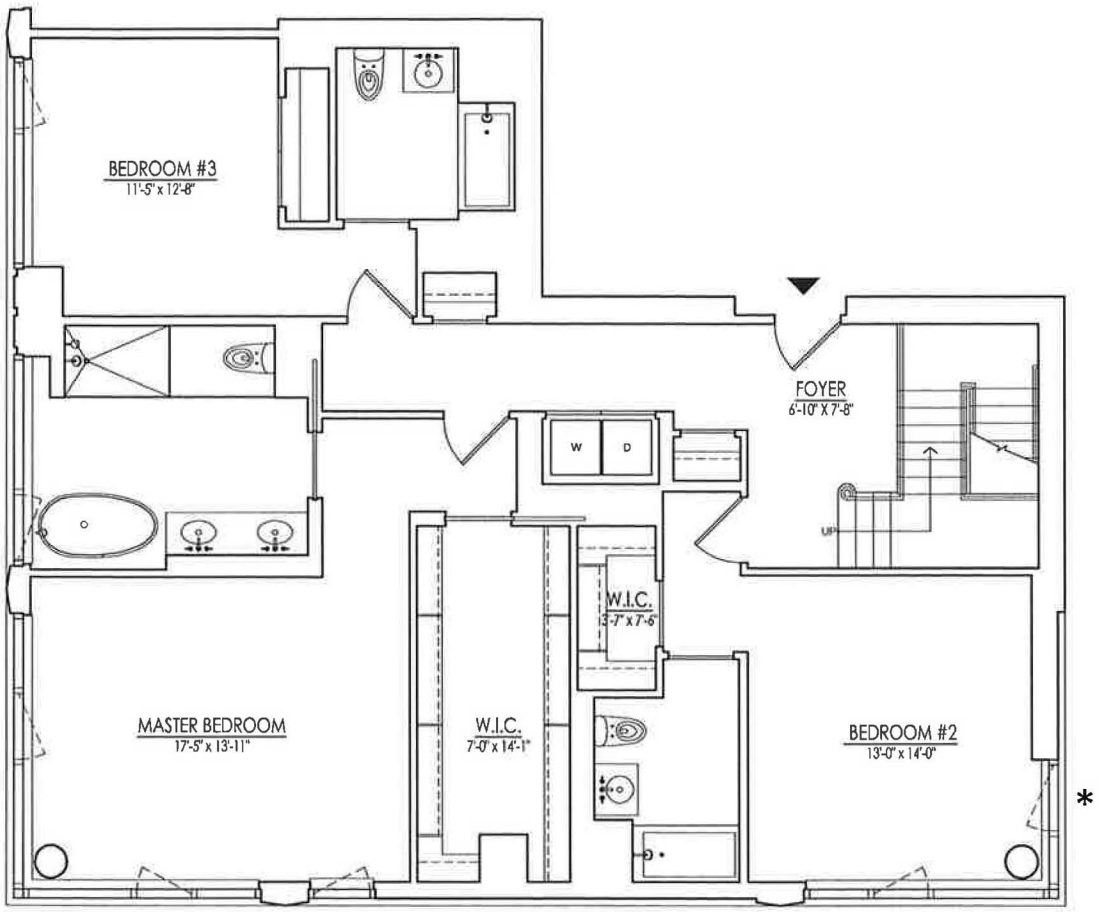
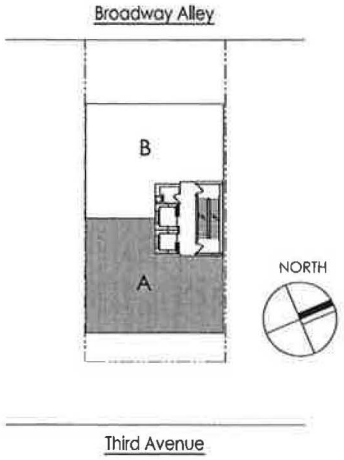




* LOT LINE WINDOW

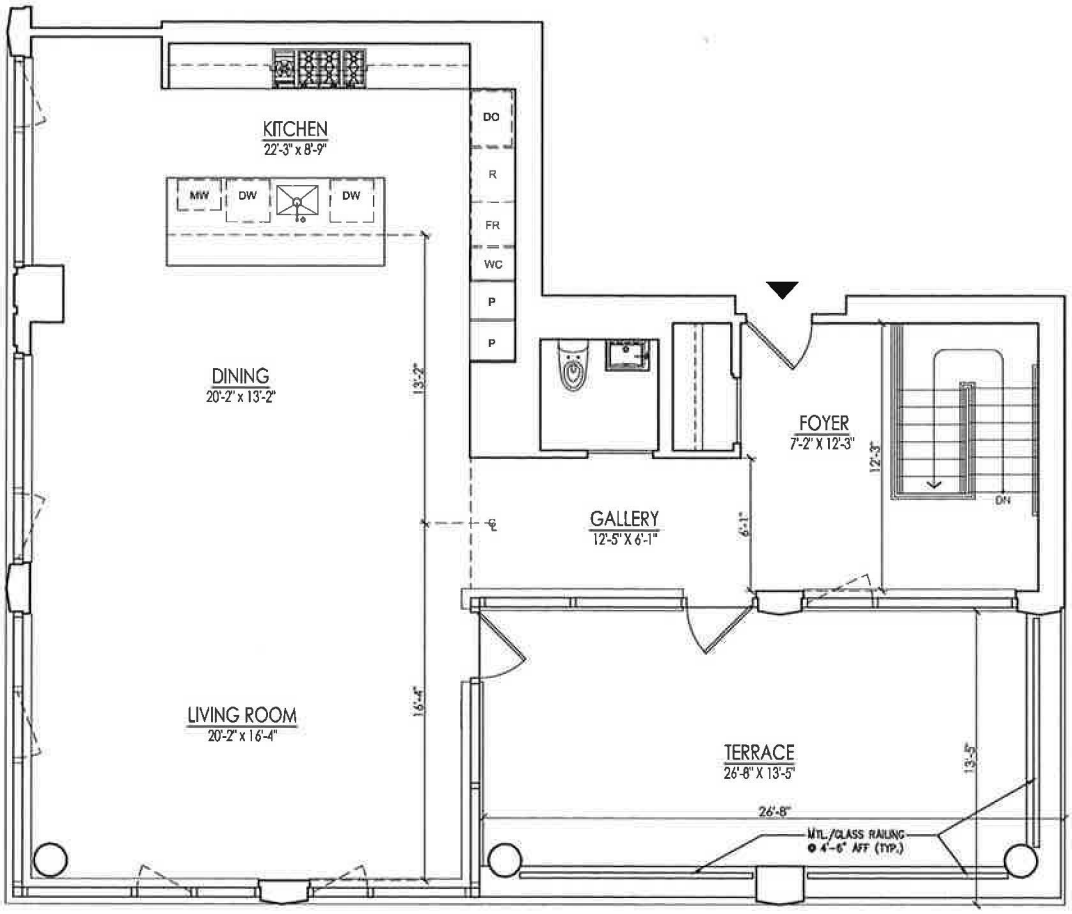
0 1' 5' 10' 15'

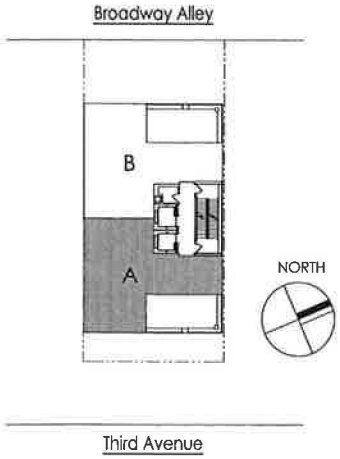
368 Third Avenue

Residence A

Floors: PH 33rd and PH 34th
(Duplex - Lower Level)
Area: (Approx.) 2,926 Square feet
3 Bedroom
3.5 Bathroom
Terrace (358 SQ. FT.)

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence A

Floors: PH 33rd and PH 34th

(Duplex - Upper Level)

3 Bedroom

3.5 Bathroom

Terrace (358 SQ. FT.)

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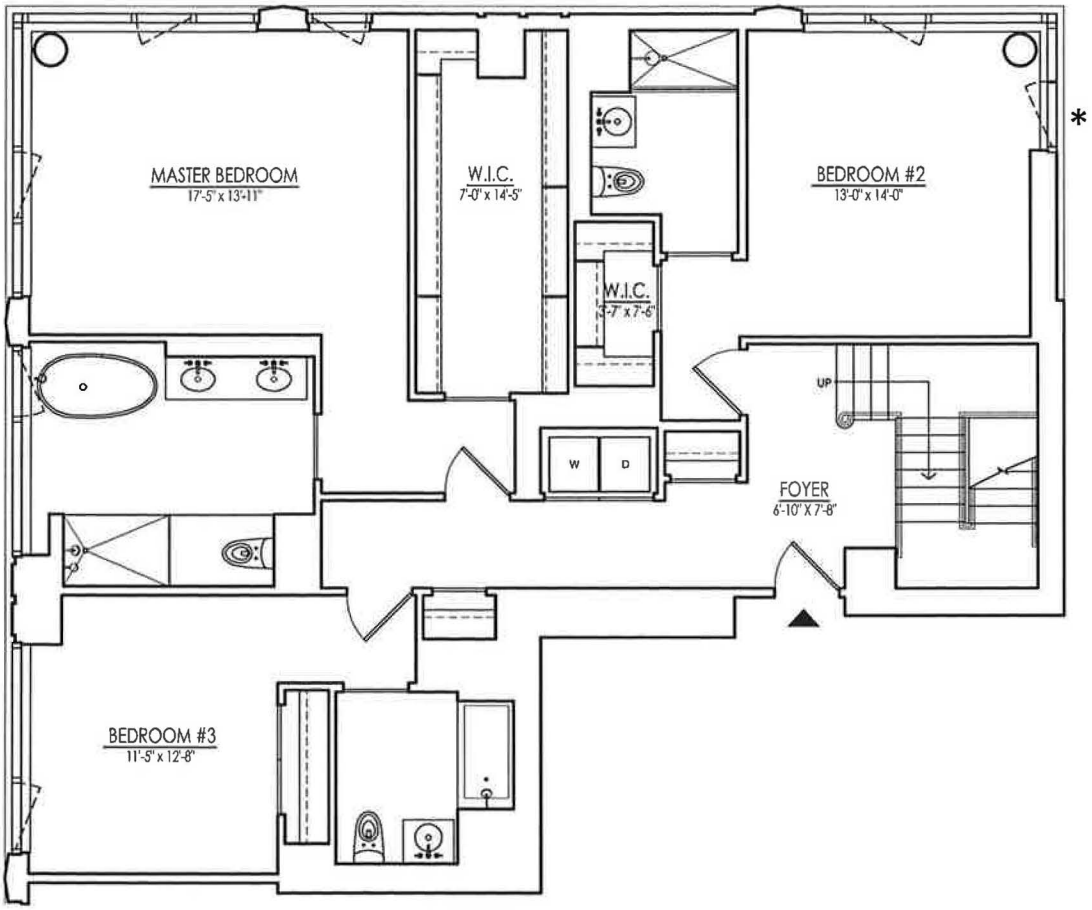
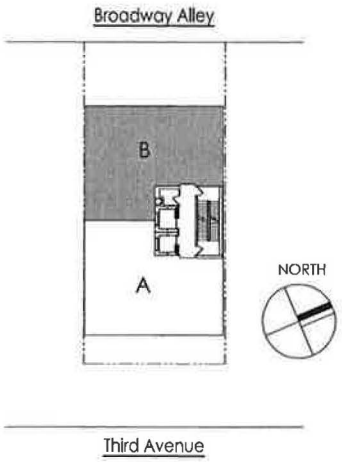




* LOT LINE WINDOW

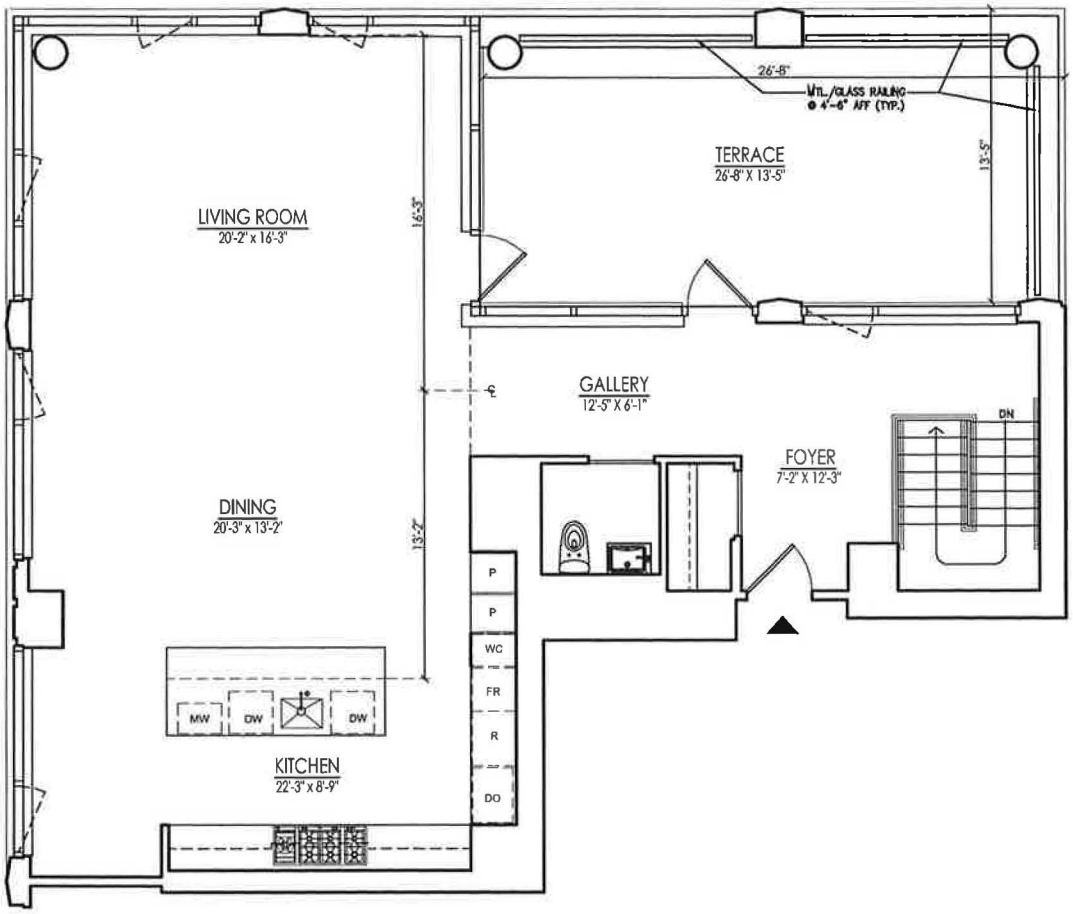


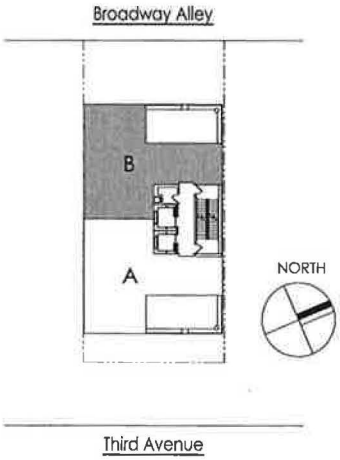
368 Third Avenue

Residence B

Floors: PH 33rd and PH 34th
(Duplex - Lower Level)
Area: (Approx.) 2,926 Square feet
3 Bedroom
3.5 Bathroom
Terrace (358 SQ. FT.)

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.







368 Third Avenue

Residence B

Floors: PH 33rd and PH 34th

(Duplex - Upper Level)

3 Bedroom

3.5 Bathroom

Terrace (358 SQ. FT.)

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and othe Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 368 Third Avenue, New York County, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: 368 Third Avenue Condominium
Located at 368 Third Avenue
New York, New York 10016

SPONSOR:

368 Third Owners LLC
540 Madison Avenue, Suite 16B
New York, NY 10022

DATE OF DECLARATION: _____, 20__.

The land affected by the within instrument lies in Block 882 Formerly Tax Lots 47 and 48 now known as Lot 48 and to be Known as Tax Lots ____ to ____ on the Tax Map of the Borough of Manhattan, County, City and State of New York.

Record and Return:

D'AGOSTINO, LEVINE, LANDESMAN, LEDERMAN, RIVERA & SAMPSON, LLP
Attorneys for Sponsor
345 Seventh Avenue, 23rd Floor
New York, New York 10001
(212) 564-9800

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as 368 Third Avenue Condominium located at 368 Third Avenue, Borough of Manhattan, County of New York, City and State of New York, Pursuant to Article 9-B of Real Property Law of the State of New York.

368 Third Owners LLC, a limited liability company organized and existing under the laws of the State of Delaware, and authorized to do business in the State of New York, with offices at 540 Madison Avenue, Suite 16B, New York, New York 10022, hereinafter collectively referred to as the "Sponsor" and/or "Declarant" does hereby declare:

1. **Submission of Property**: Sponsor hereby submits the land hereinafter described, together with the building and improvements thereon erected (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land or Building, which rights are being reserved by Sponsor for itself and any successors or assigns.

2. **Area and Location of Land**. The land ("Land") has an area of approximately 5,532 square feet and consists of all that certain tracts, plots, pieces and parcels of land situate, lying and being in the County of New York, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple.

3. **Name of Condominium**. The Condominium shall be known as 368 Third Avenue Condominium.

4. **Description of the Building**. The Sponsor is constructing a new building to be situated at the Property. The new building will be a mixed use commercial/residential building, consisting of thirty-six (36) designated floors (thirty-five (35) structural floors) plus a cellar level, main roof and roof bulkhead levels. As shown on the Floor Plans (defined hereinafter), the floors of the Building are designated cellar, ground or first floor, second floor through the twelfth floor, then the fourteenth floor through the thirty-sixth floor. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the New Building. The structural sixteenth floor, which has been designated the seventeenth floor, and the structural thirty-fourth floor, which has been designated the thirty-fifth floor, do not contain any residential units and alternatively consist of mechanical space. All floor references in this Declaration and in the By-Laws of the Condominium to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in this Declaration and the By-Laws of the Condominium. Further, pursuant to such designations, the

thirty-third and thirty-fourth floors shall be designated as penthouse floors while the main roof levels including the designated thirty-sixth floor and above, will be comprised of a common outdoor roof terrace for the exclusive use of all of the Residential Unit Owners, plus mechanical rooms, mechanical equipment, the cooling towers, and other mechanical terrace areas for the Building. Additionally, the second floor of the Building will contain certain recreational amenities, including, but not limited to, a party room, a gym/fitness room, a yoga/pilates room, half bathroom, and a media room, while the cellar level, fourth floor and sixth floor also contain common storage rooms with individual storage rooms therein, and on the cellar level and fifth floor there are bike storage rooms, all of which will be for the exclusive use of all of the Residential Unit Owners.

The newly constructed Building shall be comprised of one (1) commercial unit (the "Commercial Unit") and one hundred (100) residential units, including a superintendent's apartment (the "Residential Units"), plus other common elements of the Building as defined herein (the "Common Elements"). The Common Elements shall either be for the use of all of the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). The superintendent's apartment (the "Superintendent's Unit") will be located on the 2nd floor of the Building and is designated as Residential Unit 2A and shall be sold to the Board of Managers on behalf of all of the Unit Owners. Prior to the First Unit Closing, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit and the Board of Managers shall purchase whichever Unit is designated by Sponsor to be the Superintendent's Unit; provided, however that such new designation and sale shall only be made pursuant to an amendment to the Plan and shall not result in the Condominium incurring financing charges on common charges, real estate taxes, and fifty percent (50%) of the new purchase price, the sum of which exceed the costs of owning Unit 2A as set forth in Schedule B, by more than 25%.

The Commercial Unit will be located on those portions of the first floor and the cellar level of the Building which are not Common Elements. As stated above, one (1) Residential Unit, the Superintendent's Unit, will be located on the second floor. The third, fourth and fifth floors will contain five (5) Residential Units, while the sixth, seventh, designated fifteenth, sixteenth, eighteenth through and including the twenty-sixth floors will each contain four (4) Residential Units. Three (3) Residential Units will be located on each of floors eight through and including the twelfth floor plus the designated fourteenth floor. Designated floors twenty-seventh through and including thirty-two contain two (2) Residential Units on each floor. The two (2) Residential Units on the designated thirty-third and thirty-fourth floors will be known as PHA and PHB. PHA and PHB are duplexed Units with space at both the designated thirty-third floor and the designated thirty-fourth floor above. Each level of these Units is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are

studio, one-, two- or three-bedroom Units. Residential Unit 2A, which is a one bedroom unit, also contains a den. A den which is part of a Unit is not intended for sleeping, living or cooking purposes and such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended. Five (5) of the Residential Units have adjacent private terraces which are directly accessed from those Units. The private terraces shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private terraces adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

The Building being newly constructed is projected to be completed by the end of June of 2021. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class 1B (Fireproof) construction. A new Certificate of Occupancy will be obtained by the Sponsor upon final completion of the project.

The Building has a cellar level consisting of a part of the Commercial Unit and portions of the Common Elements. The Common Elements located at the cellar level of the Building include, but are not limited to, tenant and building storage rooms, a bike storage room, a common laundry room, an office for the superintendent, an employee locker room and bathroom, the elevators and elevator pits for the two (2) passenger elevators located at the central core of the Building and one (1) service elevator located at the rear of the Building, the trash compactor room and chute, a janitor's closet, an electric switch gear room, the fire pump room and adjacent pump room, miscellaneous mechanical rooms, as well as common service corridors and the fire staircases. The tenant storage room located at the cellar level contains fourteen (14) individual storage rooms, which will be licensed to individual Residential Unit Owners.

Common Elements located at the first-floor level include the main residential entrance to the Building located on Third Avenue, the residential lobby, the concierge area, mail area and package rooms, the elevator lobby, the two (2) passenger elevators at the central core of the Building and the one (1) service elevator located at the rear of the Building as well as common service or public corridors and fire staircases. The one (1) service elevator at the rear of the Building together with an adjacent gas meter room and storage closet are only accessible from the adjoining alleyway known as the "Broadway Ally". Additionally, there is a service staircase at the northeasterly side or front of the Building which provides a second means of egress to and from the cellar level. This service staircase exits to a street entrance on Third Avenue.

Common Elements located at the second floor of the Building include a media room, a party room, a yoga/pilates studio, a half bathroom and a gym/fitness center, all of which shall be Common Elements of the Condominium. The passenger elevators, elevator lobby, refuse room with compactor chute, any

mechanical rooms or equipment closets, fire staircases and public corridors on each floor above the first floor are also Common Elements of the Building.

Also located at the fourth and sixth floors are tenant storage rooms and at the fifth floor a bike storage room, both of which are Common Elements. The tenant storage rooms at the fourth and sixth floors contain eleven (11) and twenty-one (21) individual storage rooms, respectively, which will be licensed to individual Residential Unit Owners. The designated seventeenth and thirty-fifth floors will contain mechanical equipment rooms which are also Common Elements.

The designated thirty-sixth floor will also contain a mechanical room and a common roof terrace which are Common Elements of the Building.

Located at or above the main roof level of the Building, the cooling towers, the elevator machine room for the passenger elevators, mechanical rooms and equipment and/or fans are also Common Elements. Other than the public or common roof terrace, the media room, adjacent half bath, the party room, yoga/pilates studio and the gym/fitness center at the second floor, there are no other common recreational areas or facilities at the Property. Any other roofs of the Building, including, but not limited to, the mechanical terrace areas located at the main roof or other roofs of the Building, are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one or more Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the roof terraces described above.

There are two (2) "scissor stair" fire staircases at the Building which run from the cellar level to the main roof of the Building. One of those staircases also service the elevator machine room above the main roof of the Building. The Building will have two (2) passenger elevators at the central core of the Building. Both elevators will service substantially all of the floors of the Building from, and including, the cellar, to and including, the designated thirty-sixth floor of the Building. One of these elevators will also serve as a service elevator for the residential portions of the Building. Both elevators are overhead traction systems. There is also a service elevator at the rear of the Building which services the cellar and first floor only. This service elevator may be access only by way of the Broadway Ally adjacent to the rear of the Property and its elevator machine room is located at the cellar level. There are no fire escapes at the Building.

The foundation system of the Building consists of a combination of shallow foundations including isolated spread footings, and strip footings under portions of the foundation walls and caisson mats and caisson caps. The most heavily loaded foundation elements including primary tower columns and tower core structure are supported on caissons. The tower core is supported on a concrete mat, in turn supported on drilled caissons. Foundation elements are tied together via a concrete pressure slab, designed to withstand the effects of hydrostatic

uplift. Foundation walls have been designed to support loads imposed due to soil and surcharge loading. The Building's superstructure consists of flat plate cast-in-place concrete slabs supported on concrete columns and concrete shear walls. The Building's lateral system consists of shear walls around the building core and tied together will concrete link beams. Exterior walls at the northerly side of the Building will be aluminum panels on reinforced concrete wall or concrete masonry unit with insulation at the outbound side of the concrete or concrete masonry unit. The north side of the Building's wall system will be fire-rated with lot line windows as described below. The east and west sides of the Building will have an exterior window wall system. The exterior window wall consists of casement windows, fixed vision glass, spandrel glass and aluminum insulated panel. The aluminum window wall system shall be a thermally broken system, baked on paint finish and glazed with insulating glass units. The south side of the Building, like the east and west sides, will also have an exterior window wall system on the 15th floor and above, with aluminum panels on reinforced concrete wall or concrete masonry unit on the 7th to 9th floors and exterior insulated stucco on reinforced concrete or concrete masonry unit on the 1st to 6th floors or concrete masonry unit at the exterior level abutting the adjacent building. Stair and elevator bulkheads will be constructed of concrete floor and concrete roof. Bulkheads will be enclosed with masonry walls. Bulkheads will be enclosed with masonry walls.

There are Lot-Line Windows which are part of the construction of the Building.

Along the north side of the Building, Lot Line Windows are provided on the north side of the Building in Residential Unit A and Residential Unit D – 14th thru 16th, 18th thru 26th floors, Residential Unit A and B – 27th thru 32nd floors and Residential Unit A and B – PH 33rd Floor. Lot Line Windows will have tempered glass and will be protected with sprinklers.

Windows along the south side of the Building are located on the lot line between the Property and the adjacent air rights parcel. A light and air agreement is in place preventing the adjacent building from future development that will destruct the light and air of windows along south side of the Building. Even though windows from the 10th thru 12th and 14th floors which are below a height of 60 feet are being used to satisfy NYC Building Code requirements for light and air, such windows below 60 feet will have tempered glass and will be protected with sprinklers as required by the building code.

The Lot-Line Windows on the northerly façades of the Building do not provide the legal light and air required for residential occupancy. The Lot-Line Window declaration included as part of the filings with the NYC Department of Buildings, states that if an adjacent property owner builds a structure which covers the Lot-Line Windows on the northerly side of the Building, then they must be closed-up. Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the easterly, westerly and the southerly façades. The Lot-Line Windows on the northerly side

of the Building provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely blocked in the future if a new building or structure is constructed on an adjoining property.

The roofing system will be an insulated roof membrane assembly comprised of waterproofing installed below extruded polystyrene board and concrete pavers. Flashing will be aluminum or stainless steel.

The Building will have a central heating plant consisting of two (2) boilers which will be located in the boiler room at the designated thirty-fifth floor of the Building. The boilers will provide hot water for heating. In addition, the boilers shall also provide heating for domestic water via domestic water heat exchangers and heating for the Building's dedicated outside air systems. Heating will be provided by heat pumps and fan coil systems located in the Residential Units and certain other common areas of the Building.

Common Elements for the cellar and above the ground or first floor will be heated with electric resistance type heaters, fan forced unit heaters or cabinet heaters. The public stair bulkhead and other miscellaneous common areas requiring heat during the winter season will be heated with electric resistance type heaters.

Individual electric heater mats will be provided for all master bathrooms and bathrooms in the Penthouse Units only. Electricity costs for these heaters shall be borne by the Unit Owners of the Penthouse Units. Additionally, in select Units, supplementary electric radiators will be provided to function as second stage heating.

Air conditioning systems are designed to meet the requirements of the New York City and New York State Codes. The primary means of air-conditioning in the Building will be provided by means of the cooling towers located on the main roof, related mechanical equipment located in the mechanical rooms and dedicated outside air systems on the first and seventeenth floors. Each Residential Unit will be connected to a heat pump system consisting of individually controlled heating and cooling fan coil units serving Units and other zones in the Building. The condensing units will be located on the roof. Air conditioning and heating in the common spaces and the lobby will be provided with individually controlled heating and cooling coil units. The residential passenger elevator machine room and service elevator machine room shall be provided with single-split air-cooled air conditioning systems.

The Commercial Unit Owner shall be responsible for any additional equipment installations necessary to heat and/or air-condition the Commercial Unit or to provide hot water therein but shall have access to, and use of, the cooling towers and condenser water taps for the Building. In the sole discretion of the Sponsor,

its designee or the Commercial Unit Owner, such equipment installations may be located in the Commercial Unit and/or other Common Elements of the Building, including, but not limited to, those portions of the roofs or floors of the Building designated for mechanical equipment.

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

Each of the Units shall be separately metered or submetered for the consumption and cost of electricity in the respective Unit. A common meter or meters or submeters shall measure the consumption of electricity in the common areas or Common Elements, including the Residential Limited Common Elements and Commercial Limited Common Elements which shall be paid by the Board of Managers as a Residential Common Expense of all of the Residential Unit Owners only. Water and sewer services are provided for by the City of New York. The Residential and Commercial Units in the Building shall be metered or submetered for water usage by one or more meters. The cost of water consumption in all of the Units and in the Common Elements shall initially be a Shared Common Expense of all of the Unit Owners. Water service and all related sewer rents initially include a minimal amount of water consumed in the

Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

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

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

5. **The Units.** Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: unit designation; tax lot number; percentage interest in the Common Elements; contributing share percentage; approximate square footage area of the Unit and its exclusive Limited Common Elements, if any; location; number of rooms and baths; and the portion of the Common Elements to which the Unit has immediate access. The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the Floor Plans of the Building (the "Floor Plans"), certified by Mario Yao, a principal of SLCE Architects, LLP, and intended to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Residential Unit consists of the area measured horizontally on one or more floors from the Unit side of the glass or the line of the outside face of the drywall attached to the exterior walls of the Building (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits whether located at the perimeter of the Unit and/or within the Unit, are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from

another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or to the Unit side of the glass or the line of the outside face of the drywall attached to the opposite exterior walls of the Building. Vertically, each Residential Unit consists of the space on each floor of the Building, if applicable, between the upper face of the concrete floor slab below (located under the finished flooring materials) and the upper face of the drywall ceiling above or where there is no dry wall ceiling, the under face of the concrete floor slab above. Doors and windows which open from or form a border of a Residential Unit shall be deemed part of the Unit.

As shown on the aforementioned Floor Plans, the Commercial Unit located on a portion of the first floor and a portion of the cellar level of the Building, consists of the area on those levels measured horizontally from the Unit side of the glass or the inside face of the exposed concrete structural member or the exposed blockwork or brickwork of the exterior walls or foundations of the Building, as the case may be, (perimeter concrete, brick and/or masonry columns and perimeter mechanical pipes, shafts, shaftways, chases, chaseways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or the line of the outside face of the drywall or exposed concrete or blockwork of the opposite exterior walls or foundations of the Building, as the case may be. Vertically, the Commercial Unit consists of the space on those portions of the first floor and on those portions of the cellar level between the upper face of the concrete floor slab and the upper face of the drywall ceiling above or where there is no drywall ceiling, the under face of the concrete floor slab above. Doors and windows, together with any storefront attached and/or adjacent thereto, which open from or form border of the Commercial Unit shall be deemed a part of the Commercial Unit. Further, the half bathroom located within the Commercial Unit, as well as any staircase and/or elevator installed within the Commercial Unit leading from the cellar to the first floor, shall be deemed part of the Commercial Unit.

An exterior private terrace area is measured from the exterior face of the Unit wall to the exterior face of the walls or railings and the centerline of the fencing delineating such area, as may be applicable.

Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

Any Common Elements located within a Unit will not be considered a part of such Unit.

6. **Common Elements**. The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, without limitation, the following:

A. General Common Elements:

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

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

the Building which are not designated below as Limited Common Elements; all cellar or first floor areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric switchgear room, the fire pump room, adjoining pump room and the ATS room, including any and all related Facilities located in such rooms and located at the cellar level; the gas meter room and adjoining closet located at the first floor level of the Building; the gas meters, water meters and electric meters at the cellar and first floor levels, if any, except to the extent included below as Limited Common Elements;

(4) The service elevator, its elevator shaft and pits and adjoining elevator machine room and lobbies located at the cellar and first floor of the Building together with all Facilities related thereto;

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

(6) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated seventeenth and thirty-fifth floors, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(7) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated seventeenth and thirty-fifth floors, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(8) All sewer pipes and drainage pipes;

(9) To the extent they exist, any common tanks, common water towers or tanks, pumps, including, but not limited to, motors, fans,

compressors, ducts, siamese connections, and, in general, all apparatus and installations and Facilities existing for common use;

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

B. **Limited Common Elements**. The following portions of the Common Elements will be Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Limited Common Elements") or the Commercial Unit Owner ("Commercial Limited Common Elements") or an individual Residential Unit Owner ("Residential Unit Limited Common Elements"):

(1) Residential Limited Common Elements:

(1a) At the second floor through and including the main roof and roof bulkhead levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, and supports, any interior bearing walls (except to the extent included below as Commercial Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Units from the corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork

or concrete work of the walls enclosing a Unit which are not specifically designated below as Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress or egress or for any other lawful purpose; the entrances to and exits from the Building located on Third Avenue, subject to an easement in favor of the Commercial Unit Owner for ingress to and egress from Stair D;

(1b) The common service or public corridors and fire staircases located at the cellar level and first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

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

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

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

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

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

(1h) The two (2) passenger elevators, passenger elevator machinery, its shafts and pits; the elevator bulkhead and elevator machine room, together with all Facilities related thereto, located at the main roofs of the Building or in the elevator hoistways, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

(1j) The main residential entrance, together with its canopy, if any, located on the Third Avenue side of the Building, the residential lobby together with the adjoining concierge area, elevator lobby,

mail and package rooms, cart room, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The party room, media room, half bathroom, yoga/pilates studio and the gym/fitness room, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

(1m) The common roof terrace located at the main roof level of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

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

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

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

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

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

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

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

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

Notwithstanding anything to the contrary in this Paragraph numbered 6, if a Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Limited Common Element in the proportion that the Common Interest of each benefitting Residential Unit Owner bears to the Common Interests of all benefitting Residential Unit Owners. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Limited Common Element at their sole cost and expense.

(2) Commercial Limited Common Elements:

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

(2b) All columns, girders, floor slabs and concrete ceilings, beams, and supports and interior bearing walls located within the Commercial Unit or separating the Commercial Unit from a Residential Unit or the residential portions of the Building;

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

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

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

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

(3) Residential Unit Limited Common Elements:

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

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

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

(3d) If applicable to a Residential Unit, the individual residential Storage Room located at the cellar, fourth floor and sixth floor of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any Storage Room shall be subject to any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

Notwithstanding anything to the contrary in this Paragraph numbered 6, since a Residential Unit Limited Common Element benefits only a particular Residential Unit Owner, the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by the Residential Unit Owner who benefits from the Residential Unit Limited Common Element. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owner shall be responsible for the normal operation, maintenance and repair of any such Residential Unit Limited Common Element at their sole cost and expense.

7. **Use of Units**. Subject to compliance with the By-Laws of the Condominium, each of the Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. Further, a den which is part of a Residential Unit is not meant for sleeping, living or cooking purposes. Such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director,

shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail and restaurant uses, or for any other lawful purpose. No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room will not be applicable to a Storage Room held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

8. **The Commercial Unit**. The Commercial Unit shall be located on a portion of the cellar level and a portion of the first floor.

The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Condominium, Board of Managers or the Managing Agent, to sell or lease the Commercial Unit, or any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to the Commercial Unit Owner.

The Board of Managers shall be obligated to permit the Commercial Unit Owner, at such Unit Owner's sole cost and expense, to install and use additional equipment in the risers and conduits serving the Building, provided the

Commercial Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

The Board of Managers does not have the right to (i) approve any change in the use of the Commercial Unit or any part thereof or (ii) to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use of the Commercial Unit except at the request of the Commercial Unit Owner. The Commercial Unit Owner shall have the right, without obtaining the consent of the Board of Managers or the Residential Unit Owners or mortgagees of Units other than the affected Commercial Unit, to subdivide the Commercial Unit into two or more Commercial Units and to reallocate the Common Interest of the Commercial Unit among the newly established Commercial Units in proportion to their respective floor areas. Such subdivision must be reflected in a duly recorded amendment to the Declaration filed by the new Unit Owners. Under no circumstances will the Common Interest of any Residential Unit Owner be changed as a result of such subdivision or will the aggregate Common Interest for the new Units be greater than the Common Interest for the original Units. If the Commercial Unit is so subdivided, the Owner or Owners thereof shall have the right, without obtaining the consent of the Board of Managers, Residential Unit Owners, or mortgagees of Units other than the affected Commercial Unit, to thereafter change the size, layout, use, and/or number of the respective Commercial Units under the same terms, conditions and restrictions as those imposed on the original Commercial Unit Owner.

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

The Owner of the Commercial Unit, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation, and without the consent of the Board of Managers to install, repair and maintain either within or in the immediate location of the Commercial Unit below the windows at the second floor level and on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes. Additionally, the Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right, without charge or limitation and without the consent of the Board of Managers to install, or erect, repair and maintain in the immediate location of the Commercial Unit below the windows at the second floor level, but not to

interfere with the entrance of any other Unit, (i) a canopy and/or awning for advertising or identification purposes, and (ii) an automatic teller machine ("ATM") which shall be used in conjunction with the use of the Commercial Unit. Such Unit Owner and any tenant of space in such Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant shall obtain and pay for all permits required for such signs, ATM, canopies and/or awnings and/or any necessary renewal fees related thereto.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, and provided that such installation is feasible without a material adverse physical effect on other Units, shall have the right, without charge or limitation and without consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install a flue which will be sized for possible restaurant or commercial grade kitchen use in or on the common areas of the Building and such flue may run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use said flue for any lawful purpose and in conjunction with the use of the Commercial Unit.

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes.

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

shall also have an easement, without charge or limitation, to use the Commercial Sidewalks for any lawful purpose and in conjunction with the use of the Commercial Unit.

In the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have an easement in, on and over the Common Elements and the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

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

9. **Determination of Percentages in Common Elements**. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

10. **Encroachments**. If any portion of the Common Elements now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a

valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

10a. **Maintenance and Operation of Internal Drains.**

A. Pursuant to the requirements of all applicable laws, ordinances and/or building codes, each Unit Owner, together with the Condominium, shall be responsible for the maintenance and operation of the internal drains within the Property which are Common Elements ("Internal Drains"). The cost of such maintenance and operation shall be a Shared Common Expense of all the Unit Owners.

B. Any charge or assessment for said maintenance and operation of the Internal Drains shall be a charge upon the Land or Unit against which the same are made and shall be a continuing lien upon the Land or Unit so charged or assessed. In addition such charge or assessment shall be the personal obligation of the record owner of such Land or Unit against which the same is made.

C. The Sponsor and/or Condominium and each Unit Owner thereof shall keep the Internal Drains wholly within the boundary lines of the Property, and its point of exit from the Property shall not be altered.

D. The Sponsor and/or Condominium and each and every Unit Owner thereof shall maintain the Internal Drains at all times throughout the life of the Condominium and Property. They shall be responsible for the abatement of any nuisance due to the use of the Internal Drains that would have an adverse effect on the health, safety and welfare of the City and State of New York.

E. The Sponsor shall insure that the utilization of the Internal Drains for the conveyance of the sanitary flow is to be designed as to size, shape, slope and velocity to have sufficient capacity to take the estimated peak sanitary flow from the Property.

F. The Sponsor and/or Condominium and each and every Unit Owner thereof, shall utilize the Internal Drains in such a manner, that it will not in any way have an adverse effect on the City of New York's complete or pending sanitary and storm water drainage plans for the tributary drainage area or the separate sewer outlets.

11. **Easements.**

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and

serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to all General Common Elements, to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained within a particular Unit or elsewhere in the Building. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit and in favor of other Units and the Common Elements.

B. The Sponsor and its designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon of recreation facilities, if any, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, flues, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the recreation facilities, if any, and (ii) construction and installation of, whether on the interior or exterior of the Building, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables necessary for the use of its Units, and (iii) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground, exterior wall mounted, or roof-top electric transformer, amplifier, gas, cable television, telephone, satellite, telecommunication equipment, water, storm drainage, sewer or other utility lines or services and appurtenances in, under, over and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility or equipment easements in any portion of the

Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of the recreation facilities, if any, provided that such additional utilities or equipment or the relocation of existing utilities or equipment will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes or home occupation purposes and the Commercial Unit for the permitted uses therein. Any utility company or service company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

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

E. The Sponsor, its designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, and provided such installation is feasible without a material adverse physical effect on other Units, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, to install, to use, to repair and to maintain a flue which will be sized for possible restaurant or commercial grade kitchen use in a Commercial Unit and which may be installed in or on the common areas of the Building by Sponsor or its designee or the Commercial Unit Owner; said flue shall run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code.

F. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes.

G. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use all or any portion of the sidewalks, including, but not limited to, any plantings and/or planters located thereon, which are directly in front of the Commercial Unit for any lawful purpose and in conjunction with the use of the Commercial Unit.

H. In the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have an easement in, on and over the Common Elements and the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

I. All Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the main roofs or other applicable roofs of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, air-conditioning equipment, located on such roofs of the Building which services one or more of the Units.

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

K. Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vi) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

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

M. The Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the Residential Units, Residential Limited Common Elements, Residential Unit Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and private terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof areas.

N. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one or more other specified Units, of its Limited Common Elements.

O. The user of any easement granted by subparagraphs B, C, D, E, F, G, H, I, J, K, L, M, N and O of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

12. **Power of Attorney to Board of Managers**. Each Unit Owner, their successors assigns and/or heirs, shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers. Each Unit Owner, their successor, assigns and/or heirs, shall also grant to the Sponsor or its designee or the Commercial Unit Owner, an irrevocable power of attorney, coupled with an interest, to exercise Sponsor's or Sponsor designee's or the Commercial Unit Owner's rights hereunder, including but not limited to, the Sponsor's or Sponsor designee's rights set forth in Paragraph numbered 20 hereinafter. The Form of Power of Attorney to the Board of Managers and Sponsor is attached hereto as Exhibit D.

13. **Acquisition of Units by Board of Managers**. In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit

Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. **Person to Receive Service**. For the period during which Sponsor is in control of the Board of Managers, 368 Third Owners LLC with offices at 540 Madison Avenue, Suite 16B, New York, New York 10022, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the Office of the Condominium, at 368 Third Avenue, New York, New York 10016. In addition, the Secretary of State of the State of New York, as agent of the Board of Managers, and any successor to the jurisdiction thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations**. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The initial By-Laws of the Condominium are attached hereto as Exhibit E. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment to Declaration**. This Declaration may be amended, modified, added to or deleted from by the vote of at least sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting

duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such Unit, or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, its designee, the Commercial Unit Owner, the Commercial Unit or any Unsold Unit until Sponsor or such designee, or the Commercial Unit Owner, as the case may be, shall consent thereto in writing.

The Sponsor hereby reserves to itself and its designee(s) the right to amend the Condominium Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 330-p; and/or (ii) conforming the Declaration to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency, to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

No such amendment shall be effective until recorded in the New York County Office of the Register of the City of New York.

17. **Changes in Unsold Units and the Commercial Unit**. For any Unit owned by the Sponsor or its designee(s) or the Commercial Unit Owner, if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its

designee(s) or the Commercial Unit Owner (with respect to the Commercial Unit) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) or the Commercial Unit Owner shall comply with all rules, ordinances and regulations of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In connection with the foregoing as it relates to the (i) Unsold Units and (ii) the Commercial Unit, respectively, the Sponsor, its designee or the Commercial Unit Owner, respectively, shall cause the Declaration to be amended, if necessary. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall have the right pursuant to the Powers of Attorney granted by Unit Owners to amend and record any amendment to the Declaration on behalf of the Condominium and all Unit Owners as required to reflect the foregoing without any further consent of the Condominium Board, Unit Owners or Permitted Mortgagees. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall each have the right, upon its request, to require any other Unit Owners or the Condominium Board or its officers to execute, file and/or record any amendment to the Declaration, together with any application, documents or instruments as they deem appropriate to effectuate the same, or any application, documents or instruments required by any governmental or quasi governmental agency having or asserting jurisdiction in connection with the foregoing, or any application, documents or instruments necessary in connection with any change, addition, decoration, alteration, improvement, repair or subdivision of any Units owned by said parties or any operation of any Unit owned by said parties, at which time, the requesting party shall indemnify and hold the Condominium Board and the other Unit Owners and Sponsor or its designee harmless from any expense or liability by virtue of the execution of any of such applications, document or instruments. As an alternative, Sponsor, its designees or the Commercial Unit Owner, as applicable shall have the right pursuant to the Powers of Attorney granted by Unit Owners to execute, file and/or record any such applications, documents or instruments on behalf of the Condominium Board and all Unit Owners. For purposes of recording any amendment to the Declaration or executing, filing or recording any applications, documents or instruments, Sponsor, its designee and the Commercial Unit Owner may rely on the authority contained in the Power of Attorney and no further consent of the Board or the Unit Owners or Permitted Mortgagees is required.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consents will be obtained from Unit Owners, if any, who are adversely and directly affected as a result of the above changes. The provisions of this paragraph 17 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designees(s) or the Commercial Unit Owner.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

Additionally, and notwithstanding its effect on the Common Elements, Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify Storage Rooms and/or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and to increase the number of Storage Rooms.

18. **Invalidity.**

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of paragraph (a) of this clause 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators,

legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

19. **Termination of Condominium**. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners that own not less than eighty percent (80%) in number and in Common Interest of the Units and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

20. **Sponsor's Retention of Transferable Air Rights and/or Development Rights**.

(a) As against all other Unit Owners, their successor, assigns and/or heirs, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all unused transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended. Sponsor has also bound itself, its successors and assigns from transferring, assigning, or surrendering in whole or in part any transferable air rights and/or development rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration, or (ii) will allow any party, including Sponsor as the holder of Unsold Units, to build on or directly above the land and/or expand the Building. However, with regard to (ii) above, the Sponsor, its successors and assigns may transfer in whole or in

part any transferable air rights and/or development rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, but in such event, any construction by the Condominium shall (a) not increase the number of Units in the Building; (b) be limited in scope to a minor alteration to a Unit and/or the Building; (c) not have any material impact on the operating budget of the Condominium; (d) not impact the Percentage of Common Elements allocated to any of the Units; and (e) be made only in accordance with the Condominium's Declaration and By-Laws. As defined herein, "transferable air rights and/or development rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution.

(b) The Sponsor, its successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, and/or its successors and assigns, in the Register's Office of the City of New York, County of New York, and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) deed(s), consent(s), waiver(s), lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor and/or its successors and assigns in such rights and/or for the purpose of effectuating the transfer, assignment or surrender of such rights by Sponsor and/or its successors and assigns; (ii) any amendment to this Declaration which the Sponsor and/or its successors and assigns deems necessary or appropriate to effectuate the purpose of this Paragraph 20.

(c) Based upon the approved New Building Plans for the construction of the Building, as of the date of filing of the Offering Plan for the property, there are approximately 27 square feet of transferable air rights and/or development rights.

(d) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 20 shall result in liquidated damages payable by the Board of Managers to the Sponsor, and/or its successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor and/or its successors and assigns for the transfer, assignment or surrender of such transferable air rights and/or development rights.

(e) If any provision that is necessary to effectuate the purposes of this Paragraph 20 is missing, then such provision shall be deemed included as part of paragraph 20, including, but not limited to, any provision required by law to limit the reservation of the contingent rights as set forth herein.

Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus 21 years.

21. **Common Expense**. Common Expenses of the Condominium shall mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws.

22. **Covenant of Further Assurances.**

(a) Any person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person, such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledgment, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Board of Managers or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that the Board of Managers, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then the Sponsor is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person, as the case may be.

23. **Definitions**. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in Schedule C to this Declaration. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. **Waiver**. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

26. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by its duly authorized representative this _____ day of _____, 20__.

Sponsor/Declarant:

368 Third Owners LLC

By:_____
Yehuda Mor, Authorized Signatory

By:_____
Lior Carucci, Authorized Signatory

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared Yehuda Mor and Lior Carucci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO THE DECLARATION
OF CONDOMINIUMS OF THE PREMISES
KNOWN AS

368 THIRD AVENUE CONDOMINIUM

368 THIRD AVENUE
NEW YORK, NEW YORK 10016

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, being known and designated as Lot Nos. 735 and 736 on a certain map entitled "Map of Rose Hill Farm, situated in the Ninth Ward of the City of New York, the property of the late Nicholas Cruger" surveyed by Stephen Ludlow, City Surveyor, dated January, 1812, being bounded and described as follows:

BEGINNING at a point on the westerly side of Third Avenue distant 49 feet 4-1/2 inches southerly from the corner formed by the intersection of the westerly side of Third Avenue with the southerly side of East 27th Street;

RUNNING THENCE southerly along the westerly side of Third Avenue, 49 feet 4-1/2 inches to a point;

THENCE westerly parallel with the southerly side of East 27th Street, 112 feet to the easterly side of Broadway Alley;

THENCE northerly along said easterly side of Broadway Alley and parallel with the westerly side of Third Avenue, 49 feet 4-1/2 inches;

THENCE easterly and again parallel with the southerly side of East 27th Street, 112 feet to the westerly side of Third Avenue, the point or place of BEGINNING.

SAID PREMISES to be known as and by the street numbers 368 Third Avenue, New York, NY 10016.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in said premises;

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

SCHEDULE B
TO THE DECLARATION OF
"368 THIRD AVENUE CONDOMINIUM" LOCATED AT
368 THIRD AVENUE
NEW YORK, NEW YORK

368PSchedB
08/26/2019

Unit*	Structural Floor	Tax Lot Number	Percentage Interest In Common Elements	Contributing Share Percentage	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Terrace Which is a Residential Unit Limited Common Element	Location	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access
C	First Floor+Cellar	TBD	5.2496%	NA	2790 Plus 1170CS	N/A	First Floor+Cellar	-	Elevators, Public Hall & Stairs
Commercial Totals:			5.2496%	100.0000%	2790 Plus 1170CS	N/A			
2A (RM Unit)	2nd Floor	TBD	0.9040%	0.9540%	849	N/A	2nd Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
3A	3rd Floor	TBD	0.5065%	0.5345%	457	N/A	3rd Floor, Northeast	S/1	Elevators, Public Hall & Stairs
3B	3rd Floor	TBD	1.0439%	1.1017%	977	N/A	3rd Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
3C	3rd Floor	TBD	0.9335%	0.9852%	865	N/A	3rd Floor, Southwest	1BD/1	Elevators, Public Hall & Stairs
3D	3rd Floor	TBD	0.4852%	0.5120%	493	N/A	3rd Floor, West	S/1	Elevators, Public Hall & Stairs
3E	3rd Floor	TBD	0.5597%	0.5907%	486	N/A	3rd Floor, Northwest	S/1	Elevators, Public Hall & Stairs
4A	4th Floor	TBD	0.5065%	0.5345%	457	N/A	4th Floor, Northeast	S/1	Elevators, Public Hall & Stairs
4B	4th Floor	TBD	1.0439%	1.1017%	977	N/A	4th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
4C	4th Floor	TBD	0.9335%	0.9852%	865	N/A	4th Floor, Southwest	1BD/1	Elevators, Public Hall & Stairs
4D	4th Floor	TBD	0.4852%	0.5120%	493	N/A	4th Floor, West	S/1	Elevators, Public Hall & Stairs
4E	4th Floor	TBD	0.5597%	0.5907%	486	N/A	4th Floor, Northwest	S/1	Elevators, Public Hall & Stairs
5A	5th Floor	TBD	0.5065%	0.5345%	457	N/A	5th Floor, Northeast	S/1	Elevators, Public Hall & Stairs
5B	5th Floor	TBD	1.0439%	1.1017%	977	N/A	5th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
5C	5th Floor	TBD	0.9335%	0.9852%	865	N/A	5th Floor, Southwest	1BD/1	Elevators, Public Hall & Stairs
5D	5th Floor	TBD	0.4852%	0.5120%	493	N/A	5th Floor, West	S/1	Elevators, Public Hall & Stairs
5E	5th Floor	TBD	0.5597%	0.5907%	486	N/A	5th Floor, Northwest	S/1	Elevators, Public Hall & Stairs
6A	6th Floor	TBD	0.5065%	0.5345%	457	N/A	6th Floor, Northeast	S/1	Elevators, Public Hall & Stairs
6B	6th Floor	TBD	1.0410%	1.0987%	977	N/A	6th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
6C	6th Floor	TBD	0.8323%	0.8784%	670	358	6th Floor, Southwest	1BD/1/T	Elevators, Public Hall & Stairs
6D	6th Floor	TBD	0.6810%	0.7187%	553	373	6th Floor, Northwest	1BD/1/T	Elevators, Public Hall & Stairs
7A	7th Floor	TBD	0.5065%	0.5345%	457	N/A	7th Floor, Northeast	S/1	Elevators, Public Hall & Stairs
7B	7th Floor	TBD	1.0333%	1.0905%	972	N/A	7th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
7C	7th Floor	TBD	0.7418%	0.7829%	666	N/A	7th Floor, Southwest	1BD/1	Elevators, Public Hall & Stairs
7D	7th Floor	TBD	0.5907%	0.6234%	554	N/A	7th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
8A	8th Floor	TBD	1.5775%	1.6649%	1,440	N/A	8th Floor, East	3BD/2.5	Elevators, Public Hall & Stairs
8C	8th Floor	TBD	0.7418%	0.7829%	665	N/A	8th Floor, Southwest	1BD/1	Elevators, Public Hall & Stairs
8D	8th Floor	TBD	0.5907%	0.6234%	553	N/A	8th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
9A	9th Floor	TBD	1.5775%	1.6649%	1,440	N/A	9th Floor, East	3BD/2.5	Elevators, Public Hall & Stairs
9C	9th Floor	TBD	0.7418%	0.7829%	665	N/A	9th Floor, Southwest	1BD/1	Elevators, Public Hall & Stairs
9D	9th Floor	TBD	0.5907%	0.6234%	553	N/A	9th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
10A	10th Floor	TBD	1.6702%	1.7627%	1,471	487	10th Floor, East	3BD/3.5/T	Elevators, Public Hall & Stairs
10C	10th Floor	TBD	0.9655%	1.0190%	926	N/A	10th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
10D	10th Floor	TBD	0.6033%	0.6367%	574	N/A	10th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
11A	11th Floor	TBD	1.5523%	1.6383%	1,471	N/A	11th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
11C	11th Floor	TBD	0.9655%	1.0190%	926	N/A	11th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
11D	11th Floor	TBD	0.6033%	0.6367%	574	N/A	11th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
12A	12th Floor	TBD	1.5504%	1.6363%	1,468	N/A	12th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
12C	12th Floor	TBD	0.9655%	1.0190%	926	N/A	12th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs

12D	12th Floor	TBD	0.5994%	0.6326%	568	N/A	12th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
14A	13th Floor	TBD	1.5513%	1.6373%	1,470	N/A	14th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
14C	13th Floor	TBD	0.9655%	1.0190%	926	N/A	14th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
14D	13th Floor	TBD	0.6023%	0.6357%	568	N/A	14th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
15A	14th Floor	TBD	0.5888%	0.6214%	558	N/A	15th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
15B	14th Floor	TBD	0.9655%	1.0190%	941	N/A	15th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
15C	14th Floor	TBD	0.9645%	1.0179%	941	N/A	15th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
15D	14th Floor	TBD	0.6023%	0.6357%	568	N/A	15th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
16A	15th Floor	TBD	0.5888%	0.6214%	558	N/A	16th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
16B	15th Floor	TBD	0.9655%	1.0190%	941	N/A	16th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
16C	15th Floor	TBD	0.9645%	1.0179%	941	N/A	16th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
16D	15th Floor	TBD	0.6023%	0.6357%	568	N/A	16th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
18A	17th Floor	TBD	0.5897%	0.6224%	559	N/A	18th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
18B	17th Floor	TBD	0.9655%	1.0190%	941	N/A	18th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
18C	17th Floor	TBD	0.9645%	1.0179%	939	N/A	18th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
18D	17th Floor	TBD	0.6023%	0.6357%	571	N/A	18th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
19A	18th Floor	TBD	0.5897%	0.6224%	559	N/A	19th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
19B	18th Floor	TBD	0.9655%	1.0190%	941	N/A	19th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
19C	18th Floor	TBD	0.9645%	1.0179%	939	N/A	19th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
19D	18th Floor	TBD	0.6023%	0.6357%	571	N/A	19th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
20A	19th Floor	TBD	0.5897%	0.6224%	559	N/A	20th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
20B	19th Floor	TBD	0.9655%	1.0190%	941	N/A	20th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
20C	19th Floor	TBD	0.9645%	1.0179%	939	N/A	20th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
20D	19th Floor	TBD	0.6023%	0.6357%	571	N/A	20th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
21A	20th Floor	TBD	0.5897%	0.6224%	559	N/A	21st Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
21B	20th Floor	TBD	0.9655%	1.0190%	941	N/A	21st Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
21C	20th Floor	TBD	0.9645%	1.0179%	939	N/A	21st Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
21D	20th Floor	TBD	0.6023%	0.6357%	571	N/A	21st Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
22A	21st Floor	TBD	0.5897%	0.6224%	559	N/A	22nd Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
22B	21st Floor	TBD	0.9655%	1.0190%	941	N/A	22nd Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
22C	21st Floor	TBD	0.9645%	1.0179%	939	N/A	22nd Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
22D	21st Floor	TBD	0.6023%	0.6357%	571	N/A	22nd Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
23A	22nd Floor	TBD	0.5897%	0.6224%	559	N/A	23rd Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
23B	22nd Floor	TBD	0.9655%	1.0190%	941	N/A	23rd Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
23C	22nd Floor	TBD	0.9645%	1.0179%	939	N/A	23rd Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
23D	22nd Floor	TBD	0.6023%	0.6357%	571	N/A	23rd Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
24A	23rd Floor	TBD	0.5897%	0.6224%	559	N/A	24th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
24B	23rd Floor	TBD	0.9655%	1.0190%	941	N/A	24th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
24C	23rd Floor	TBD	0.9645%	1.0179%	939	N/A	24th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
24D	23rd Floor	TBD	0.6023%	0.6357%	571	N/A	24th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
25A	24th Floor	TBD	0.5897%	0.6224%	559	N/A	25th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
25B	24th Floor	TBD	0.9655%	1.0190%	941	N/A	25th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
25C	24th Floor	TBD	0.9645%	1.0179%	939	N/A	25th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
25D	24th Floor	TBD	0.6023%	0.6357%	571	N/A	25th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
26A	25th Floor	TBD	0.5897%	0.6224%	559	N/A	26th Floor, Northeast	1BD/1	Elevators, Public Hall & Stairs
26B	25th Floor	TBD	0.9655%	1.0190%	941	N/A	26th Floor, Southeast	2BD/2	Elevators, Public Hall & Stairs
26C	25th Floor	TBD	0.9645%	1.0179%	939	N/A	26th Floor, Southwest	2BD/2	Elevators, Public Hall & Stairs
26D	25th Floor	TBD	0.6023%	0.6357%	571	N/A	26th Floor, Northwest	1BD/1	Elevators, Public Hall & Stairs
27A	26th Floor	TBD	1.5542%	1.6404%	1,490	N/A	27th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
27B	26th Floor	TBD	1.5678%	1.6547%	1,494	N/A	27th Floor, West	3BD/3.5	Elevators, Public Hall & Stairs
28A	27th Floor	TBD	1.5542%	1.6404%	1,490	N/A	28th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
28B	27th Floor	TBD	1.5678%	1.6547%	1,494	N/A	28th Floor, West	3BD/3.5	Elevators, Public Hall & Stairs
29A	28th Floor	TBD	1.5542%	1.6404%	1,490	N/A	29th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
29B	28th Floor	TBD	1.5678%	1.6547%	1,494	N/A	29th Floor, West	3BD/3.5	Elevators, Public Hall & Stairs
30A	29th Floor	TBD	1.5542%	1.6404%	1,490	N/A	30th Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
30B	29th Floor	TBD	1.5678%	1.6547%	1,494	N/A	30th Floor, West	3BD/3.5	Elevators, Public Hall & Stairs

31A	30th Floor	TBD	1.5542%	1.6404%	1,490	N/A	31st Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
31B	30th Floor	TBD	1.5678%	1.6547%	1,494	N/A	31st Floor, West	3BD/3.5	Elevators, Public Hall & Stairs
32A	31st Floor	TBD	1.5542%	1.6404%	1,490	N/A	32nd Floor, East	3BD/3.5	Elevators, Public Hall & Stairs
32B	31st Floor	TBD	1.5678%	1.6547%	1,494	N/A	32nd Floor, West	3BD/3.5	Elevators, Public Hall & Stairs
PHA	32nd+33rd Floors	TBD	2.9201%	3.0819%	2,729	358	33rd+34th Floors, East	3BD/3.5/DP/T	Elevators, Public Hall & Stairs
PHB	32nd+33rd Floors	TBD	2.9201%	3.0819%	2,727	358	33rd+34th Floors, West	3BD/3.5/DP/T	Elevators, Public Hall & Stairs
Residential Totals:			94.7504%	100.0000%	89639	1934			
Grand Totals:			100.0000%	NA	92429 Plus 1170CS	1934			

C denotes Commercial Unit.
CS denotes Cellar Storage which is part of the Commercial Unit.
DP denotes Duplex Unit.
S denotes Studio.
PH denotes Penthouse Unit.
BD - denotes Bedroom(s).
T - denotes private terrace.

NA - denotes Not Applicable.

* There is no designated 13th floor in the Building. PHA and PHB are duplexed down from the designated 34th floor to the 33rd floor of the Building. The structural 16th floor of the Building is composed entirely of mechanical sapce.

The Storage Room, Bike Room, Common Laundry Room and Pet Washing Room on the Cellar Level of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. The aggregate square footage of the Storage Room, Bike Room, Common Laundry Room and Pet Washing Room is approximately 1015 square feet.

The Fitness Room/Pilates/Yoga Studio and the adjacent Party Room and Media Room on the 2nd Floor of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. The Fitness Room/Pilates/ Yoga Studio and adjacent Party Room and Media Room are approximately 3183 square feet in the aggregate.

A portion of the 4th and 6th Floors of the Building shall contain Storage Rooms which shall be Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners. The aggregate square footage of the Storage Rooms is approximately 1016 square feet.

A portion of the 5th Floor of the Building shall be contain a Bike Room which shall be a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners. The square footage of the Bike Room is approximately 685 square feet.

The Common Terrace located at the 36th Floor Roof of the Building shall be a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners. The Common Terrace is approximately 550 square feet.

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUMS OF THE PREMISES
KNOWN AS

368 THIRD AVENUE CONDOMINIUM

LOCATED AT
368 THIRD AVENUE
NEW YORK, NEW YORK 10016

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 368 Third Avenue Condominium, a condominium being newly constructed at 368 Third Avenue, New York, New York 10001. The Building will also be known as the "Vu."
"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium, the Commercial Unit shall be solely responsible for

the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; electrical consumption in the Commercial Unit for which the Commercial Unit will be separately metered or submetered; subsequent to the time that the Commercial Unit is separately metered or submetered; the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of Commercial Limited Common Elements; and any other expense, which is not a Shared Expense, attributable to the Commercial Unit only.

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

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

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

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

Common Expenses (as defined in the Condominium Documents).

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

"Common Expenses" -

(a) Expenses of operation of the Property, and

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

"Common Interest" - The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.

"Condominium" - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 368 Third Avenue Condominium.

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.

"Consummation of the Plan" - Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.

"Contributing Share" -

(a) In the case of the Residential Units, each Residential Unit's proportionate share of the

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

(b) In the case of the Commercial Unit, and in the event that there is more than one (1) Commercial Unit, the Commercial Unit's or each Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. The Commercial Unit Owner's or each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all the Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Units.

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

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

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

"Facility" or "Facilities" - As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating

the board scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off value or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

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

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

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

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

(1) The land on which the Building is physically erected, including rear or side yard areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land and Building, which rights are being

reserved by Sponsor for itself and any successors or assigns. Yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor or a Sponsor-designee or the Commercial Unit Owner;

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

Commercial Unit is attached; the entrances to and exits from the Building which are not specifically designated as Limited Common Elements; all cellar or first floor areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric switchgear room, the fire pump room, adjoining pump room and the ATS room, including any and all related Facilities located in such rooms and located at the cellar level; the gas meter room and adjoining closet located at the first floor level of the Building; the gas meters, water meters and electric meters at the cellar and first floor levels, if any, except to the extent included below as Limited Common Elements;

(4) The service elevator, its elevator shaft and pits and adjoining elevator machine room and lobbies located at the cellar and first floor of the Building together with all Facilities related thereto;

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

(6) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated seventeenth and thirty-fifth floors, which service both the Commercial

Unit and the Residential Units or the General Common Elements;

(7) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated seventeenth and thirty-fifth floors, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(8) All sewer pipes and drainage pipes;

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

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

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

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

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof

or of any other governmental, public, or quasi-public authorities, including the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

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

(1) Residential Limited Common Elements:

(1a) At the second floor through and including the main roof and roof bulkhead levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, and supports, any interior bearing walls (except to the extent included below as Commercial Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Units from the corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire

staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated below as Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other

planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress and egress purposes and for any other lawful purpose; the entrances to and exits from the Building located on Third Avenue, subject to an easement in favor of the Commercial Unit Owner for ingress to and egress from Stair D;

(1b) The common service or public corridors and fire staircases located at the cellar level and first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

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

(1d) All passages, hallways, stairs and corridors, all mechanical space,

offices, common Building storage room, common laundry room, office for the superintendent, employee locker room and bath, pet washing room, and all other rooms, areas, spaces and other parts of the Building, including, but not limited to, the cellar level, which are not Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

(1f) Any residential tenant storage/bike room or rooms located at the cellar level and fifth floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers. The use of the tenant storage/bike room or rooms shall be subject to the By-Laws of

the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

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

(1h) The two (2) passenger elevators, passenger elevator machinery, its shafts and pits; the elevator bulkhead, and elevator machine room, together with all Facilities related thereto, located at the main roofs of the Building or in the elevator hoistways, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

to be determined by the Board of Managers;

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

(1k) The party room, media room, half bathroom, yoga/pilates studio, and the gym/fitness room, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

(1m) The common roof terrace located at the main roof level of the Building which shall be for the exclusive use of all of the Residential Unit Owners

in a manner to be determined by the Board of Managers;

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

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

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

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

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

(1s) Any and all windows of the Building which are not part of a particular

Residential Unit or the Commercial Unit;

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

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

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

(2) Commercial Limited Common Elements:

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

(2b) All columns, girders, floor slabs and concrete ceilings, beams, and supports and interior bearing walls

located within the Commercial Unit or separating the Commercial Unit from a Residential Unit or the residential portions of the Building;

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

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

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

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

(3) Residential Unit Limited Common Elements:

(3a) The skylights, if any, existing or installed at some future date, that are directly above any Unit which shall

be for the exclusive use of such Unit Owner. The maintenance, repair and replacement of such skylights shall be the responsibility of the individual Unit Owners of such Units;

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

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

(3d) If applicable to a Residential Unit, the individual residential Storage Room located at the cellar level, fourth floor and sixth floor of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any Storage Room shall be subject to any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion.

"Majority" - Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the

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

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

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

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

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

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

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any

Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

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

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

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

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

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

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Residential Units shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units; vault charges, if any, attributable to vaults adjacent to the Common Elements, except to the extent they are

attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; electricity for the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the media room, adjoining half bathroom, party room, yoga/pilates studio, fitness center and other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided in the By-Laws.

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

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

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

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

in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

"Selling Agent" - The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Halstead Property Development Marketing, LLC is the Selling Agent pursuant to the terms of the Offering Plan.

"Sponsor" - The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; 368 Third Owners LLC is the Sponsor of this Offering Plan.

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

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

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

"Superintendent's Unit" - The residential apartment located at the 2nd floor of the Building and designated as Residential Unit 2A which shall initially be used as the residence of the Building's superintendent and which shall be conveyed to the Board of Managers on behalf of all

of the Unit Owners. Pursuant to the terms of the Offering Plan, there will be one (1) Superintendent's Unit. The Superintendent's Unit shall also be known as the Residential Manager's Unit.

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

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

"Unit designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.

"Unit Owner" - The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Commercial Unit.

"Unsold Units" - Any Unit owned by Sponsor or its designee at the time in question.

EXHIBIT D

POWER OF ATTORNEY
TO BOARD OF MANAGERS
AND SPONSOR

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 368 Third Avenue, New York, New York 10016, in the Condominium known as 368 Third Avenue Condominium consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 368 Third Avenue Condominium jointly, true and lawful attorneys-in fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint 368 Third Owners LLC (hereinafter collectively the "Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 17 and 18 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided,

however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint 368 Third Owners LLC as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT E

BY-LAWS

OF

THE CONDOMINIUMS OF THE PREMISES

KNOWN AS

368 THIRD AVENUE CONDOMINIUM

368 THIRD AVENUE
NEW YORK, NEW YORK 10016

Borough of Manhattan

New York County, City and State of New York

D'AGOSTINO, LEVINE, LANDESMAN, LEDERMAN, RIVERA & SAMPSON, LLP
ATTORNEYS FOR SPONSOR
345 SEVENTH AVENUE, 23RD FLOOR
NEW YORK, NEW YORK 10001

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BY-LAWS
OF
THE CONDOMINIUMS OF THE PREMISES
KNOWN AS

368 THIRD AVENUE CONDOMINIUM

368 THIRD AVENUE
NEW YORK, NEW YORK 10016

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership**. The property, located in the borough of New York, New York County, City and State of New York at 368 Third Avenue, New York, New York 10016 (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the New York County Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as 368 Third Avenue Condominium and is sometimes referred to as the "Condominium" or "Condominiums."

Section 2. **Applicability of By-Laws**. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the Common Elements, whether General Common Elements or Limited Common Elements), but excluding any unused transferable air rights and/or development rights pertaining to the land and building which rights are being reserved by Sponsor for itself and any successors or assigns, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. **Application**. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Addendum To The By-Laws.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations

and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Definitions**. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Schedule C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 5. **Office**. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

BOARD OF MANAGERS

Section 1. **Status of the Board of Managers**. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2. **Number and Term**. The number of Managers which shall constitute the whole Board shall be not less than five (5) and not more than nine (9). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners; thereafter, all Managers, other than a representative of Sponsor or its designee, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first such meeting shall be seven (7). Thereafter, within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. There shall always be an odd number of Managers. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, the terms of the members of the Board of Managers shall expire annually.

Section 3. **Powers and Duties**. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

a. Contracting for the necessary services for operation, care, upkeep and maintenance of the Common Elements.

b. Determination of the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

c. Collection of the Common Charges and expenses of the Condominium from the Unit Owners.

d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

e. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VI, Section 16).

f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

g. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

h. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

i. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws.

j. Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

k. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

l. To incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (i) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws

and (ii) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and bylaws;

m. Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

n. Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

o. Negotiation and settlement of all claims and actions relating to the Condominium.

p. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of $10,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (p) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

q. Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments.

r. Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the closing of title to the first Unit ("First Unit Closing"), the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to (a) any contingency

fund and/or capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and (b) Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to any reserve fund study obtained by Sponsor that may justify the reduction of the requisite percentage or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan to be filed for the Property or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan to be filed for the Property, unless the annual cost of all other services being provided, is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale or leasing of Units; (iii) interfere with the operation of general or sales and leasing offices at the Property or the actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 3r, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations or to remedy any notice of violation or to remedy any work order by an insurer.

s. Executing any note and/or mortgage and any related loan documents in connection with the Board's acquisition and/or financing and/or refinancing of the Superintendent's Unit on behalf of all of the Unit Owners.

Section 4. **Managing Agent and Manager**. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (l), (o), (p) and (q) of Section 3 of this Article II. Except with respect to

Sponsor or Sponsor's designee, the managing agent or manager may not be a member of the Board of Managers.

Section 5. **First Board of Managers**. The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first meeting of Unit Owners called for the purpose of electing Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 6. **Removal of Members of the Board of Managers**. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner as a Sponsor-designee, may be removed with or without cause by an affirmative vote of Unit Owners whose aggregate Common Interest exceed fifty percent (50%) of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner as a Sponsor-designee may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is a designee of the Sponsor or a Sponsor-designee, such Board Member shall be deemed to have resigned effective as of the date such ownership interest ceased.

Section 7. **Vacancies**. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of members designated by the Sponsor or Sponsor-designee or a Commercial Unit Owner as a Sponsor-designee, shall be filled only by the Sponsor or Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be.

Section 8. **Organization Meeting**. The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 9. **Regular Meetings**. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, telegraph or personal delivery to the Unit owned by such member of the Board of Managers, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 11. **Waiver of Notice**. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum of Board of Managers**. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

Section 13. **Fidelity Bonds**. The Board of Managers shall, in its discretion, obtain fidelity bonds in the amount of $100,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent, if any. The premiums on such bonds shall constitute a Common Expense.

Section 14. **Compensation**. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 15. **Liability of the Board of Managers**. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all

contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. **Executive Committee**. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers, at least one of whom shall be a member designated by the Sponsor or Sponsor-designee so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the managing of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Charges and expenses required for the affairs of the Condominium, (b) to determine the Common Charges payable by the Unit Owners to meet the Common Charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (p) of Section 3 of Article II.

Section 17. **Other Committees**. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one (1) of whom shall be designated by the Sponsor or a Sponsor-designee, so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 16 of Article II.

ARTICLE III

UNIT OWNERS

Section 1. **Annual Meetings.**

(a) Within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the date on which the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all of the Residential Units; or (iii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect Members of the Board of Managers. So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least four (4) of the seven (7) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than three (3) of the seven (7) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the first annual meeting of the Unit Owners. Members of the Board of Managers shall serve for a term of one year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

(c) Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of

the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Section 2. **Place of Meetings**. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business**. The order of business at all meetings of the Unit Owners shall be as follows:

a. Roll call;

b. Proof of notice of meeting;

c. Reading of minutes of preceding meeting;

d. Reports of officers;

e. Report of Board of Managers;

f. Reports of committees;

g. Election of inspectors of election (when so required);

h. Election of members of the Board of Managers (when so required);

i. Unfinished business;

j. New business.

Section 7. **Title to Units**. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or limited liability company or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent or condonation of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. **Voting**. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. The Owners of each Unit (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one (1) or more Units) shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common or by a partnership, corporation, limited liability company, or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. **Majority of Unit Owners**. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. **Majority Vote**. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. **Action Without Meeting**. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. **Designation**. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers**. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees created by the Board of Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers is to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer**. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc**. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers**. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. **Liability of Officers**. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 15 of these By-Laws.

ARTICLE V

NOTICES

Section 1. **Definition**. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. **Service of Notice Waiver**. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges**. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective percentage of Common Interest or

Contributing Share as the case may be. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any. Subject to the individual rights and obligations of the Commercial Unit Owner with regard to shared expenses as defined hereinafter, the Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Unit(s).

The Board of Managers shall also, where necessary, impose an Assessment or additional Common Charge in order to meet any unanticipated Common Expense. All such Assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interest or Contributing Share as the case may be. Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days written notice prior to the date upon which such Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Assessments as are provided herein for the collection of Common Charges, such Assessments constituting a Common Charge. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any Assessment for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements other than the Major Capital Improvement Replacement Reserve Fund described below as a Shared Expense. Notwithstanding anything herein to the contrary, in the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, the Board of Managers may elect to have each Unit Owner pay to the Board, as an Assessment or as Additional Common Charges, his, her or its pro rata share (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property. The Board of Managers will then pay such taxes either to the Finance Administration of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes.

The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of Common Charges, Additional Common Charges and/or Assessments payable by each of

them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

The annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation" in the Offering Plan which is to be filed for the Property; Salaries, including payroll taxes and benefits for the employment of one or more employees of the Condominium, including the superintendent, a handyman and two (2) porters who shall service all of the Units and any employee, independent contractor or vendor employed or retained to provide concierge, doorman and/or security services, common charges, real estate taxes, utility charges and mortgage indebtedness for the Super's Unit; Gas consumption for Heat in all the Units, including any supplemental heat for the public corridors, domestic hot water in the Units and Common Elements, and gas consumed in the Common Elements. Gas consumption for heat and hot water in all the Units will initially include a minimal amount of gas consumed for heat and hot water in the Commercial Unit prior to it being occupied by a tenant and it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for heat and hot water in the Commercial Unit and Common Elements prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and the Common Elements, and gas consumed in the Common Elements, shall be a Residential Common Expense; Water and server charges, water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimates share of the cost of water consumption together with all relates sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense; Repairs and Maintenance of the General Common Elements, including, but not limited to, repairs, maintenance and replacement of the service elevator at the rear of the Building, common heating and air-conditioning equipment, those portions of the standpipe system and sprinkler system in the common areas or Common Elements; Supplies for the General Common Elements of the Building; Insurance; Administrative Expenses of the Condominium, including but not limited to, Legal and Accounting Fees of the Condominium; Major Capital Improvement Replacement Reserve Fund but only to the extent such reserve fund is required to conform the original budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae; a Contingency for unanticipated Shared Expenses; Management Fees of the Condominium; Franchise Taxes of the Condominium, if any, or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Commercial

Unit to the extent the Commercial Unit benefits therefrom. The Shared Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners.

Notwithstanding anything contained in these By-Laws, the Board of Managers' obligation to include in the Common Charges a Shared Common Expense known as a Major Capital Improvement Replacement Reserve Fund ("Reserve Contribution"), which shall be equal to ten percent (10%) of the budgeted expenses of the Condominium, subject to any reserve fund study obtained by Sponsor that may justify the reduction of the requisite percentage, for the First Year of Condominium Operation commencing July 1, 2021, shall in any subsequent year be at the sole discretion of the Board of Managers. The Board of Managers reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Board of Managers) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, (i) for so long as Sponsor continues to own at least one (1) Unsold Residential Unit and the Reserve Contribution is established, the Condominium Board must maintain the Major Capital Improvement Reserve Fund and any change in the amount of the Major Capital Improvement Reserve Fund shall be made only with Sponsor's prior written consent, and (ii) that portion of the Reserve Contribution contributed to by the Commercial Unit Owner, if any, can only be used for the repair and replacement of the General Common Elements.

The payment of the Shared Expenses by the Owner of the Commercial Unit shall initially be based on the projections set forth in the foregoing budget, which are based on the Common Interest of the Commercial Unit. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Commercial Unit, then the Commercial Unit Owner will pay their fair share of such expense.

Except for those Shared Expenses set forth in the initial Budget which shall be paid for by each Residential Unit Owner and the Commercial Unit Owner based upon the Unit's percentage Common Interest, or Contributing Share, as the case may be, if the Commercial Unit Owner uses or incur a disproportionate portion of any subsequent Shared Expense relative to its Common Interest (whether too low or too high), then the Commercial Unit Owner shall be required to pay only their fair share of such subsequent expense.

In the event the Commercial Unit Owner and the Condominium cannot agree upon such "fair share" of a new expense or a Shared Expense, then same shall be determined by a licensed real estate broker selected by the Condominium and the Commercial Unit Owner. In the event the Condominium and Commercial Unit Owner cannot agree upon a real estate broker, or if the Condominium and the Commercial Unit Owner cannot agree on any decision or determination to be made in connection with the Shared Expenses or a new expense to be paid by the Commercial Unit Owner, then, in such event, the Commercial Unit Owner and the Condominium, at the sole option of the Commercial Unit Owner only, shall be obligated to arbitrate, on an expedited basis, the dispute pursuant to the provisions of Article XV of the By-Laws of the Condominium. The decision of the arbitrator shall be final and binding. In the event that the Commercial Unit Owner elects not to arbitrate, the Commercial Unit Owner and the Board of Managers of the Condominium on behalf of all of the Residential Units Owners may exercise all remedies available to them in equity and at law.

The Condominium Board shall advise all Unit Owners in writing promptly after same are determined of the amount of Common Charges payable by each of them and, not later than ten (10) days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

Notwithstanding anything herein to the contrary, but subject to the dispute resolution procedures set forth hereinabove or in Article XV hereof and the payment, collection and enforcement provisions of these By-Laws in general, the Commercial Unit Owner and the Residential Unit Owners shall each be solely responsible for the payment of the following expenses. The Commercial Unit Owner shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; electrical consumption within the Commercial Unit for which the Commercial Unit shall be separately metered or submetered; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, which is not a Shared Expense, attributable to the Commercial Unit only. The Residential Unit Owners, jointly, shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from garbage collection for the Residential Units; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; electricity for the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for dryers in the Residential Limited Common Elements and gas consumed in the Common Elements; gas consumption for cooking; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the media room, adjoining half bathroom, party room, yoga/pilates studio and fitness center and

other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided herein.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser. Until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that all Unit Owners will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest or Contributing Share, as the case may be,) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

Section 2. **Insurance**. The Board of Managers shall be required to obtain and maintain the following insurance: (a) an all-risk property policy insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including any improvements and betterments installed by Unit Owners or any furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker, or in any event the amount of insurance necessary to avoid the effects of co-insurance; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided; (b) worker's compensation insurance, if the Condominium has employees; (c) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member of the Board of Managers, officers of the Condominium,

managing agent and managers, including any person or persons handling or responsible for funds of the Condominium; (d) disability benefits insurance if the Condominium has employees; (e) directors' and officers' liability coverage covering the Board of Managers; and (f) such other insurance, including, but not limited to, boiler, elevator and machinery insurance coverage, water damage legal liability coverage, as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than $100,000.00), and that the total proceeds thereof, if $100,000.00 or less, shall be payable to the Board of Managers and if more than $100,000.00 shall be payable to the Insurance Trustee, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insured to the extent as their interests shall also appear. Notwithstanding anything herein to the contrary, at the request of the Commercial Unit Owner, the Board of Managers of the Condominium, at the sole cost and expense of the Commercial Unit Owner, shall have its property insurance policies extend the waiver of subrogation to all occupants of the Commercial Unit and waive any claim against and release any occupants of the Commercial Unit from liability for damage to property covered by the Condominium's property insurance policies. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies if so requested in writing by them.

In the event that the damage resulting from a fire or other casualty loss shall (a) render one (1) or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (b) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another and for any and all claims which may arise from the public use or Unit Owner use of the sidewalks in front of the Building. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 covering all claims for bodily injury, property damage and products

liability with respect to any one occurrence together with a Commercial umbrella liability policy in the amount of $50,000,000.00.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, terrace, roof deck or yard). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

The insurance policy for the Condominium obtained by the Board of Managers should require the insurer to notify in writing the Board of Managers (or insurance trustee) and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

If, by reason of the occupancy or use of a particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers

specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Notwithstanding the foregoing or any other provisions of these By-Laws, any insurance maintained by the Board of Managers shall not obviate the obligations of the Unit Owners with respect to insurance, maintenance, and/or repair of their respective Units, and if applicable, appurtenant Limited Common Elements (including, but not limited to, the obligations of Unit Owners with respect to fixtures initially installed in their respective Units by the Sponsor or by prior construction).

Section 3. **Repair or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. If the cost of such repair and restoration is in excess of the insurance proceeds, the Board of Managers shall levy a Special Assessment against all Unit Owners, for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the trust funds to be disbursed by the Insurance Trustee, if any, or the Board of Managers, as the case may be. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, if any, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after first payment out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjustor retained by the Board of Managers. Wherever the words, "promptly resolve" are used it shall also mean not more than sixty days from the date of receipt of said insurance funds.

Section 4. **Payment of Common Charges**. All Unit Owners shall be obligated to pay the Common Charges, including Assessments, assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges, including Assessments, assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges, including Assessments, assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Charges, including Assessments, assessed prior to the foreclosure sale.

Section 5. **Collection of Common Charges and Assessments**. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any Assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late.

The Board of Managers shall also take prompt action to collect any Storage Room License Fees and any Assessment due from any Unit Owner which remains unpaid. For purposes of collection, all License Fees due from Unit Owners shall be deemed Common Charges and the Board shall have all rights and remedies under the Declaration and By-Laws to collect same.

Pursuant to Real Property Law Section 339-kk, the Board of Managers has the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if a Non-Occupying Unit Owner is not current on his or her Common Charges, Assessments or late fees, hereinafter ("Charges"). In order to collect rents directly from the Tenant, the Non-Occupying Unit Owner must fail to make the payment of Charges within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and the Non-Occupying Unit Owner providing that, commencing immediately and until such time as all payments for all Charges are made current, all rental payments are to be made directly to the Condominium at the address provided in the notice. Once all charges are current the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such payment and that thereafter all future rental payments should be made to the Non-Occupying Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present his or her supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of Board receiving notice of contest). The Board shall have the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Section 6. **Default in Payment of Common Charges or Assessments.** In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any Assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such Common Charges or Assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or Assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or Assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339aa thereof. A Unit Owner defaulting in payment of Common Charges or Assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 7. **Foreclosure of Liens for Unpaid Common Charges**. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. **Statement of Common Charges and Assessments**. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges, including Assessments, due from such Unit Owner.

Section 9. **Abatement and Enjoinment of Violations by Unit Owners**. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Section 10. **Maintenance and Repairs**.

a. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of the Unit's entrance door), windows (except the painting of the exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owners(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

   Further, the individual Unit Owner shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment.

b. All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and Unit windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

c. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the Board of Managers as a Commercial Common Expense, if such Limited Common Element is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

d. Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall (i) comply with all applicable law and building codes; (ii) shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units; and (iii) shall not affect the structural integrity of the Building.

e. Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any terrace, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein (the cost of debris and snow removal from the plaza and sidewalks in front of the residential lobby and the common roof terrace located at the main roof of the Building shall be a Residential Common Expense and shall only be the responsibility of the Board of Managers; the Commercial Unit Owner shall only be responsible for the cost of removing debris

and snow from the sidewalks directly in front of its respective entrances and from the entire sidewalk which is adjacent to its Unit; and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of or at the rear of the Building and the maintenance of the alleyway adjacent to the rear of the Property to the centerline of the alleyway shall be a Residential Common Expense. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of terraces, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

Section 11. **Restrictions on Use of Units**. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a. The Residential Units shall be used for private residences only, except that a Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Residential Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning law, regulations or ordinance and provided further, that the prior consent of the Board of Managers to such professional use is obtained. Further, a den, which is part of a Residential Unit is not meant for sleeping, living or cooking purposes. Such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the

primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, restaurant uses, or for any other lawful purpose. No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room will not be applicable to a Storage Room held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, doormats, packages, or objects of any kind shall be placed in the lobbies, public halls, public stairways, the elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobbies, public halls, public stairways and elevators shall be used only for normal passage through them.

c. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies, including the Landmarks Preservation Commission, if

applicable, having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

f. With the exception of the Commercial Unit, no portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit, including the Limited Common Elements appurtenant thereto) may be rented.

The terms of sub-paragraph (b) of this Section 11 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. So long as Sponsor owns any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan.

Section 12. **Additions, Alterations or Improvements by Board of Managers**. Subject to the provisions of Section 3 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. **Additions, Alterations or Improvements by Unit Owners**. Except as provided below, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to

do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi- governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13 which require the consent of the Board of Managers in connection with a structural addition, alteration or improvement or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units shall not apply to Units owned by the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit. Neither the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit shall need such consent. All other provisions of this Section 13 shall apply to all Units.

For example, with respect to any structural addition, alteration or improvement to a Sponsor-owned Unit or the Commercial Unit, such work shall be at the sole cost and expense of the Sponsor and/or its designee or the Commercial Unit Owner, and be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and workmen's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by said Sponsor or its designee or the Commercial Unit Owner, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any structural alteration, addition or improvement, or due to

improper design or construction of any structural alteration, addition or improvement. Additionally, the Sponsor and/or its designee or the Commercial Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with any services provided to such alteration, addition or improvement.

Notwithstanding anything to the contrary contained in this Section 13, however, Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or the Commercial Unit Owner shall have the right, pursuant to the terms of Paragraphs 8 and 17 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by any of them whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by any of them.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

Section 14. **Use of Common Elements and Facilities**. A Unit Owner shall not place or cause to be placed in the public halls and stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The lobbies, public halls and stairways or other common areas shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-designee shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 11 of this Article VI and in conjunction with the Sponsor's or a Sponsor-designee's exercise of the rights retained by Sponsor in the Condominium Declaration.

The Owner of a Unit or Owner or Owners of any two (2) or more Units, which Unit or Units is/are the only Unit(s) serviced or benefitted by any General or Limited Common Element adjacent or appurtenant to such Unit(s) (for example, the portion at the end of any hallway that is directly adjacent to any such Unit(s) located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements, shall, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee), have the right to use such General or Limited Common Elements exclusively, as if it were a part of such Unit(s) (including the right, in the example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such an event, however, such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Owner or Owners exercise such exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

Further, the Board of Managers shall have the authority to promulgate additional rules regarding use of and access to the Storage Rooms and the procedures for assigning the Storage Room License. As part of the sale of his Unit, or with regard to the sale of a Storage Room License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Room License to the Board of Managers which shall be authorized to reissue such Storage Room License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale.

Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. The Storage Room License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Room from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Room to residents or non-residents in its sole discretion with charge and without the consent of the Board of Managers of the Condominium. The Storage Rooms are located on the cellar, fourth floor and sixth floor of the Building and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with applicable Law

regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Section 15. **Right of Access**. A Unit Owner shall grant a right of access to his Unit and, if applicable, to his Storage Room, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and/or Storage Room and threatening another Unit, another Storage Room or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. **Rules of Conduct**. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or its designee remains the Owner of one (1) or more Units and/or Storage Rooms, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or its designee without Sponsor's prior written consent. Additionally, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Commercial Unit without the prior written consent of the Commercial Unit Owner.

Section 17. **Water Charges and Sewer Rents**. Water shall be supplied to all of the Units and the Common Elements on the basis of one (1) or more meters or submeters for the Building or pursuant to a frontage charge. The Board of Managers shall initially pay, as a Shared Common Expense, all charges for water consumed in the Units and the Common Elements together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Any water and sewer bills received by a Unit Owner shall immediately be rendered to the Board of Managers for payment. In no event shall the Board of Managers be responsible for loss of service to any Unit, interest or penalties, due to a delay in paying such bills resulting from a Unit Owner not tendering a bill. Any interest or penalties due for such late payments will be an additional assessment to be paid by the Unit Owner who failed to timely tender any bill. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed. Water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it

being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

Section 18. **Electricity and Gas**. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters or submeters. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit to the public utility.

The electricity serving the Common Elements, including the Residential Limited Common Elements and the Commercial Limited Common Elements, shall be metered by one or more meters or submeters, and the Board of Managers shall pay the bills for such consumption as a Residential Common Expense.

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

Section 19. **Review of Real Estate Tax Assessments; Payment of Real Estate Taxes**. It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Alternatively, and notwithstanding anything herein to the contrary, in the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, the Board of Managers may elect to have each Unit Owner pay to the Board, as an Assessment or as Additional Common Charges, his, her or its pro rata share (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property. The Board of Managers will then pay such taxes either to the Finance Administration of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes.

Section 20. **Vault Charges**. All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the Common Elements of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Residential Common Expense. However, Vault Charges, if any, attributable to a Commercial Unit which has exclusive use of such vault area shall be paid by the Owner of such Commercial Unit. If an allocation of Vault Charges is necessary to determine those charges allocable to an individual Commercial Unit, such allocation shall be made on a square footage basis.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Board of Managers**. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. **Notice of Default**. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. **Examination of Books**. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice to the manager, managing agent or Board of Managers on business days.

Section 5. **Notice of Changes to Units and/or Common Elements**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed amendment to the Condominium Offering Plan, Declaration and/or By-Laws effecting a change in (i) the size or location of any Unit or the exclusive easement rights, if any, appertaining thereto; (ii) any change in the percentage of Common Interest of a Unit or Common Charges payable by a Unit Owner to the Condominium; (iii) any change in the number of votes each Unit Owner shall be entitled to cast at a meeting of Unit Owners; and (iv) any change to the restrictions on use of the Units or Common Elements.

Section 6. **Notice of Termination of the Condominium**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed termination of the Condominium.

Section 7. **Notice of Condemnation or Casualty**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any taking in condemnation or by eminent domain or any casualty loss of a material portion of the Common Elements or a portion of any Unit on which there is a first mortgage.

Section 8. **Notice of Insurance**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

Section 9. **Consent of Mortgagee**. The right of a Unit Owner who mortgages his Unit and who is also a licensee pursuant to a Storage Room License Agreement, to assign the Storage Room License is subject to (i) the consent of the mortgagee of any mortgage loan encumbering such Unit Owners Unit and (ii) compliance by such Unit Owner with the requirements of mortgagee including, but not limited to, if required by mortgagee, the pledge and grant of a first priority security interest in all Licensee's right, title and interest in and to the Storage Room License as collateral security to mortgagee for the prompt and complete payment and performance of all of such Unit Owner's obligations under the mortgage.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to a mortgagee, there shall be implied mortgagee approval when a mortgagee fails to respond after 60 days written notice provided notice was delivered by certified or registered mail with a return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases**. No Unit Owner other than the Sponsor or a Sponsor-designee or the Commercial Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee or the Commercial Unit Owner need not comply with such provisions. Sponsor or a Sponsor-designee or the Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of Managers or the Managing Agent, to sell its Unit(s) or lease its Unit(s), or, in the case of the Commercial Unit, lease any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee or the Commercial Unit Owner, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee or the Commercial Unit Owner with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

With regard to a Storage Room License, the following restrictions apply. A Storage Room License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room License in question will devolve to the Board of Managers which will have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Rooms to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, the Sponsor and/or a Sponsor-designee will only sell a Storage Room License to a Residential Unit Owner.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as

contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said twenty (20) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within twenty (20) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the twenty (20) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by Julius Blumberg, Inc., or The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner

shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 2. **Consent of Unit Owners to Purchase or Lease of Units by Board of Managers**. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. **Release by Board of Managers of Right of First Refusal**. The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. **Certificate of Termination of Right of First Refusal**. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. **Financing of Purchase of Units by Board of Managers**. Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against

each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. **Exceptions**. The provisions of Section 1 of this Article VIII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee or the Commercial Unit Owner, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. **Gifts and Devises, etc**. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. **Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common**. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Common Charges and Assessments**. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11. **Mortgage of Units**. No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or

simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. The Sponsor, its designee and/or the Commercial Unit Owner may encumber its Unit or Units with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. **Fees and Charges**. The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VIII except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Commercial Unit Owner. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Commercial Unit Owner.

ARTICLE IX

CERTAIN REMEDIES

Section 1. **Self Help**. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit or its appurtenant Limited Common Elements pursuant to the terms of Article VI hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 2. **Abatement and Enjoinment**.

a. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

b. The violation or breach of any of the terms of the Condominium Documents with respect to any of the rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 3. **Remedies Cumulative**. The remedies specifically granted to the Board of Managers or to the Sponsor or its designee in this Article IX or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one (1) time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 4. **Costs and Expenses**. All sums of money expended, and all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees, by (i) the Board of Managers in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 1 or paragraph (a) of Section 2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (b) of Section 2 hereof, shall be immediately payable by such Unit Owner to the Board of Managers in the event set forth in subparagraph (i) hereof or by the offering party (i.e., the Board of Managers or the Unit Owner) to Sponsor, in the event set forth in subparagraph (ii) hereof, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month, but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law. All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE X

CONDEMNATION

Section 1. **Condemnation**. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $100,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than $100,000.00. If seventy-five percent (75%) or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, if any, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as

provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE XI

RECORDS

Section 1. **Records and Audits**. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or, public accountant by March 15th of each calendar year for the prior fiscal year;

(b) Prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium, within ten (10) days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver**. No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. **Insurance Trustee**. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of thirty-three (33) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of twenty (20) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 6. **Definition of "Mortgagee"**. As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" or "Permitted Mortgagee" shall include the holder of any construction loan mortgage which shall be a lien on a unit.

Section 7. **"Lot-Line Windows"**.

(a) There are Lot-Line Windows which are part of the construction of the Building.

Along the north side of the Building, Lot Line Windows are provided on the north side of the Building in Residential Unit A and Residential Unit D – 14th thru 16th, 18th thru 26th floors, Residential Unit A and B – 27th thru 32nd floors and Residential Unit A and B – PH 33rd Floor. Lot Line Windows will have tempered glass and will be protected with sprinklers.

Windows along the south side of the Building are located on the lot line between the Property and the adjacent air rights parcel. A light and air agreement is in place preventing the adjacent building from future development that will destruct the light and air of windows along south side of the Building. Even though windows from the 10th thru 12th and 14th floors which are below 60 feet in height are being used to satisfy NYC Building Code requirements for light and air, such windows below 60 feet will have tempered glass and will be protected with sprinklers as required by the building code.

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

(b) In the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by the Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

(c) The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Lined Windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

Section 8. **Nondisturbance Agreement**. At the request of the Commercial Unit Owner, the Board shall execute and deliver to any tenant of such Commercial Unit Owner an agreement providing in substance that so long as any lease pursuant to which such tenant occupies space in the Building is in full force and effect and there is no default by said tenant thereunder after notice and the expiration of any applicable grace period, and provided said tenant attorns to and recognizes the Board (or any successor thereto) as tenant's landlord pursuant to its lease (and executes and delivers any instrument which the Board or its successor may reasonably request to evidence such attornment), that the rights of tenant under its lease and the possession of tenant shall not be affected or disturbed and said lease shall not terminate as a result of any foreclosure or other action pursuant to the Declaration and By-Laws to obtain possession of the Commercial Unit by the Board.

ARTICLE XIII

AMENDMENTS TO THE BY-LAWS

Section 1. **Amendment to By-Laws**. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. However, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or its designee, in the sole discretion of Sponsor or its designee, as the case may be, without the prior written consent of Sponsor or its designee. Additionally, the By-Laws, including the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect (i) the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner, or (ii) the lien of any mortgage without the prior written consent of the mortgagee.

Notwithstanding anything contained herein, Sponsor hereby reserves itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners for the sole purpose of conforming the By-Laws to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of the HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

ARTICLE XIV

CONFLICTS

Section 1. **Conflicts**. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XV

ARBITRATION

Section 1. **Procedure**. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a preceding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor

organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 2. **Variation by Agreement**. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect**. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses**. The fees, costs and expenses of the arbitrator shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

Section 5. **Sponsor's and Sponsor-designee's Option Not to Arbitrate**. Notwithstanding anything herein to the contrary, Sponsor, and/or its designee, shall not be obligated to arbitrate any matter arising under its ownership or sale of Units in the Building. The decision to arbitrate any such matter will be in the sole discretion of Sponsor or its designee. In the event that Sponsor or Sponsor's designee elects not to arbitrate, Sponsor or Sponsor's designee shall have all remedies available to it at equity and law.

SCHEDULE A

ADDENDUM TO THE BY-LAWS OF THE CONDOMINIUMS OF THE PREMISES KNOWN AS 368 THIRD AVENUE CONDOMINIUM

368 THIRD AVENUE NEW YORK, NEW YORK 10016

RULES AND REGULATIONS

1. The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Further, a den, which is part of a Residential Unit is not meant for sleeping, living or cooking purposes. Such use of a den is prohibited by the Zoning Resolution of the City of New York, as amended. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage

of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room, will not be applicable to a Storage Room, held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

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

2. Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or

motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one (1) or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

3. No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

4. Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

5. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

6. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers, unless such installation is required by law, nor shall anything be projected out of any window of any Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

7. No exterior of any Residential Unit, including the roof terraces, or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

8. Plantings on any private terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the private terrace surface, and, if adjoining a wall, at least three (3") inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3") inches from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private terrace, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

9. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

10. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

11. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, or any private terrace, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows or open terraces, or placed upon the window sills of the Building.

12. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have

been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

13. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

14. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

15. Except for Units owned by Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

16. Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

17. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

18. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

19. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

20. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

21. No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that an Owner of the Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

22. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

23. Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

24. Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

25. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

26. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

27. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of

the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of the Commercial Unit shall pay the increase.

28. Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

29. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

30. There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

32. Nothing shall be done or kept in any Residential Unit or in the Common Elements, including but not limited to the Storage Rooms, that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit and/or in the Common Elements, including but not limited to the Storage Rooms, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

33. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit and/or Storage Room at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit and/or Storage Room for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or Storage Room for its permitted purposes.

34. The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit and/or Storage Room. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit and/or Storage Room without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit and/or Storage Room promptly after such Unit Owner moves into his Unit and/or Storage Room, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit and/or Storage Room. If Sponsor or the Board of Managers must gain access to a Residential Unit and/or Storage Room for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit and/or Storage Room caused by Sponsor or the Board of Managers in gaining access to such Unit and/or Storage Room. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit and/or Storage Room at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit and/or Storage Room without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

35. If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

36. No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

37. The use of (i) the common roof terrace at the main roof of the Building; (ii) the residential Storage Rooms located at the cellar, fourth floor and sixth floor of the Building; (iii) the media room together with the adjacent half bathroom, and the party room, all located at the 2nd floor; (iv) common laundry room located at the cellar level of the Building and (v) bike storage rooms located at the cellar level and 5th floor of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

38. The use of the gym/fitness room and yoga/pilates studio on the 2nd floor of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise, gym, yoga and/or pilates equipment.

39. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

40. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

41. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the main roofs of the Building.

42. When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective family members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective family members', guests', domestic employees', agents', visitors' or licensees' failure to abide by the provisions of this paragraph shall be borne solely by the Owner of such Residential Unit causing the damage.

43. At such Unit Owner's sole cost and expense, a Unit Owner who has the exclusive use of a private roof terrace, shall be subject to the following obligations with regard to any and all landscaping located on or separating said roof terrace from other private roof terraces and/or the common roof terrace at the Building:

i. The Unit Owner shall maintain all screen planting, including the fertilization and pest control thereof;

ii. All dead plants shall be replaced as soon as the planting season allows (Fall and Spring – the Unit Owner is responsible to check applicable Fall planting hazard list for those plants that can only safely be planted in Spring). New plants must match original specifications, including genus, species and size, as existed on the date of closing of title to the Unit. The approved list of existing plants will be on file with Managing Agent;

iii. Any changes to the planting design must be reviewed and approved in writing by the Board of Managers;
iv. All plants must be maintained in good health throughout the year;
v. Soil depth may not be increased, nor may it be piled against any privacy fencing;
vi. Plants may not be trimmed, pruned, or shaped to diminish screening and visual separation between terraces without the consent of Managing Agent;
vii. Trees that suffer storm damage shall be assessed by an arborist for recommendations regarding replacement or compensatory pruning to maintain screening capacity and optimal plant health;
viii. Shrubs that suffer storm damage shall be assessed by a qualified horticulture professional and replaced or pruned to maintain screening capacity and optimal plant health;
ix. Increasing the height of privacy fences is strictly prohibited.

44. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units.

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

46. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit or the Commercial Unit Owner unless agreed to by the Commercial Unit Owner.

FORM OF INTERIM USE AND OCCUPANCY AGREEMENT

The Sponsor and Purchaser/Occupant agree as of _____ that Purchaser/Occupant shall use and occupy the Apartment (Apartment shall mean "Unit" where applicable herein) as follows:

SPONSOR/OWNER:
368 THIRD OWNERS LLC
540 Madison Avenue, Suite 16B
New York, New York 10022

PURCHASER/OCCUPANT:
[TBD]

Address for Notices: Same as Above

Apartment #___ at 368 Third Avenue, New York, NY 10016

Term see **paragraph** 33

Security $TBD; **Rent** $TBD

Bank: Not Applicable

Use and Occupancy Fee is $TBD per month for each of the maximum of Twelve (12) months. At the closing of title to the Unit Purchaser/Occupant and Sponsor shall adjust the use and occupancy fee on a pro rata basis for the month in which the closing occurs.

1. **Use.** The Apartment must be used only for residential use as a private Apartment to live in and for no other reason. Only a party signing this Interim Use and Occupancy Agreement and/or the spouse and children of that party may use the Apartment. All references to "Purchaser/ Occupant" shall be read to mean "Purchaser and/or Occupant."

2. **Failure to give possession.** Sponsor and Owner, hereinafter collectively referred to as Sponsor, shall not be liable for failure to give Purchaser/Occupant possession of the Apartment on the beginning date of the Term. Use and Occupancy Fee shall be payable as of the beginning of the Term unless Sponsor is unable to give possession. Use and Occupancy Fee shall then be payable as of the date possession is available. Sponsor must give possession within a reasonable time, if not, Purchaser/Occupant may cancel and obtain a refund of money deposited for Use and Occupancy Fee. Sponsor will notify Purchaser/Occupant as to the date possession is available. The ending date of the Term will not change.

3. **Use and Occupancy Fee, added use and occupancy fee.** The use and occupancy fee payment for each month must be paid on the first day of that month at Sponsor's address. Sponsor need not give notice to pay the use and occupancy fee. Use and Occupancy Fee must be paid in full. The first month's use and occupancy fee and security is to be paid when Purchaser/Occupant signs this Interim Use and Occupancy Agreement. Purchaser/Occupant may be required to pay other charges to Sponsor under the terms of this Interim Use and Occupancy Agreement. They are to be called "added use and occupancy fee." This added use and occupancy

fee is payable as use and occupancy fee, together with the next monthly use and occupancy fee due. If Purchaser/Occupant fails to pay the added use and occupancy fee on time, Sponsor shall have the same rights against Purchaser/Occupant as if Purchaser/Occupant failed to pay use and occupancy fee.

4. **Notices.** Any bill, statement or notice must be in writing. If to Purchaser/Occupant, it must be delivered or mailed to the Purchaser/Occupant at the Apartment. If to Sponsor it must be mailed to Sponsor's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Sponsor must notify Purchaser/Occupant if Sponsor's address is changed.

5. **Security.** Purchaser/Occupant has given security to Sponsor in the amount stated above. The security has been deposited in the Bank named above and delivery of this use and occupancy agreement is notice of the deposit. If the Bank is not named, Sponsor will notify Purchaser/Occupant of the Bank's name and address in which the security is deposited.

If Purchaser/Occupant does not pay use and the occupancy fee on time, Sponsor may use the security to pay for use and occupancy fee past due. If Purchaser/Occupant fails to perform any other term in this Interim Use and Occupancy Agreement, Sponsor may use the security for payment of money Sponsor may spend, or damages Sponsor suffers because of Purchaser/Occupant's failure. If the Sponsor uses the security, Purchaser/Occupant shall, upon notice from Sponsor, send an amount equal to the sum used by Sponsor. At all times Sponsor is to have the amount of security stated above.

If Purchaser/Occupant fully performs all terms of this Interim Use and Occupancy Agreement, pays the use and occupancy fee on time and leaves the Apartment in good condition on the last day of the Term or closes title pursuant to the Purchase Option Agreement, as amended, then Sponsor will return the security being held.

If Sponsor sells or leases the Building, Sponsor may give the security to the buyer or lessee. Sponsor will notify Purchaser/Occupant by certified mail of the name and address of the new buyer or lessee of the building to whom the deposit has been transferred. In that event Purchaser/Occupant will look only to the buyer or lessee for the return of the security. The security is in a trust fund for Purchaser/Occupant. The Sponsor may use the security as stated in this Section. Sponsor may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Sponsor as stated Sponsor will give Purchaser/Occupant the interest less the sum Sponsor is allowed to keep for expenses. If the law does not require security to bear interest, Purchaser/Occupant will not be entitled to it.

6. **Services.** Sponsor will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Purchaser/Occupant to stop paying use and occupancy fee, to make a money claim or to claim eviction. Purchaser/Occupant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Sponsor, caused by Purchaser/Occupant's act or neglect, may be repaired by Sponsor at Purchaser/Occupant's expense. The repair cost will be an added use and occupant fee.

Purchaser/Occupant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Purchaser/Occupant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Sponsor or with Sponsor's written consent. Purchaser/Occupant must not use more electric than the wiring or feeders to the Building can safely carry.

Sponsor may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

7. **Alterations.** Purchaser/Occupant must obtain Sponsor's prior written consent to install any paneling, flooring, "built in" decoration, partitions, railings or make alterations or to paint or wallpaper the Apartment. Purchaser/Occupant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Sponsor when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Sponsor has the right to demand that Purchaser/Occupant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least fifteen (15) days before the end of the Term. Purchaser/Occupant shall comply with the demand at Purchaser/Occupant's own cost. Sponsor is not required to do or pay for any work unless stated in this Interim Use and Occupancy Agreement.

If a Mechanic's Lien is filed on the Apartment or Building for Purchaser/Occupant's failure to pay for alterations or installations in the Apartment, Purchaser/Occupant must immediately pay or bond the amount stated in the Lien. Sponsor may pay or bond the Lien if Purchaser/Occupant fails to do so within twenty (20) days after Purchaser/Occupant is given notice of the Lien. Sponsor's reasonable costs shall be an added use and occupancy fee.

8. **Repairs.** Purchaser/Occupant must take good care of the Apartment and all equipment and fixtures in it. Sponsor will repair the plumbing, heating and electrical systems. Purchaser/ Occupant must, at Purchaser/Occupant's cost, make all repairs and replacements whenever the need results from Purchaser/Occupant's act or neglect. If Purchaser/Occupant fails to make a needed repair or replacement, Sponsor may do it. Sponsor's reasonable expense will be an added use and occupancy fee.

9. **Fire, accident, defects, damage.** Purchaser/Occupant must give Sponsor prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Purchaser/Occupant is not required to pay the use and occupancy fee for the time the apartment is unusable. If part of the apartment cannot be used, Purchaser/Occupant must pay use and occupancy fee for the usable part. Sponsor shall have the right to decide which part of the Apartment is usable. Sponsor need only repair the damaged part of the Apartment. Sponsor is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Sponsor. Sponsor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Sponsor's control.

If the apartment cannot be used, Sponsor has thirty (30) days to decide whether to repair it. Sponsor's decision to repair must be given to Purchaser/Occupant within 30 days of the fire or casualty. Sponsor shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Sponsor's control. If Sponsor fails to give Purchaser/Occupant notice of its decision within thirty (30) days, Purchaser/Occupant may cancel this Interim Use and Occupancy Agreement as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Sponsor begins to repair or before Sponsor notifies Purchaser/Occupant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Purchaser/Occupant or guest of Purchaser/Occupant all repairs will be made at Purchaser/Occupant's expense and Purchaser/ Occupant must pay the full use and occupancy fee with no adjustment. The cost of the repairs will be an added use and occupancy fee.

Sponsor has the right to demolish or rebuild the Building if there is substantial damage, by fire or other casualty. Even if the Apartment is not damaged, Sponsor may cancel this Use and Occupancy Agreement within thirty (30) days after the substantial fire or casualty by giving Purchaser/Occupant notice of Sponsor's intention to demolish or rebuild. This Interim Use and Occupancy Agreement will end thirty (30) days after Sponsor's cancellation notice to Purchaser/Occupant. Purchaser/Occupant must deliver the Apartment to Sponsor on or before the cancellation date in the notice and pay all use and occupancy fee due to the date of the fire or casualty. If this Interim Use and Occupancy Agreement is cancelled Sponsor is not required to repair the Apartment or Building. The cancellation does not release Purchaser/Occupant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor within a one hundred twenty (120) day period notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

10. **Liability.** Sponsor is not liable for loss, expense, or damage to any person or property, unless due to Sponsor's negligence. Sponsor is not liable to Purchaser/Occupant for permitting or refusing entry of anyone into the Building.

Purchaser/Occupant must pay for damages suffered and reasonable expenses of Sponsor relating to any claim arising from any act or neglect of Purchaser/Occupant. If an action is brought against Sponsor arising from Purchaser/Occupant's act or neglect Purchaser/Occupant shall defend Sponsor at Purchaser/Occupant's expense with an attorney of Sponsor's choice.

Purchaser/Occupant is responsible for all acts of Purchaser/Occupant's family, employees, guests or invitees.

11. **Entry by Sponsor.** Sponsor may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Sponsor decides is necessary. At reasonable hours Sponsor may show the Apartment to possible buyers, lenders, or lessee of the entire Building or land. At reasonable hours Sponsor may show the Apartment to possible or new purchaser/occupants during the last four (4) months of the Term, if applicable. Entry by Sponsor must be on reasonable notice except in emergency.

12. **Assignment and Sublease.** Purchaser/Occupant may not assign this Interim Use and Occupancy Agreement or sublet all or part of the Apartment or permit any other person to use the Apartment, unless consented to in writing by Sponsor.

13. **Subordination.** This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights, are subject and subordinate to all present and future (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Purchaser/Occupant must promptly execute any certificate(s) that Sponsor requests to show that this Interim Use and Occupancy Agreement is so subject and subordinate. Purchaser/Occupant authorizes Sponsor to sign these certificate(s) for Purchaser/Occupant. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Offering Plan and the Condominium Declaration for **368 Third Avenue Condominium**, as may be amended from time to time.

14. **Condemnation.** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Purchaser/Occupant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Sponsor may cancel this Interim Use and Occupancy Agreement on notice to Purchaser/Occupant. The notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If this Interim Use and Occupancy Agreement is cancelled, Purchaser/Occupant must deliver the Apartment to Sponsor on the cancellation date together with the total use and occupancy fee due to that date. The entire award for any taking belongs to Sponsor. Purchaser/Occupant gives Sponsor any interest Purchaser/Occupant may have to any part of the award. Purchaser/Occupant shall make no claim for the value of the remaining part of the Term.

15. **Purchaser/Occupant Duty to Obey Laws and Regulations.** Purchaser/Occupant must, at Purchaser/Occupant's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Sponsor's insurers, Board of Fire Underwriters, or similar groups. Notices received by Purchaser/ Occupant from any authority or group must be promptly delivered to Sponsor. Purchaser/Occupant may not do anything which may increase Sponsor's insurance premiums. If Purchaser/Occupant does, Purchaser/Occupant must pay the increase in premium as an added use and occupancy fee.

16. **Purchaser/Occupant's Default.** A. Sponsor must give Purchaser/ Occupant written notice of default stating the type of default. The following are defaults and must be cured by Purchaser/Occupant within the time stated:

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

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

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

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

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

A. If Purchaser/Occupant fails to cure the default in the time stated, Sponsor may cancel this Interim Use and Occupancy Agreement by giving Purchaser/Occupant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than ten (10) days after the date of the notice. On the cancellation date in the notice the Term of this Interim Use and Occupancy Agreement shall end. Purchaser/Occupant must leave the Apartment and give Sponsor the keys on or before the cancellation date. Purchaser/Occupant continues to be responsible as stated in this Interim Use and Occupancy Agreement. If the default cannot be cured in the time stated, Purchaser/Occupant must begin to cure within that time and continue diligently until cured.

B. If Purchaser/Occupant's application for the Apartment contains any material misstatement of fact, Sponsor may cancel this Interim Use and Occupancy Agreement. Cancellation shall be by cancellation notice as stated in Paragraph 16A hereof.

C. If (1) this Interim Use and Occupancy Agreement is cancelled; or (2) use and occupancy fee or an added use and occupancy fee is not paid on time; or (3) Purchaser/Occupant vacates the Apartment, Sponsor may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Purchaser/Occupant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Interim Use and Occupancy Agreement is cancelled, or Sponsor takes back the Apartment, the following shall occur:

(1) The Use and Occupancy Fee and an added use and occupancy fee for the unexpired Term become immediately due and payable.

(2) Sponsor may relet the Apartment and anything in it. The reletting may be for any Term. Sponsor may charge any rent or no rent and give allowances to the new

tenant. Sponsor may, at Purchaser/Occupant's expense, do any work Sponsor reasonably feels needed to put the Apartment in good repair and prepare it for renting. Purchaser/Occupant shall be liable for any cost and expense of Sponsor for any necessary repair.

(3) Any use and occupancy fee received by Sponsor for the re-renting shall be used first to pay Sponsor's expenses and second to pay any amounts Purchaser/Occupant owes under this Interim Use and Occupancy Agreement. Sponsor's expenses include the costs of obtaining possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers' fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Sponsor may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Sponsor's rights. Purchaser/Occupant is not entitled to any excess of use and occupancy fees collected over the use and occupancy fee paid by Purchaser/Occupant to Sponsor under this Interim Use and Occupancy Agreement.

(5) If Sponsor relets the apartment combined with other space an adjustment will be made based on square footage. Money received by Sponsor from the next purchaser/occupant other than the monthly use and occupancy fee, shall not be considered as part of the use and occupancy fee paid to Sponsor. Sponsor shall be entitled to all of the use and occupancy fee.

If Sponsor relets the Apartment the fact that all or part of the next purchaser/occupant's use and occupancy fee is not collected does not affect Purchaser/Occupant's liability. Sponsor has no duty to collect the next purchaser/occupant's use and occupancy fee. Purchaser/Occupant must continue to pay use and occupancy fee, damages, losses and expenses without offset.

E. If Sponsor takes possession of the Apartment by Court order, or under this Interim Use and Occupancy Agreement, Purchaser/Occupant has no right to return to the Apartment.

17. **Jury Trial and Counterclaims.** Sponsor and Purchaser/Occupant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Interim Use and Occupancy Agreement or the Apartment. This does not include actions for personal injury or property damage and warranty of habitability actions. Purchaser/Occupant gives up any right to bring a counterclaim or set-off in any action by Sponsor against Purchaser/Occupant on any matter directly or indirectly related to this Interim Use and Occupancy Agreement.

18. **No Waiver, illegality.** Sponsor's acceptance of use and occupancy fee or failure to enforce any term in this Interim Use and Occupancy Agreement is not a waiver of any of Sponsor's rights. If a term in this Interim Use and Occupancy Agreement is illegal, the rest of this Use and Occupancy Agreement remains in full force.

19. **Insolvency.** If (1) Purchaser/Occupant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Purchaser/Occupant or Purchaser/Occupant's property is appointed, Sponsor may give Purchaser/Occupant thirty (30) days' notice of cancellation of the Term of this Interim Use and Occupancy Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. Purchaser/Occupant must continue to pay the use and occupancy fee, damages, losses and expenses without offset. If Purchaser/Occupant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Purchaser/Occupant, Sponsor may not terminate this Interim Use and Occupancy Agreement.

20. **Rules.** Purchaser/Occupant must comply with all Rules and Regulations (the "Rules") at the end of the By-Laws in the Condominium Offering Plan for **368 Third Avenue Condominium**. Notices of new or revised Rules, if applicable, will be given to Purchaser/Occupant. Sponsor need not enforce Rules against other purchasers/occupants. Sponsor is not liable to Purchaser/Occupant if another purchaser/occupant violates the Rules. Purchaser/Occupant receives no special rights under the Rules. Further, Purchaser/Occupant hereby acknowledges and agrees to the Condominium's smoking policy, which is stated in the Rules as follows: "No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units."

21. **Representations, Changes in This Interim Use and Occupancy Agreement.** Purchaser/Occupant has read this Interim Use and Occupancy Agreement. All promises made by the Sponsor are in this Interim Use and Occupancy Agreement. There are no other Sponsor representations. This Interim Use and Occupancy Agreement may be changed only by an agreement in writing signed by and delivered to each party.

22. **Sponsor Unable to Perform.** If due to labor trouble, government order, lack of supply, Purchaser/Occupant's act or neglect, or any other cause not fully within Sponsor's reasonable control, Sponsor is delayed or unable to (a) carry out any of Sponsor's promises or agreement, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Interim Use and Occupancy Agreement shall not be ended or Purchaser/Occupant's obligations affected. Purchaser/Occupant may enforce its rights under the warranty of habitability.

23. **End of Term.** At the end of the Term, Purchaser/Occupant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Purchaser/Occupant's property and all Purchaser/Occupant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its

condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

24. **Punchlist.** Purchaser/Occupant has inspected the Apartment and Building and submitted a Punchlist Inspection Statement to Sponsor, a copy of which is attached hereto. Purchaser/Occupant states that the Apartment is in good order and repair and takes the Apartment as is except for items listed on the Punchlist Inspection Statement attached hereto which are Sponsor's obligation to cure pursuant to the terms of the Offering Plan. Since Purchaser/Occupant will be occupying the subject condominium apartment prior to the closing under his Purchase Option Agreement, as amended, , Purchaser/Occupant agrees to assume all risk and responsibility for the condition of the Apartment from and after the date hereon, and agrees to accept the condominium apartment at closing under the Purchase Option Agreement, as amended, in its then existing condition, without any obligation of the Sponsor to make any repairs, improvements or alterations except as may be required above.

25. **Sponsor's Warranty of Habitability.** Sponsor states that the Apartment is fit for human living and there is no condition dangerous to health, life or safety. This warranty applies to all sections of this Interim Use and Occupancy Agreement. Purchaser/Occupancy may not waive any of Purchaser/Occupant's rights under this warranty.

26. **Sponsor's Consent.** If Purchaser/Occupant requires Sponsor's consent to any act and such consent is not given, Purchaser/Occupant's only right is to ask the Court to force Sponsor to give consent. Purchaser/Occupant agrees not to make any claim against Sponsor for money or subtract any sum from the use and occupancy fee because such consent was not given.

27. **Use and Occupancy Agreement Binding On.** This Interim Use and Occupancy Agreement is binding on Sponsor and Purchaser/Occupant and their heirs, distributees, executors, administrators, successors and lawful assign.

28. **Sponsor.** Sponsor means the owner, or the lessee of the Building, or the holder of unsold Units or shares, or a lender in possession. Sponsor's obligations end when Sponsor's interest in the Unit or Building, as the case may be, is transferred. Any acts Sponsor may do may be performed by Sponsor's agents or employees.

29. **Paragraph headings.** The paragraph headings are for convenience only.

30. Notwithstanding anything above to the contrary, it is hereby acknowledged and agreed that simultaneously with the execution of this Interim Use and Occupancy Agreement, the Purchaser/Occupant shall execute the Rider to Purchase Agreement, as amended amending the Purchase Agreement, as amended (collectively the "Purchase Agreement, as amended,"), with the Sponsor for the purchase of Unit ___ at **368 Third Avenue Condominium**. It is herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under said Purchase Agreement, as amended, which default shall not be cured by the default cure period set forth in the Purchase Agreement, as amended, then Sponsor (at Sponsor's sole option) shall have the right to cancel this Interim Use and Occupancy Agreement so long as such default shall be continuing, it being intended that a

default under the Purchase Agreement, as amended, shall constitute a default under this Interim Use and Occupancy Agreement. In the event Sponsor exercises its right of cancellation, then this Interim Use and Occupancy Agreement shall cease and come to an end upon Sponsor's sending Purchaser/Occupants five (5) days prior written notice of its intention to cancel this Interim Use and Occupancy Agreement, except Purchaser/Occupants shall remain liable for any amounts unpaid up to the date such cancellation becomes effective (it being intended that the provisions of this sentence shall survive such cancellation). It is also herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under this Interim Use and Occupancy Agreement, then the Sponsor, shall have the right to cancel such Purchase Agreement, as amended, it being a default under the Purchase Agreement, as amended (the provision of this sentence shall be deemed to supplement said Purchase Agreement, as amended, and shall inure to the benefit of said Sponsor). If Sponsor elects to cancel, Purchaser/Occupant shall have five (5) days after the sending of the cancellation notice to Purchaser within which to cure the specified default. Time is of the essence to cure such default within said five (5) day period. If such default is not so cured the Purchase Agreement, as amended, shall be deemed terminated and Sponsor shall have the right to retain, as and for liquidated damages all Down Payments previously made by Purchaser/Occupants (Purchasers) and released to Sponsor under said Purchase Agreement, as amended. Before the Sponsor may utilize the default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

31. Notwithstanding anything above to the contrary, Purchaser/Occupant hereunder agrees and understand if Purchaser/Occupant fails to pay the balance of the purchase price for Unit ___ pursuant to the Purchase Agreement, as amended, or fails to close title to Unit ___ pursuant to such Purchase Agreement, as amended, the Purchase Agreement, as amended, shall be deemed null and void and of no further force and effect and the Sponsor/Owner and Purchaser/Occupant shall have no further obligations to each other, except that Purchaser/Occupant shall remain liable for any amounts unpaid up to the date such cancellation becomes effective.

32. Notwithstanding anything above to the contrary, Purchaser/Occupant shall be the purchaser of the Apartment pursuant to the Purchase Agreement, as amended, and hereby assumes the risk of loss to Apartment not covered by Sponsor's or Condominium's Insurance Policies resulting from fire or other casualty unless the cause of such loss originated outside the Apartment and did not result from the acts of Purchaser/Occupant or other occupants of the Apartment or Purchaser/Occupants' guests, invitees or workmen.

33. Notwithstanding anything above to the contrary, this Interim Use and Occupancy Agreement shall commence on _____, 20__ (the "Commencement Date") and terminate on the earlier of (i) twelve (12) months (_____ __, 20__) from the date of commencement; or (ii) on the date of and immediately prior to the closing of title to Unit ___ located at **368 Third Avenue Condominium**; or, (iii) at the option of Sponsor, upon a default pursuant to this Interim Use and Occupancy Agreement or the Purchase Agreement, as amended.

34. Purchaser/Occupant covenants and agrees to provide on or before the Commencement

Date and to keep in force during the term hereof the following insurance coverage which coverage shall be effective on the Commencement Date:

(a) A comprehensive policy of liability insurance naming Sponsor as an additional insured protecting Sponsor and Purchaser/Occupant against any liability whatsoever occasioned by accident in or about the Apartment or any appurtenances thereto. Such policy shall have limits of liability of not less than One Million ($1,000,000.00) Dollars combined single limit coverage on a per occurrence basis, including property damage;

(b) Fire and Extended coverage in an amount adequate to cover the cost of replacement of all personal property, fixtures, furnishings and equipment located in the Apartment.

All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A+ VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Purchaser and any additional insured are given at least thirty (30) days prior written notice of such cancellation or modification.

Prior to the time such insurance is first required to be carried by Purchaser/Occupant and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Purchaser/Occupant shall deliver to Sponsor either duplicate originals of the aforesaid policies or certificates evidencing such insurance, together with evidence of payment for the policy. Purchaser/Occupant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Sponsor to exercise any or all of the remedies as provided in this Interim Use and Occupancy Agreement in the event of Purchaser/Occupant's default. In addition, in the event Purchaser/Occupant fails to provide and keep in force the insurance required by this Interim Use and Occupancy Agreement, at the times and for the durations specified in this lease, Sponsor shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance in which event Purchaser/Occupant shall repay Sponsor within five (5) days after demand by Sponsor, as an additional use and occupancy fee, all sums so paid by Sponsor and any costs or expenses incurred by Sponsor in connection therewith without prejudice to any other rights and remedies of Sponsor under this Interim Use and Occupancy Agreement.

(c). If, by reason of a failure of Purchaser/Occupant to comply with the provisions of this Paragraph 34, the rate of fire insurance with extended coverage on the building or equipment or other property of Sponsor shall be higher than it otherwise would be, Purchaser/Occupant shall reimburse Sponsor, on demand, for that part of the premiums for fire insurance and extended coverage paid by Sponsor because of such failure on the part of Purchaser/Occupant.

(d) Each policy evidencing the insurance to be carried by Purchaser/Occupant under this Interim Use and Occupancy Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Sponsor, and that any coverage carried by Owner shall be excess insurance.

35. Notwithstanding anything above to the contrary, Purchaser/Occupant agrees that TIME IS OF THE ESSENCE as to Purchaser concerning its surrender to landlord of the Apartment upon the expiration or other termination of the term of this Interim Use and Occupancy Agreement. If Purchaser/Occupant fails to grant and surrender to Sponsor said Apartment, broom clean, in good order and condition, ordinary wear excepted upon the expiration or other termination of this Interim Use and Occupancy Agreement, Purchaser/Occupant shall pay to Sponsor additional rent of $1,500.00 per day until it so surrenders the Apartment.

36. In the event of any conflict between the terms of this Use and Occupancy Agreement and the terms of the Offering Plan filed, the terms of the Offering Plan shall govern.

*37. IT HAS BEEN FULLY AND CLEARLY EXPLAINED TO PURCHASER/ OCCUPANT AND PURCHASER/OCCUPANT AGREES AND ACKNOWLEDGES, THAT THE APARTMENT IS NOT SUBJECT TO THE EMERGENCY TENANTS PROTECTION ACT, THE RENT CONTROL LAWS OF THE STATE OF NEW YORK, OR ANY OTHER RENT LAWS AND REGULATIONS.

38. If any provision of Paragraphs 30 - 36 hereof conflict or are otherwise inconsistent with any other provision of this Use and Occupancy Agreement, the provisions of Paragraphs 30 - 36 hereof shall prevail.

If any provisions of this Use and Occupancy Agreement conflict with the terms of the offering plan filed, regarding the Apartment, with the New York State Department of Law the terms of the filed offering plan shall prevail.

---

* Delete whichever is inapplicable.

39. **Signature, Effective Date, Counterparts.** Sponsor and Purchaser/Occupant have signed this Interim Use and Occupancy Agreement as of the above date. This Interim Use and Occupancy Agreement may be executed by facsimile signature and/or in any number of counterparts and each of such facsimile signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimile signatures and/or counterparts shall together constitute but one and the same Interim Use and Occupancy Agreement.

SPONSOR/OWNER:

368 Third Owners LLC

By:_____
Name: Yehuda Mor
Title: Authorized Signatory

By:_____
Name: Lior Carucci
Title: Authorized Signatory

PURCHASER/OCCUPANT:

_____ _____
[TBD] [TBD]

PUNCHLIST INSPECTION STATEMENT

Date:_____

368 Third Owners LLC
540 Madison Avenue, Suite 16B
New York, New York 10022

RE: 368 Third Avenue Condominium
Unit #____

Building Address: 368 Third Avenue
New York, NY 10016

Gentlemen:

As a result of my/our final inspection, please be advised that the following items need either completion, adjustment or repair:

ITEM

1. _____
2. _____
3. _____
4. _____
5. _____

I/we understand that certain items, as set forth in the Offering Plan, are not the responsibility of Sponsor. I/we also understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and bifold door knobs,

_____
_____
_____
_____

will be installed just prior to my/our date of moving.

_____Purchaser's signature

_____Purchaser's signature

_____
Seller's Representative

**CERTIFICATION BY SPONSOR AND PRINCIPALS
PURSUANT TO SEC. 20.4(b)
OF THE REGULATIONS ISSUED
PURSUANT TO GENERAL BUSINESS LAW,
ARTICLE 23-A, AS AMENDED**

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

Re: 368 Third Avenue Condominium
Premises: 368 Third Avenue
New York, NY 10016

The undersigned certify as follows:

We are the Sponsor and the principals of 368 Third Owners LLC, a Delaware limited liability company duly authorized to transact business in the State of New York, which is the Sponsor of the condominium Offering Plan for the captioned property.

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

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the Offering Plan does, and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

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

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

(3) not omit any material fact;

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

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

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

(7) not contain any representation or statement which is false, where we:

(a) knew the truth;

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

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

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

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

SPONSOR:

Sworn to before me this 30th
day of October 2019

Notary Public

JANE S. JEONG
Notary Public, State of New York
No. 02JE6353208
Qualified in Queens County
Commission Expires 01/17/2021

368 Third Owners LLC

By: _____
Name: Yehuda Mor
Title: Authorized Signatory

Sworn to before me this 28th
day of October 2019

Notary Public

JANE S. JEONG
Notary Public, State of New York
No. 02JE6353208
Qualified in Queens County
Commission Expires 01/17/2021

_____
Name: Lior Carucci
Title: Authorized Signatory

New York State Department of Law
Attn: Real Estate Finance Bureau
Page 3

Sworn to before me this 30th
day of October, 2019

Notary Public

JANE S. JEONG
Notary Public, State of New York
No. 02JE6353208
Qualified in Queens County
Commission Expires 01/17/2021

Name: Yehuda Mor

Sworn to before me this 28th
day of October, 2019

Notary Public

Name: Lior Carucci

JANE S. JEONG
Notary Public, State of New York
No. 02JE6353208
Qualified in Queens County
Commission Expires 01/17/2021

799

SLCE Architects, LLP

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SEC 20.4(c) OF PART 20 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

1359 Broadway
New York, NY 10018
212 979 8400 telephone
212 979 8387 telefax
www.slcearch.com
info@slcearch.com

Saky Yakas, AIA
James S. Davidson, AIA
Luigi Russo, AIA
Robert Laudenschlager, AIA
Gloria B. Glas, AIA
Mario Yao, AIA
Paul Albano, AIA

New York State Department of Law
28 Liberty Street, 21st floor
New York, NY 10005
Att.: Real Estate Financing Bureau

Re: 368 Third Avenue Condominium
Premises: 368 Third Avenue
New York, NY 10016

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm, SLCE Architects, LLP ("SLCE"), to prepare a report describing the construction of the Property (the "Report"). We examined the building plans and specifications that were prepared by SLCE, dated 11-09-2017, with amendments dated 04-09-2018, 05-20-19, 10-11-19, and prepared the Report dated 10-28-2019, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report. We are registered architects in the State of New York.

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

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This Certification is made for the benefit of all persons to whom this offer is made. We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

By: _____
Name: Mario Yao
Title: Partner

REGISTERED ARCHITECT
MARIO YAO
No. 029129
STATE OF NEW YORK

Seal

Sworn to before me this
28 day of Oct., 2019

_____
Notary Public

ELAINE M. BROWN
Notary Public, State of New York
No. 01BR6109247
Qualified in New York County
Commission Expires April 29, 2020

FirstService
RESIDENTIAL

**CERTIFICATION BY EXPERT
ON ADEQUACY OF SCHEDULE B AND B-1
PURSUANT TO SECTION 20.4(d)
OF THE REGULATIONS ISSUED PURSUANT
TO GENERAL BUSINESS LAW ARTICLE 23A, AS AMENDED**

October 18, 2019

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

**Re: 368 Third Avenue Condominium
368 Third Avenue
New York, NY 10016**

The undersigned certifies as follows:

The sponsor of the condominium Offering Plan (the "Offering Plan") for the captioned property retained our firm, FirstService Residential New York, Inc. ("FSR"), to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation.

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in the City of New York for over 25 years. FSR is a licensed real estate brokerage and management firm actively involved in the management of over 250 cooperative, condominium, and rental properties. We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

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

We certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule:

(a) sets forth in detail the projected income and expenses for the first year of condominium operation;

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

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Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

(c) does not omit any material fact;

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

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

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

(g) does not contain any representation or statement which is false, where We:

(a) knew the truth;

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

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

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

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

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

FirstService Residential New York, Inc.

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

Sworn to before me this
19 day of October, 2019

Natalie Rosario
Notary Public

NOTARY PUBLIC
NATALIE ROSARIO
No. 01RO6304949
Exp. 06/02/2022
NEW YORK COUNTY
STATE OF NEW YORK

FirstService
RESIDENTIAL

**CERTIFCATION BY EXPERT
ON ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER
PURSUANT TO SECTION 20.4(e) OF
THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW ARTICLE 23A, AS AMENDED**

October 18, 2019

New York State Department of Law
28 Liberty Street, 21st floor
New York, NY 10005

**Re: 368 Third Avenue Condominium
368 Third Avenue
New York, NY 10016**

The undersigned certifies as follows:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, FirstService Residential New York, Inc. ("FSR"), to review Schedule B, which includes projections of common charges payable by the owner of the commercial unit, hereinafter the "Commercial Unit."

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in the City of New York for over 25 years. FSR is a licensed real estate brokerage and management firm actively involved in the management of over 250 cooperative, condominium, and rental properties. We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

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

We have reviewed the Schedule as they impact upon the Commercial Unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and commercial buildings, including residential buildings which contain commercial and professional space.

We certify that the projections in Schedule B for common charges payable by the owner of the Commercial Unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to the Commercial Unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the Commercial Unit also reflect special or exclusive use or availability or exclusive control of particular common areas as set forth in the Offering Plan.

We certify that the estimates in Schedule B for the common charges payable by the owner of the Commercial Unit:

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

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

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

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

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

FirstService Residential New York, Inc.

By: _____

Name: Marc Kotler
Title: Senior Vice President
New Development Group

Sworn to before me this
18th day of October, 2019

Natalie Rosario
Notary Public

NOTARY PUBLIC
NATALIE ROSARIO
No. 01RO6304949
Exp. 06/02/2021
NEW YORK COUNTY
STATE OF NEW YORK

FirstService
RESIDENTIAL