
**THIS IS A NON-EVICTION PLAN. NO NON-PURCHASING TENANT WILL BE EVICTED BY REASON OF
CONVERSION TO CONDOMINIUM OWNERSHIP**

CONDOMINIUM OFFERING PLAN

393 WEST END AVENUE CONDOMINIUM

**393 WEST END AVENUE
NEW YORK, NEW YORK 10024**

	<u>Price to Tenants⁽¹⁾</u>	<u>Price to Non-Tenants</u>
87 Units		
(including 1 Resident Manager's Unit)	\$257,882,700	\$257,882,700
15 Storage Lockers	\$143,000	\$143,000
Total Offering Amount	\$258,025,700	\$258,025,700
 Working Capital Fund ⁽²⁾	 \$242,053.00	
Reserve Fund ⁽³⁾	\$7,736,481	

The Condominium shall additionally include one (1) Unit that is not being offered for sale.

- (1) See Section entitled "Rights of Existing Tenants" for a discussion of the rights of tenants to buy the Units they occupy during the first 90 days of this offering and Schedule A.
 - (2) This amount represents an estimate of the initial Working Capital Fund to be established by Purchaser's non-refundable contribution of 2 months' Common Charges at each initial Closing of Units.
 - (3) This is an estimate of the amount of the Reserve Fund required by Law under the first alternative of the reserve fund law as of the date of filing of the Plan. The actual amount cannot be determined until the offering plan is declared effective. See Section entitled "Reserve Fund" for further detail.
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SPONSOR:	SALES CENTER:	SELLING AGENT:
CS 393 LLC	393 West End Avenue	Halstead Property Development Marketing
757 3rd Avenue, 17th Floor	New York, New York 10024	445 Park Avenue, 12th Floor
New York, New York 10017		New York, NY 10022

Filing Date of this Offering Plan: _____, 20____. This Offering Plan may not be used after _____, 20____, unless this Offering Plan is extended by amendment.

This Offering Plan contains Special Risks to Purchasers. See Page 1.

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

THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING 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 OF LAW OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

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SPECIAL RISKS

Purchase of a Condominium Unit

1. (a) THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

(b) At the time Purchaser executes a Purchase Agreement, Purchasers (including both Tenant-Purchasers and Non-Tenant Purchasers) will be required to deliver a Deposit in an amount equal to 10% of the Purchase Price. All Purchasers (including both Tenant-Purchasers and Non-Tenant Purchasers) will be required to deliver an Additional Deposit in an amount equal to 10% of the Purchase Price before the earlier to occur of (i) 6 months after the date on which the Purchase Agreement is executed, or (ii) 15 days after the Presentation Date of the amendment declaring the Plan effective. Notwithstanding the foregoing, any Purchaser (including both Tenant-Purchasers and Non-Tenant Purchasers) executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the full Deposit in an amount equal to 20% of the Purchase Price.

(c) Pursuant to Law, Sponsor may declare the Plan effective by entering into Purchase Agreements for the sale of a minimum of 15% of the Units offered for sale, excluding the Resident Manager's Unit (i.e. 14 Units based on 87 Units). Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Units with fewer than the minimum number of sales if Purchasers counted towards effectiveness do not ultimately close title to Units. Among other requirements, Bona Fide Non-Tenant-Purchasers must represent that they intend that they or one or more specified Family Members will occupy the Unit after the Closing or when the Unit becomes vacant. When executing a Purchase Agreement, all Bona Fide Non-Tenant-Purchasers must also execute a Bona Fide Purchaser Statement of Purchase, the form of which is appended to the Purchase Agreement as Schedule B.

To declare the Plan effective, 15% of Purchasers must be "bona fide," which is defined in 13 NYCRR § 23.3(s)(6) as: (i) a tenant in occupancy on the date the Plan is declared effective or (ii) a Purchaser who represents that they or one or more members of their immediate family intend to occupy the Unit when it becomes vacant. For purposes of effectiveness, the purchase of contiguous Units (i.e. Unit combinations) shall be treated as one Unit. Notwithstanding the foregoing, the purchase of non-contiguous Units by one Purchaser for more than one Bona Fide Tenant or Bona Fide Purchaser (e.g. one Unit for parents and one for adult child) shall be treated as individual Units for effectiveness purposes.

Notwithstanding the fact that not all Purchasers counted for purposes of declaring the plan effective may actually close, if all Purchase Agreements are either rescinded or terminated prior to the date of first unit closing, sponsor must re-declare the Plan effective regardless of whether the condominium declaration has been recorded.

(d) In connection with the Plan being declared effective, the New York State Department of Law ("Department of Law") requires an affirmative representation from each Bona Fide Tenant Purchaser and each Bona Fide Non-Tenant Purchaser as a part of the Department of Law's investigative process. Each Bona Fide Tenant Purchaser and each Bona Fide Non-Tenant Purchaser will be required to execute either an affidavit entitled "Affidavit of Bona Fide Tenant Purchaser For Purposes of Declaring Plan Effective" or "Affidavit of Bona Fide Non-Tenant Purchaser For Purposes of Declaring Plan Effective", as applicable (each a "Purchaser Affidavit"). A copy of each Purchaser Affidavit is annexed to

the Purchase Agreement set forth in Part II of the Plan. The Purchaser Affidavit must be executed and returned by Purchaser together with the executed Purchase Agreement. To the extent the Department of Law or Sponsor requires that the Purchaser Affidavit be re-executed thereafter, Purchaser shall have five (5) days to re-execute and return an original to Sponsor. A Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser may also be required to submit to the Department of Law additional information concerning the intended occupancy of the Unit which is the subject of the Purchase Agreement and otherwise cooperate with the Department of Law's inquiry into the intended occupancy of the Unit. Any Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser who fails to (i) execute and return the Purchaser Affidavit (or re-execution thereof) to Sponsor, as and when required; (ii) deliver any and all additional information the Department of Law may require; and (iii) otherwise cooperate in any inquiry the Department of Law may initiate, will be deemed to have committed an Event of Default (as defined in Paragraph 13 of the Purchase Agreement set forth in Part II of the Plan) under the Purchase Agreement. Bona Fide Tenant Purchasers and Bona Fide Non-Tenant Purchasers are advised that a default of these obligations shall entitle Sponsor to all rights and remedies, including, without limitation, the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit, as set forth below, or, in the alternative, the right to commence an action for specific performance, in which case the Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser may be compelled by a court of law to fulfill all obligations concerning the Purchaser Affidavit.

Purchasers are advised to seek the advice of an attorney before executing a Purchaser Affidavit. The submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both Sponsor and Purchaser to both civil and criminal liability.

The Department of Law reserves the right to request additional information from Sponsor and any and all Purchasers used for purposes of declaring the Plan effective. Failure to provide such information to the Department of Law within the timeframe requested may result in the rejection of Sponsor's effectiveness amendment. Furthermore, the submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both Sponsor and Purchaser to both civil and criminal liability.

(e) In the event a Purchaser commits an Event of Default of any of the obligations on Purchaser's part to perform under the Purchase Agreement, whether monetary or non-monetary, TIME BEING OF THE ESSENCE with regard to the obligations of Purchaser thereunder, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement; or (ii) seek specific performance. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have 30 days from the giving of notice of cancellation to cure the specified Event of Default. If the Event of Default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, Deposits and any interest earned thereon. Upon the cancellation of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance (where the Purchaser is a Non-Tenant-Purchaser), then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with the Purchase Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection). Notwithstanding the foregoing, Sponsor shall not exercise its right to file an action for specific performance against a Tenant-Purchaser who purchases the Unit that the Tenant-Purchaser occupied on the Filing Date of the Plan. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

(f) TIME IS OF THE ESSENCE as to all of Purchaser's obligations under the Purchase Agreement, including, without limitation, for the payment of all Deposits and the Balance of the Purchase Price. According to Black's Law Dictionary (Revised Fifth Edition), "time is of the essence of contract" means generally that punctual performance by one party at one precise time named or within a period specified in the contract is essential to enable the party to require performance by the other party.

(g) Under current law, if a Purchaser makes a Deposit in excess of \$250,000 for the purchase of a Unit, the amount in excess of \$250,000 will not be federally insured. If a Purchaser maintains accounts at the Escrow Bank, the funds in such accounts, together with the Deposit, may be aggregated by the Escrow Bank for purposes of determining the \$250,000 federally insured limit. Additionally, until such time as Purchaser delivers either an executed W-9 Form or W-8 Form to Sponsor, the Deposit shall remain in the non-interest bearing portion of the Escrow Account. Until the Deposit is transferred into an interest bearing sub-account, the Deposit may not be federally insured even if the Deposit does not exceed \$250,000. No representation is made with respect to any further changes in Law concerning such accounts. Purchasers should consult with their accountants or financial advisors for further information. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

(h) If a Purchaser fails for any reason to close title to the Unit on the originally Scheduled Closing Date other than due to Sponsor's failure or inability to close: (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date regardless of when the actual Closing occurs ("Actual Closing Date"), and (b) Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the Purchase Price of the Unit for each day commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased carrying costs by virtue of the delay, in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan. (See the Section of the Plan entitled "Procedure to Purchase" for details.)

(i) The Units and their appurtenant Common Elements are being sold "as is" to Tenant-Purchasers in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and further subject to Sponsor's obligations to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in the Plan; and to all Purchasers of vacant Units "as is" in the condition in which they exist on the Closing Date of such Unit. As Units become vacant, Sponsor may sell such Unit "as is" or may renovate such Unit. In the event that Sponsor discovers that the layout or dimensions of any Unit that becomes vacant varies materially from the corresponding Floor Plan in Part II of the Plan, Sponsor will amend the Plan to correct such Floor Plan. Purchasers should note that any Floor Plan or sketch shown to a prospective Purchaser (including those set forth in the Plan) is only an approximation of the dimensions (within reasonable tolerances) and layout of each Unit. While the Floor Plans are meant to reflect existing conditions, the actual layout of an occupied Unit may have been altered by the tenant; accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. All Units sold by Sponsor will comply with New York City Building Code as of the date of Closing. The signing of the Purchase Agreement signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including, but not limited to, the Unit, the Storage Lockers, the Building and all Common Elements contained in the Building. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Storage Lockers, the Building or the Common Elements, except as may otherwise be set forth in the Plan. Reference is made to the Description of Property and Building Condition in Part II of the Plan for a list of violations listed as "active" on the NYC Building Information System. Sponsor shall exercise good faith efforts to resolve violations prior to the First Closing, and in any event all violations shall be resolved no later than the issuance of the PCO.

(See the Sections of the Plan entitled "Procedure to Purchase" and "Rights and Obligations of Sponsor" for details.)

(j) A Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. Unless it would constitute a prohibited discriminatory inducement, the prohibitions set forth in (i) through (iii) above may be waived by Sponsor upon the Unit Owner's prior written request, which waiver and any conditions thereto may be granted, withheld or delayed, in Sponsor's sole and absolute discretion. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" and the By-Laws for further details.)

Sponsor Control of the Condominium Board

2. (a) Sponsor will have voting control over the Condominium Board until the earlier to occur of: (i) the Closing of Title with Purchasers under the Plan to Units representing at least 51% of the aggregate Common Interest appertaining to all Units, or (ii) 5 years after the First Closing ("Sponsor Control Period"). Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Sponsor Control Period. Notwithstanding the relinquishment of control by Sponsor, the Condominium Board cannot take any action whatsoever which would interfere to any degree with Sponsor's rights under the Plan or Sponsor's ability to meet its obligations under the Plan, including without limitation Sponsor's obligation to procure a PCO for the Building.

(b) After the Sponsor Control Period, Sponsor, as owner of Unsold Units, shall continue to have the right to vote all of the Common Interests attributable to Units owned by Sponsor, and shall designate no more than 2 Members, for so long as the Common Interests attributable to the Unsold Units equal, in the aggregate, less than 50% but more than 15% of the Common Interests attributable to all Units, and thereafter, 1 Member for so long as Sponsor owns at least 1 Unsold Unit.

(c) During the Sponsor Control Period, Sponsor will designate a majority of the Members and shall have voting control of the Condominium Board. Therefore, Sponsor will have control of the maintenance and operation of, and the services to be provided by, the Condominium, and will determine the Common Charges to be paid by all Unit Owners. Sponsor may continue to exercise veto power over certain actions of or contemplated by the Condominium Board after the Sponsor Control Period. For so long as Sponsor shall continue to own Unsold Units representing at least 25% in aggregate Common Interest of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges or Special Assessment for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not exercise such veto power so as to diminish or eliminate services, facilities or any line items set forth in the First Year's Budget; and (y) Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Condominium Board to (i) comply with Law or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer or (iv) to ensure the health and safety of the occupants of the Building. If there are non-Sponsor members of the Condominium Board and there is a vote on such board to pursue litigation against Sponsor, the Sponsor Members must recuse themselves from such vote.

(d) See the Sections of the Plan entitled “Control By Sponsor” and “Condominium Board” for details.

Conveyance of Title

3. In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title to the Unit subject to the title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (ii) terminate the Purchase Agreement within 15 days after receipt of notice or an amendment disclosing such lien, encumbrance or title defect. If Purchaser fails to notify Sponsor of Purchaser’s election within 15 days after Sponsor notified Purchaser of Sponsor’s failure or refusal to remedy the title defect, it will be conclusively deemed that Purchaser elected to acquire title subject to the title defect. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. (See the Section of the Plan entitled “Terms of Sale” for details.)

Sponsor’s Rights with Respect to Leasing Rather than Selling Unsold Units

4. (a) BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, 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 SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN.

(b) Sponsor reserves the right at any time to rent any vacant Unit prior to Closing to the Purchaser thereof or any other party. Sponsor reserves the unconditional right to rent rather than to sell Units as they become vacant. Sponsor’s right to rent rather than sell Units once they become vacant is unconditional and exercisable in Sponsor’s sole discretion.

(c) Following the expiration of the Initial Exclusive Purchase Period, Sponsor shall have the right to: (i) sell occupied Units to one or more non-occupant Purchasers for investment or resale; (ii) lease occupied Units to others; or (iii) retain vacant Units for future sale or rental. Any such sales are subject to the rights, if any, of Bona Fide Tenants to purchase their Units during a subsequent Exclusive Purchase Period which may be provided in an amendment to the Plan prior to the Effective Date. The Plan may not be declared effective based on Purchase Agreements executed by Purchasers who have not represented that they intend to occupy the Unit when it becomes vacant. (See the Section of the Plan entitled “Effective Date” for details.)

(d) Residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or tenants leasing from other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant number of tenants may not be Unit Owners. Owner-occupants may never gain control and management of the Condominium since the By-Laws do not include a provision that after the expiration of the Sponsor Control Period a majority of the Condominium Board must be owner-occupants or members of an owner-occupant’s household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e. purchasing as a home as opposed to as an investment. (See the Section of the Plan entitled “Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants” for details).

(e) Prospective Purchasers should be aware that potentially they may be living with non-purchasing occupants in many of the Units for an indefinite period, depending upon market conditions. In Sponsor's sole discretion, non-purchasing occupants (other than Non-Purchasing Tenants whose rights are governed by Law) may receive the same Building services and use the Building's amenities as owner-occupants, however, they have no investment in their Units and, therefore, may not share the same economic interests as owner-occupants in the maintenance and care of the Building's facilities and amenities.

(f) Sponsor reserves the right to sell 10% or more of the Unsold Units ("Bulk Sale") to a Person which assumes the rights and obligations of Sponsor with respect to such Units. Sponsor may require that Non-Tenant Purchasers of more than 1 Unit deliver a Deposit in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with each such Purchaser, any and all of which such deposit may be retained as and for liquidated damages in the case of an Event of Default (as defined in Paragraph 13 of the Purchase Agreement set forth in Part II of the Plan). (See the Section of the Plan entitled "Procedure to Purchase" for more details.)

Closing Fees

5. (a) While State Transfer Tax and the RPT Tax are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan, as is typical and customary in the majority of offering plans filed with the Department of Law. Each Purchaser shall be required to pay the following fees and taxes associated with the purchase of their Unit: (i) Sponsor Closing Fees, (ii) New York City Real Property Transfer Tax ("RPT Tax") and New York State Real Estate Transfer Tax ("State Transfer Tax"), and (iii) New York Tax Law "additional tax," commonly referred to as the "mansion tax" ("Mansion Tax").

(b) The New York City Department of Finance has taken the position that where a purchaser of property assumes the obligation for the payment of the RPT Tax, the State Transfer Tax, and other fees that are generally obligations borne by a seller (which in this case includes Sponsor Closing Fees), those amounts will be treated as additional consideration for the transaction subject to tax. Upon adding these amounts to the Purchase Price of the Unit, the resulting sum ("Taxable Consideration") is used as the basis for the calculation of the RPT Tax and the State Transfer Tax payable by Purchaser at the Closing. As the Mansion Tax is a statutory obligation of Purchaser, the payment by Purchaser of the Mansion Tax is not treated as additional consideration for the transaction. However, the New York City Department of Finance has taken the position that the amount of Mansion Tax due at Closing (if any) is calculated based on the Taxable Consideration, as opposed to the Purchase Price, and therefore Purchasers should be aware that in some instances it is possible that the aforementioned "bulking up" of the consideration by virtue of the State Transfer Tax, RPT Tax, and other fees can ultimately cause a Purchase Price of less than \$1,000,000 to exceed \$1,000,000 in Taxable Consideration.

(c) Purchasers are advised that, as part of the budget bill for New York's 2020 fiscal year (effective July 1, 2019), the legislature adopted certain increases to the State Transfer Tax and the Mansion Tax, which apply to transactions of real property in New York City. Purchasers are encouraged to refer to the section of the Plan entitled "Closing Costs and Adjustments" to review current tax rates applicable to the RPT Tax, State Transfer Tax, and Mansion Tax.

(d) See the section of the Plan entitled "Closing Costs and Adjustments" for details.

Closing Adjustments

6. At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Common Charges for the month in which title closes and (c) rent and any other charges

pursuant to a lease or tenancy, if any, covering the Unit. In the event the Units have not been separately assessed and billed to Unit Owners for real estate tax purposes prior to the First Closing, at Closing, each Purchaser will pay a pro rata share with respect to the Property (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes in a lump sum for the next ensuing tax period and thereafter on a monthly basis to the Condominium as Common Charges. The Condominium will be responsible to pay such real estate taxes either to the New York City Department of Finance or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay such Unit Owner's pro rata share as set forth above, the Unit Owner shall be deemed in default of the Condominium By-Laws and Sponsor or the Condominium, as the case may be, will have a lien on such Unit for non-payment of Common Charges. At such time as a Unit is separately assessed and separately billed, for real estate tax purposes, the Unit Owner will pay such taxes directly to the taxing authority. (See Schedule A for an estimate of real estate taxes payable during the First Year of Condominium Operation and the Sections of the Plan entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of the Condominium Board / Summary of By-Laws" for details.) In addition to the foregoing, all legal costs, fees and expenses charged by Purchaser's attorney shall be the sole responsibility of Purchaser, and Purchaser will also be responsible for payment of certain closing fees payable to Starr Associates LLP. (See the Section of the Plan entitled "Closing Costs and Adjustments.")

No Adverse Changes to Condominium Documents

7. No amendment, modification, addition or deletion of the Declaration, By-Laws or Residential Rules and Regulations shall be effective in any way without the prior written consent of Sponsor with respect to any such amendment, modification, addition or deletion which modifies the permitted uses of the Building or any portion thereof, or affecting the rights, privileges, easements, licenses or exemptions retained or granted to Sponsor or which otherwise, in the opinion of Sponsor would have the effect of adversely affecting Sponsor. (See the Sections of the Plan entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of the Condominium Board / Summary of By-Laws" for details.)

Foreign Government Purchaser

8. 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) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. A Foreign Government Purchaser will be required to deposit with the Condominium at Closing an amount equal to 2 years' Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date of the Unit which will be in addition to the required contribution to the Working Capital Fund. Such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws of the Condominium. In the event that such Foreign Government Unit Owner defaults in respect of the terms, provisions and conditions of the By-Laws, the Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Unit Owner is in default. Thereafter, the Foreign Government Unit Owner shall deposit with the Condominium Board the amount so applied or retained so

that such Condominium Board has the full amount of said security on hand at all times. (See the Section of the Plan entitled “Procedure to Purchase” for details.)

Storage Locker Licenses

9. (a) Sponsor is offering Purchasers of Units the opportunity to purchase certain Storage Locker Licenses for the exclusive use of Purchaser for so long as Purchaser owns a Unit in the Building pursuant to the terms of a license (“Storage Locker License”), the form of which is set forth in Part II of the Plan. Although the Storage Locker Area(s) are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses located therein. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Lockers. Purchasers should note that the Closing of a Storage Locker License does not require the issuance of a TCO or PCO. Purchasers will be required to consummate the purchase of the Unit and the Storage Locker License simultaneously at Closing even though a TCO has not been issued to or access may not be available to the Storage Locker Area. In such event, the proceeds from the sale of the Storage Locker License will be held in escrow (“Storage Locker Escrow”) by Escrow Agent until such time as a TCO has been issued for the Storage Locker Area. The Storage Locker Escrow will not be held in an interest bearing escrow account, and, therefore, Purchaser will earn no interest on the Storage Locker Escrow. (See the Section of the Plan entitled “Terms of Sale” for details.)

(b) Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of a Storage Locker License, Sponsor reserves the right to withdraw the offering of any particular Storage Locker category and/or to reduce the number of Storage Locker Licenses offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of a Storage Locker License, Sponsor may withdraw or reduce the offering of any Storage Locker Licenses but only to the extent that such withdrawal or reduction does not affect any Storage Locker Licenses already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Storage Locker Licenses, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Storage Locker Area(s) for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Storage Locker Licenses and (ii) who have entered into Purchase Agreements for Storage Locker Licenses unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including without limitation the obligation to purchase the Unit.

(c) There will not be an emergency generator in the Building. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any loss or damage in the Storage Locker Area or any other portion of the Building as a result of any power outages, temperature fluctuations, or other causes relating to the absence of an emergency generator.

(d) A Storage Locker License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Storage Locker License is assigned to and assumed by another Unit Owner in accordance with the terms of the Storage Locker License and the Condominium Documents. A Licensee may also voluntarily surrender a Storage Locker License to the Condominium Board. The Condominium Board may elect to terminate a Storage Locker License in the event that the Licensee defaults in its obligations under the Storage Locker License beyond any applicable cure periods or as otherwise provided for in the Storage Locker License. Upon the surrender or termination (for any reason whatsoever) of a Storage Locker License, the Condominium Board shall have the right in its sole discretion to issue a new Storage Locker License for the Storage Locker to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

(e) All costs and expenses associated with the operation and maintenance of the Storage Locker Areas shall be charged to the Licensees (including without limitation Sponsor in its role as the Licensee of Unsold Storage Lockers) as a Special Assessment. Although no license fees are being imposed with respect to Storage Locker Licenses at this time, the Condominium Board has the right to impose license fees in the future.

(f) See the Section of the Plan entitled “Rights and Obligations of Unit Owners,” subsection “Use of Units and Common Elements and Storage Lockers” for details.

Resident Manager’s Unit

10. (a) At, or subsequent to the First Closing, Sponsor shall sell Unit 1C to the Condominium to be used by the Resident Manager and designated as the Resident Manager’s Unit. The Purchase Price of the Resident Manager’s Unit is \$2,057,500. At the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser’s share of the cost of the Resident Manager’s Unit, plus all closing costs incurred in connection with the purchase of the Resident Manager’s Unit, including, without limitation, recording fees, title insurance, legal fees, transfer taxes and other transaction fees (estimated to be approximately \$80,000) determined in accordance with the Common Interest of the Unit acquired, in proportion to the Common Interest of all Units (other than the Resident Manager’s Unit). The amount of each Purchaser’s share of this closing cost is set forth in the Section of the Plan entitled “Schedule A – Purchase Prices and Related 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 Resident Manager’s Unit be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser. (See the Footnotes to Schedule A and the Section of the Plan entitled “Closing Costs and Adjustments” for details.)

(b) Sponsor reserves the right, in its sole discretion, to choose a different Unit other than Unit 1C to sell to the Condominium as the Resident Manager’s Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser’s share of the cost of the Resident Manager’s Unit by 25% or more.

(c) Sponsor does not make any representation or guarantee that there will be a Resident Manager residing in the Building at the time of any Closing, except that Sponsor will comply with Law, including the Administrative Code of the City of New York, § 27-2052 et seq.

(d) See the Section of the Plan entitled “Schedule B - Budget for First Year of Condominium Operation” for details regarding the costs of housing the Resident Manager.

No Bond or Other Security Posted

11. To the best of Sponsor’s knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan including its obligations with respect to Unsold Units. No bond or other security has been posted by Sponsor to secure Sponsor’s obligation. The ability of Sponsor to perform Sponsor’s obligations under the Plan will partly depend upon its financial condition at the time Sponsor is called upon to perform. (See the Section of the Plan entitled “Rights and Obligations of Sponsor” for details.)

Services and Facilities

12. (a) Purchasers are advised that some of the services and facilities described in the Plan (such as a full staff of Building personnel and usage of certain amenity areas) may not be available until approximately 12 months after the First Closing. Purchasers should also be aware that the hours and

dates for move-ins, move-outs and/or alterations, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is performing work in the Building. Additionally, until certain occupancy levels in the Condominium are achieved, the hours and duties of the residential lobby attendants may be reduced.

(b) Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common Charges if any services and/or facilities are not available for use on or after Purchaser's Closing. The Condominium Board shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such services and/or facilities are not available.

(c) See the Section of the Plan entitled "Description of Property and Building Conditions" subsection "Services and Facilities" for details.

Leasing of Units Prior to Closing

13. Sponsor reserves the right, with respect to any vacant Unit, to enter into a pre-Closing Use and Occupancy Agreement with the Purchaser thereof on an interim basis, pursuant to a Use and Occupancy Agreement. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective Use and Occupancy Agreement, have any special rights to purchase such Units. In addition, a Purchaser may be acquiring a Unit which has been previously occupied, but such Unit will be delivered at Closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. Any Use and Occupancy Agreement lease for a Unit entered into with a Purchaser (other than a Tenant-Purchaser with respect to the Unit such Tenant Purchaser occupied on the Filing Date) will provide, however, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the Use and Occupancy Agreement will constitute a default under the Use and Occupancy entitling Sponsor, at its sole option, to terminate the Use and Occupancy Agreement in accordance with Law. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unit which is the subject of the Purchase Agreement will constitute an Event of Default under the Purchase Agreement entitling Sponsor, at its sole option, to terminate such Purchase Agreement and to exercise any remedies therein provided. Upon the execution of the Use and Occupancy Agreement, Sponsor will require Purchaser to execute a Stipulation of Settlement Holdover, by which Purchaser will consent to a final judgment of possession of the Unsold Unit in favor of Sponsor and to the immediate issuance of a warrant of eviction, in the event of a default under the Use and Occupancy Agreement. Individuals who rent vacant Unsold Units from Sponsor are not Tenant-Purchasers under the Plan and shall have no rights to purchase thereunder. Purchasers or any other Persons entering into a Use and Occupancy Agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under a Use and Occupancy Agreement shall be adjusted as of the Closing. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Use and Occupancy Agreement. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details and the form of Use and Occupancy Agreement set forth in Part II of the Plan.)

Potential Building Disturbances

14. (a) The Building contains certain major mechanical equipment, including without limitation on the rooftop (fans, HVAC units, and water tank), in the cellar (boilers), in stairwell areas on floors 2, 4, 6, 8, 10, 12, and 15 (HVAC units), in the Building's yards/courtyard (HVAC units), and areas around the elevators (elevator machinery and equipment), all of which may cause noise and vibration throughout the Building. While Sponsor will endeavor to reduce excessive noise and vibration emanating from the Equipment, it may be impossible to eliminate such noise and vibration entirely. As a result, Units and amenity areas in close proximity may be affected.

(b) During the time that Units are being offered for sale by Sponsor pursuant to the terms of the Plan, there may be an increased number of visitors to the Building. No representation or warranty is made and no assurance is given as to when Sponsor's selling activity will terminate. Sponsor, the Managing Agent, and their respective representatives shall not be responsible or liable for any personal injury or for any loss or damage to the personal property in the Building that may occur as a result, unless arising from gross negligence, bad faith, or willful misconduct on the part of Sponsor, Managing Agent, and/or their respective representatives.

Sponsor's Work

15. (a) While the Units and Common Elements are currently being offered "as is" (subject to the terms and conditions of the Plan), Sponsor reserves the unconditional right to file one or more amendments to the Plan in order to disclose construction work with respect to vacant Unsold Units and Common Elements, including without limitation: (i) with respect to vacant Unsold Units or Unsold Units that become vacant at any point, if any: renovating and combining vacant Units and/or (prior to the recordation of the Declaration) incorporating common areas into such Units, and (ii) with respect to the common areas, amenities, Storage Lockers, and facilities: renovating the residential lobby, corridors, elevators, and other portions of the Building, including without limitation installing light fixtures, painting, refinishing, hanging wall coverings, installing wiring, performing capital replacements and repairs, laying carpeting, installing intercom systems between the lobby and certain Units, adding on additional levels to the building (to create additional penthouse units), and incorporating areas of the roof (formerly serving as amenity spaces) into one or more vacant Units (collectively, as applicable, "Sponsor's Work"). Without limiting the generality of the foregoing paragraph, the following potential construction projects are included within the scope of "Sponsor's Work:" (a) the area of the rooftop that has been previously used as a common terrace is contemplated to be converted into private Terraces appurtenant to Units and/or inaccessible rooftop areas, and in which event, in lieu of a rooftop terrace, Sponsor shall construct for the use and enjoyment of Unit Owners and fee-paying tenants a common courtyard located on the ground floor of the Building, which shall include landscaping to promote a visually aesthetic appearance, and/or (b) one or more penthouse units are contemplated to be added (including without limitation by adding another level onto the building and/or reconfiguring the existing penthouse levels), which may require the following additional work to be performed (which are also expressly included within the definition of "Sponsor's Work"): (x) the relocation of one or more air conditioning condensers currently situated on the roof, in which event – to compensate for any temporary interruption to such service – Sponsor shall provide such affected residents with a temporary substitution for air conditioning (for example, by providing a window air conditioner or floor-mounted air conditioner, etc.), and (y) the removal of the staff bathroom and the reduction in size of the laundry room (which may result in the removal of one or more washing machines or dryers) located in the cellar in order to create additional mechanical space or other necessary service space. (With respect thereto, Purchaser should note that all apartments except the rent-regulated apartments currently contain their own washing machine and dryer.)

(b) In the event that Sponsor amends the Plan to disclose an updated Description of Property and Improvements and/or Floor Plans that reflect the inclusion of Sponsor's Work, Purchasers and Tenants are advised that Sponsor's Work may create a noisy or otherwise disruptive condition in the Building. During the performance of Sponsor's Work, Sponsor reserves the right to access any common areas of the Building or the Property (subject to the rights of tenants thereof), temporarily interrupt utility service in connection with such work and temporarily relocate entrances and exits to the Building (provided legally required means of access and egress are provided). Sponsor will comply with Law in connection with Sponsor's Work, including without limitation any and all applicable Rent Laws and filing requirements by the Buildings Department. By signing a Purchase Agreement, Purchasers (including Tenant-Purchasers) consent to (i) any material changes in the common areas as a result of Sponsor's Work (including without limitation the removal of the common roof amenities, as a result of such areas being incorporated into one or

more vacant Units), (ii) any change in the Unit's common interest as a result of Sponsor's reconfigurations of the other Units and Common Elements in the Building, and (iii) waive any right of rescission and/or claim that Purchaser may have against Sponsor, its principals, and its affiliates arising out of or relating to an amendment or revision to the Plan disclosing any Sponsor's Work, to the extent such disclosed Sponsor's Work is in accordance herewith.

(c) As part of Sponsor's Work, Sponsor may perform a Capital Repairs and Improvements Program, as set forth in more detail in the section of the Plan entitled "Rights and Obligations of Sponsor." Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements ("MCI Rent Increase") made by Sponsor and/or the Condominium, or Purchasers of Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is not entitled to seek a MCI Rent Increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such capital improvements.

(d) Sponsor has been informed that, as of the Filing Date of the Plan, a Tenant Protection Plan is not yet required. However, in the event that Sponsor elects to perform Sponsor's Work in accordance with the terms of the Plan, a Tenant Protection Plan (which may be amended from time to time) will be in place and will be adhered to by Sponsor to the extent required by the Buildings Department. If required by the Buildings Department, Sponsor will amend the Plan to disclose such Tenant Protection Plan and it will be posted in the Building during construction.

(e) Purchasers are advised that Sponsor and/or the Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as Sponsor's Work has been completed. (See the Section of the Plan entitled "Introduction" subsection "Services and Facilities" for details.)

(f) Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services shall not be the responsibility of Sponsor. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities may delay the Closing of Title to certain Units or lines of Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed. (See the Section of the Plan entitled "Description of Property and Building Conditions" subsection "Services and Facilities" for details.)

(g) Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the renovation process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

(h) No assurance can be given with regard to the accuracy of any projected completion dates set forth in the Plan. It is anticipated that during the approximately first several years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing renovation of the Building, making adjustments and corrections and performing various tasks relating to the completion of renovation. During this period, various building systems, including but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligation under the Purchase Agreement: (i) as a result of any of the conditions described above; (ii) in the event of non-completion of any item of renovation on any projected date; or (iii) compensation for the presence of scaffolding on any portion of the Building or any interruption of services in the Building. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

(i) As is typical and customary, the Building is subject to normal settling, deflection, expansion and shifting. Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in Building condition, including without limitation, minor gapping in the flooring, uneven ceilings or floors and floor buckling resulting from such conditions. Additionally, Purchasers should note that since ceramic, marble, stone and wood finishings installed throughout the renovated Units (in areas including, but not limited to, flooring, walls, countertops, backsplash and vanity tops) are cut from different slabs manufactured in different batches and are comprised of natural materials, there will be variations in the tone and color of such finishes. (See the Section of the Plan entitled “Rights and Obligations of Sponsor” for further details.)

Temporary and Permanent Certificates of Occupancy

16. (a) The Buildings Department issued a temporary certificate of occupancy (“TCO”) No. 122212612T014 dated June 26, 2020 for the Building.

(b) Purchasers are advised that in New York City it is common that renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy (“PCO”) covering the entire building but with only a 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 Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 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. No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit. Sponsor will undertake the responsibility for extending each TCO prior to its expiration, and ultimately for obtaining a PCO covering the entire Building within 2 years from the First Closing, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given its consent to a Unit Owner to perform alterations, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Sponsor does not make any representation that the Buildings Department will issue the PCO within such 2 year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the Building, and shall exercise best efforts to obtain the PCO within such 2 year period while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with, and refrain from obstructing, Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations prior to the procurement of a PCO, such renovations may cause additional delays in the issuance of a PCO. Nevertheless, Sponsor and its principals are obligated to procure the PCO. However, Sponsor or the Condominium Board may refuse to permit a Unit Owner to perform alterations until such time as a PCO has been obtained.

Purchasers 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 currently available on the DOB website at: <http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>. (See the Section of the Plan entitled “Rights and Obligations of Sponsor” for further details.)

(c) The only construction prerequisite to Closing is the issuance of a TCO for the Unit or a PCO for the Building. As such, each Purchaser shall be required to close title to their particular Unit

provided that a current TCO is in effect with respect to the Unit, provided Sponsor has satisfied the closing conditions set forth in the Section of the Plan entitled “Terms of Sale.”

(d) To the extent that Sponsor exercises its rights under the Plan to amend the Plan to disclose the performance of Sponsor’s Work, Sponsor’s Architect has advised that the TCO may need to be amended or changed as a result of Sponsor’s Work. (See the section of the Plan entitled “Rights and Obligations of Sponsor” for more details regarding Sponsor’s Work.)

(e) Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Unit and the Storage Locker simultaneously at Closing even if a TCO has not been issued for the Storage Locker Area. In such event, Purchasers will not be able to access or use the Storage Locker until such time as a TCO has been issued for the Storage Locker Area. Additionally, the proceeds from the sale of the Storage Locker will be held in the Storage Locker Escrow until such time as a TCO has been issued for the Storage Locker Area. The Storage Locker Escrow will not be held in an interest bearing escrow account, and, therefore, Purchaser will earn no interest on the Storage Locker Escrow.

(f) See the section of the Plan entitled “Rights and Obligations of Sponsor” for details.

Risk of Loss Prior to Closing

17. (a) Purchasers who are presently in occupancy of a Unit or who otherwise take possession of a Unit prior to Closing pursuant to a Purchase Agreement and Use and Occupancy Agreement shall be required to obtain appropriate levels of insurance coverage for damages by fire or other casualty to the Unit as a consequence of assuming the risk of loss not covered by Sponsor’s or the Condominium’s insurance.

(b) If Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to Closing under a Use and Occupancy Agreement or otherwise, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser’s use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its Installations unless the cause thereof originated outside the Unit and did not result from the acts or omissions of Purchaser or other occupants of the Unit or Purchaser’s guests, invitees, agents or workers. However, until Closing, Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease or Use and Occupancy Agreement and the Rent Laws, if applicable; and after Closing, the Condominium Board will be responsible to make those repairs required of it under the Declaration and By-Laws.

(c) Purchasers should refer to the Section of the Plan entitled “Terms of Sale” and the Section entitled “Damage to the Unit” of the Purchase Agreement set forth in Part II of the Plan for details.

Changes to Units by Sponsor

18. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without requiring the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more of such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit, without changing such Unit’s Common Interest percentage, (c) designate a Common Element as part of a newly created Unit or designate all or part of a Unit as a newly created Unit or Common Element, (d) incorporate and enclose Limited Common

Elements within a Unit, (e) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests, and (f) make non-material changes in the size or quality of Common Elements. (See the Section of the Plan entitled “Changes in Prices and Units” for details.)

Unit Power of Attorney

19. Each Purchaser shall be obligated to enter into a power of attorney at the Closing of Title to the Unit. The form of power of attorney, set forth in Part II of the Plan, grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements and to bring tax certiorari proceedings on behalf of all Unit Owners. The power of attorney also grants to Sponsor the right to amend the Declaration and to make certain changes to Unsold Units and the Common Elements. (See the Power of Attorney set forth in Part II of the Plan.)

Security

20. While Unsold Units are being offered for sale or lease by Sponsor, there may be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor nor Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Building’s or the Condominium’s security systems and procedures, including, without limitation, those procedures with regard to visitors and any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor, Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures in the Building will prevent personal injury or damage to or loss of personal property. (See the Section of the Plan entitled “Description of Property and Building Condition” for details.)

Reserve Fund and Working Capital Fund

21. (a) A law enacted by the New York City Council provides a formula for determining the amount of the Reserve Fund. The exact amount of the Reserve Fund cannot be ascertained until the Plan is declared effective. Sponsor reserves the right to take a credit against the Reserve Fund for qualifying work performed in the Building (see the Section of the Plan entitled “Reserve Fund” and the Reserve Fund Law (Local Law 70) in Part II of the Plan for further details).

(b) No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners. The Reserve Fund may only be used for capital expenditures and replacements and may not be used to reduce Common Charges while Sponsor is in control of the Condominium Board. (See the Section of the Plan entitled “Reserve Fund” for further details.)

(c) The contingency provided for in the Schedule B – First Year’s Budget is intended to provide a fund for unanticipated expenses not included in the First Year’s Budget and for possible increases in operating expenses above the amounts projected if the Working Capital Fund is not sufficient to cover such costs. The contingency is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If additional funds are required to meet such costs, it may be necessary for the Condominium Board to increase Common Charges or impose Special Assessments.

(d) Each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing and at each resale closing, shall be in an amount equal to 2 months’ Common Charges assessed against the Unit at Closing.

(e) See the Section of the Plan entitled “Reserve Fund” and “Working Capital Fund and Apportionments” and the Reserve Fund Law (Local Law 70) in Part II of the Plan for further details.

Apportionments with the Condominium

22. At the First Closing, certain apportionments will be made between Sponsor and the Condominium. If the result of the Closing adjustments is a net credit in favor of Sponsor, the payment of any net credit shall be deferred and paid to Sponsor by the Condominium in one installment on the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note to be executed by the Condominium Board and delivered to Sponsor at the First Closing. The promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty. (See the Section of the Plan entitled “Working Capital Fund and Apportionments” for details.)

Asbestos Summary and Lead-Based Paint Report

23. (a) Set forth in Part II of the Plan is an opinion letter (“Asbestos Summary”) prepared by Lawrence Environmental Group, LLC (“Asbestos Consultant”) dated February 4, 2020, which sets forth a current description of the absence, presence, or presumption of asbestos-containing material (“ACM”) in the Building and Apartments based on recent testing and samplings conducted in connection with an Asbestos Operations and Maintenance Program Report dated February 2014 and an Asbestos Survey Report dated March 26, 2014 (collectively, “Asbestos Reports”), as well as information based on most recent ACP-5 reports and ACP-21 reports. The Asbestos Reports are annexed to the Asbestos Summary as exhibits. At this time, Sponsor’s obligations under Law do not require Sponsor to include the performance of any ACM remediation work. However, should Sponsor encounter any ACM in the course of Sponsor’s Work in the future, all such findings of ACM shall be surveyed, removed, encapsulated, or otherwise remediated as required by Law. (See the section entitled “Asbestos Summary” set forth in Part II of the Plan.)

(b) Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and materials pertaining to lead-based paint and/or lead-based hazards in the Building. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. In accordance with the terms of the rider annexed to the Purchase Agreement, Purchasers have the right to inspect their Units for the presence of lead-based paint. While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Building other than those set forth in Part II of the Plan, given the age of the Building, which was initially constructed in 1927, and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor makes no representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense.

Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint.

(See the sections entitled “Lead-Based Paint Operations and Maintenance Program” and “Lead-Based Paint Survey” set forth in Part II of the Plan.)

Façade Work

24. Set forth in Part II of the Plan is a copy of the Local Law 11.98 Report (“Local Law 11 Report”) issued for the Building. The Façade Inspection Safety Program (formerly Local Law 11.98), which has been incorporated into the Administrative Code as section 28.302.1 (“FISP”) shall apply to the Building. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any terrace/balcony railings and guards (including fire escapes) of the Building and submitting a technical report thereof with the Buildings Department every five (5) years. The cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund, in its sole discretion).

Purchase Agreement Not Contingent on Financing

25. (a) Although a Purchaser may obtain financing from any lending institution or other source, Purchaser’s obligation to purchase a Unit pursuant to a Purchase Agreement is not contingent on Purchaser obtaining such financing, so that Purchaser will remain obligated under the Purchase Agreement, whether or not Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any mortgage financing. Prospective Purchasers may want to finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is currently projected to occur on or around June 1, 2021, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date in its sole discretion, from time to time, and prospective Purchasers should be aware that if the Closing Date is adjourned, Purchaser’s financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire. Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing Date beyond the expiration of a loan commitment. (See the Section of the Plan entitled “Procedure to Purchase” for details.)

(b) Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include, among others, requiring that a certain percentage of units 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 difficulties in obtaining a loan in a building or group of buildings where the Sponsor has not sold a substantial percentage of the units in the Building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

(c) Even in a building undergoing conversion, lenders may still impose minimum sales requirements before granting a loan. It may then be difficult for Purchasers to resell Units if prospective buyers are unable to obtain a loan due to such minimum sales and/or owner-occupancy requirements. (See the Section of the Plan entitled “Effective Date” for details.)

Special Rights of Sponsor

26. (a) Sponsor shall have an exclusive easement (i) to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) pipes,

risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Terraces and Storage Lockers appurtenant to Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit. Sponsor shall be entitled to permit any one or more of such easements to be utilized by the Permitted Users. Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roof of the Building. (See the Section of the Plan entitled “Rights and Obligations of Sponsor” for details.)

(b) Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license or transfer will (i) not require the consent of any Purchaser, (ii) be disclosed in a duly filed amendment to the Plan, and (iii) be reflected in an amendment to the Declaration and Tax Lot Drawings, if required. (See the Sections of the Plan entitled “Changes in Prices and Units” for details.)

(c) During the Sponsor Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from the First Closing for a period to be determined by the Condominium Board, provided the basic operating costs of the Condominium (inclusive of any insurance premiums and reserves) are paid by Sponsor. If the Condominium Board elects to waive payment of Common Charges, Sponsor shall disclose such waiver of Common Charges and the expected period of time of such waiver of Common Charges (“Waiver Period”) in the post-closing amendment to the Plan. In the event the Condominium Board elects to extend the Waiver Period, Sponsor will amend the Plan to disclose the extended Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, if the Condominium Board elects to waive Unit Owners’ obligation to pay Common Charges, Unit Owners will remain responsible during such Waiver Period for individual Unit expenses, including without limitation real estate taxes and utility charges (if applicable). (See the Section of the Plan entitled “Rights and Obligations of Unit Owners,” subsection “Common Charges: Determination and Assessment” for details.)

(d) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor’s sole discretion to conform to Law or to expedite the sale of Units, or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree and any substitution of appliances, equipment or materials shall be of Equal or Better Quality. Any such material and adverse modification, addition or change will be reflected in a duly filed amendment to the Plan. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change. (See the Sections of the Plan entitled “Changes in Prices and Units” for details.)

(e) No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or any Residential Rules and Regulations (other than those required by Law) shall be effective against Sponsor unless Sponsor has given its prior written consent. (See the Section of the Plan entitled “Rights and Obligations of the Condominium Board/Summary of By-Laws” for details.)

(f) To the extent that Sponsor exercises its right to combine vacant Units after the Filing Date of the Plan, resulting in fewer Units in the Building, Sponsor reserves the right to modify the Schedule B to reflect any changes necessitated by such reduction, as determined by Sponsor. In such event, Sponsor shall amend the Plan, which amendment shall include an updated Schedule B and Certification of Budget Expert. Purchasers should note that such updated Schedule B will, in all likelihood, result in the reduction of Building staff and Purchasers who have entered into Purchase Agreements prior to the acceptance for filing of such amendment shall not be relieved of any of their obligations under the Purchase Agreement. Notwithstanding any reduction in the number of Units the Building will be staffed appropriately and in compliance with Law.

Lot Line Windows

27. Lot line windows exist in Units 8E, 8D, 9E, 9D, 10B, 10C, 11B, 11C, 12B, 12C, 12D, 14B, 14C, PH3B, PH3C, PH2B and PH2C on the south façade. Purchasers should refer to the “Description of Property and Building Condition set forth in Part II of the Plan for the specific Units containing lot line windows. Lot line windows are windows located on an exterior wall abutting (or less than 30’ 0” away from) a property line, where the adjacent property is owned by others. While such windows provide views, light and air to spaces in the Unit, they cannot be utilized to meet light and ventilation required by the Building Code of the City of New York. Units having lot line windows have other windows which satisfy requirements for the lawful use of such Units for habitation. Lot line windows are considered amenities that potentially can be lost. Should an abutting property owner redevelop such property with one or more buildings of different configurations, it may be necessary to close the affected lot line windows and seal them in a manner and with such materials as are acceptable to the Buildings Department and the Condominium. The cost to close-up any lot line windows, if necessary, shall be borne by the affected Unit Owner (including Sponsor with respect to Unsold Units), which cost is currently estimated to be approximately \$2,500 per window. Sponsor does not make any representation that this cost will not increase in the future. Neither Sponsor, Sponsor’s architect, the Condominium Board or any other Person who took part in this offering will have any liability or obligation if the closing-up of any or all lot line windows is required. (See the “Description of Property and Building Condition” set forth in Part II of the Plan for details.)

Future Construction

28. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows and/or Terrace in the Building. While Sponsor is under no obligation to undertake any inquiry into whether any development project that will be immediately adjacent to or directly across the street from the Condominium are planned or underway by a party other than Sponsor, in the event that Sponsor becomes aware that such other party has engaged in a development project that will be immediately adjacent to or directly across the street from the condominium, and such project has a material impact on the Condominium (e.g. impairment of views or closing of lot line windows), Sponsor shall endeavor to disclose the changes in an amendment to the Plan within a reasonable period of time after Sponsor obtains actual knowledge thereof. (See the Section of the Plan entitled “Location and Area Information” for details.)

Unit Measurements

29. (a) Floor Plans depicting layouts of Units and the Storage Lockers appear in Part II of the Plan. Unit square footage calculations shown on the plans are based on measurements taken from the outer face of the exterior wall to the centerline of the demising walls and between unit exterior face of corridor and common element walls. Columns, mechanical, pipes, chases, chaseways, shafts, shaft-ways and conduits are not deducted from the measurement of each Unit. Terraces belonging to individual Units are measured from the outer face of the exterior wall to the exterior face of the parapet. Interior common

areas are measured from the interior face of corridors and stairs and centerline between such spaces, if any of the enclosing walls are exterior walls, then the measurement is taken to the outer face of the exterior wall. For outdoor common areas the measurements are taken from the outer face of the exterior walls to the exterior face of the enclosing parapets. Any and all measurements are approximations within reasonable tolerances.

(b) As the manner in which the square footage areas were calculated are not based on measurements from interior surfaces of interior walls, the square footage areas of the Units provided in Schedule A significantly exceed the usable floor area. See the Footnotes to Schedule A in Part I of the Plan and the “Description of Property and Building Condition” set forth in Part II of the Plan for details.

Window Washing / Replacement Equipment

30. Window washing equipment and window replacement equipment (collectively, the “Window Washing/Replacement Equipment”) is located on the roof of the Building. The Window Washing/Replacement Equipment will be owned by the Condominium and utilized by the window contractor at scheduled cleaning times and during the replacement of windows. During the periods of window washing/replacement, the Window Washing/Replacement Equipment will be lowered from the roof to clean/replace the windows of the Building. The existence and use of the Window Washing/Replacement Equipment may result in the obstruction of the views from the windows and/or Terraces of the Units during the periods of window washing/replacement. In addition to all other easements set forth in the Declaration, Sponsor and the Condominium Board and each of their respective Permitted Users shall have an easement in, through and upon Units PH1A, PH1B, and PH1C and their appurtenant Terraces for the purpose of accessing, servicing and utilizing the Window Washing/Replacement Equipment. (See the Section of the Plan entitled “Rights and Obligations of the Condominium Board / Summary of By-Laws” and the Declaration contained in Part II of the Plan for further details.)

Window Guards / Legally Compliant Window Stops

31. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be charged to and borne solely by the Unit Owner. It is the responsibility of each Unit Owner to (i) notify the Managing Agent in writing if any child under the age of eleven (11) years resides (even temporarily) in the Unit, (ii) make the necessary arrangements with respect to the installation, repair, replacement, operation, and/or maintenance of legally-compliant window guards and/or window stops in the Unit and/or any additional equipment as required by Law, and (iii) otherwise ensure that all operable windows located in the Unit comply with Laws relating to window guards and/or window stops. Sponsor does not make any representation, warranty or assurance whether Unit Owners will comply with the foregoing obligations. (See the Section of the Plan entitled “Terms of Sale” for further details.)

Excess Development Rights

32. Sponsor’s architect has estimated that certain Excess Development Rights shall exist as of the Filing Date of the Plan, all of which are expected to be used in connection with Sponsor’s Work planned for the Building. Neither the Condominium Board nor any Unit Owner (other than Sponsor) shall have any right or interest to such Excess Development Rights, and upon completion of Sponsor’s Work, no Excess Development Rights are expected to remain. However, if the nature of Sponsor’s Work changes as a result of a duly-filed amendment to the Plan or if the applicable provisions of the Zoning Resolution change in the future, any resulting available Excess Development Rights will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of

transferable Excess Development Rights that could result from such changes. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration. (See the section of the Plan entitled “Rights and Obligations of Sponsor” and the Declaration in Part II of the Plan for details.)

Marketing Materials

33. In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like (“FFE”) in any portion of the Building or Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

Wood Products

34. Purchasers should note that wood products have certain inherent risks. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, and molding) include, but are not limited to, the following: cracks between the floor boards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. The foregoing items may affect light-colored wood more noticeably. Additionally, wood products are subject to variations (i) in color (including possibly white, red, black, or even green shades), (ii) in the pattern and/or texture of wood grain, and (iii) in the appearance of finishes (including wood staining, gloss, and/or matte finishes). These variations may occur between (a) pieces of wood taken from the same tree, (b) wood products located in the same area of the Unit, and/or (c) pieces of wood in a Unit and samples shown by the Selling Agent. Wood products can also be affected by exposure to light and may darken, lighten, fade, and otherwise change with use and age. Protective felt pads and protective sheeting (such as plywood or masonite) should always be used on wood flooring when placing furniture or appliances to avoid denting. As recommended by the National Wood Flooring Association, Unit Owners are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling, and subsequent gapping. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at <http://www.nwfa.org/>. All wood products should be maintained in accordance with the manufacturer’s recommendations. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified. (See the section of the Plan entitled “Rights and Obligations of Unit Owners” for details.)

Resale Fee

35. Each Unit Owner who acquired a Unit from Sponsor (“Sponsor Sale”) and subsequently enters into an agreement (“Resale Agreement”) to sell such Unit prior to the first anniversary of the First Closing (“Resale”) shall be obligated to pay to Sponsor a portion of the proceeds of the Resale (“Resale Fee”). Such Unit Owner will be required to provide Sponsor with Notice of the Resale Agreement within

ten (10) days after entering into the Resale Agreement. The Resale Fee paid to Sponsor at the closing of the Resale shall be equal to 50% of the “Gross Profit,” i.e. the difference between (A) the “Net Profit,” i.e. the sales price of the Unit set forth in the Resale Agreement less the following expenses actually paid by the Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law, if paid for by the Unit Owner, and (3) actual legal fees not exceeding \$5,000, and (B) the “Sponsor Sale Price,” i.e. the Purchase Price paid to Sponsor in connection with the Sponsor Sale. At such time as Sponsor no longer owns any Unsold Units or any Permitted Mortgagee acquires title to the Unit, the obligation to pay the Resale Fee shall no longer be applicable with respect to such Unit. (See the Section of the Plan entitled “Rights and Obligations of Unit Owners” for further details.)

Principal(s) of Sponsor Has/Have Executed The Certification of Sponsor and Principal(s) for Compliance with the Martin Act and Governing Regulations

36. Consistent with a recent First Department decision, the principal(s) of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principal(s), absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC. et al, 106 A.D. 3rd 542 (1st Dept. May 16, 2013).

Insurance

37. (a) The budgeted line item for the insurance premiums set forth in Schedule B represents current insurance premiums at current rates. In recent years, premiums for insurance (especially fire, terrorism, liability and flood insurance) have increased significantly. Although the projections in Schedule B are believed to be reasonable as of the submission of the preliminary Plan to the DOL, Purchasers should note that insurance premiums could increase depending on market and weather conditions. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No guarantee is given that insurance premiums will not increase.

(b) Sponsor does not make any representation that the insurance limits set forth in Schedule B will meet the requirements of a lender who finances the purchase of a Unit. If Purchaser’s lender requires additional insurance, Purchaser will be obligated to obtain such supplemental insurance at Purchaser’s sole cost and expense.

(c) All Unit Owners are required to obtain casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, furniture, furnishings and personal property located within the Unit, any Limited Common Elements appurtenant thereto, and any Storage Locker licensed by the Unit Owner and liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any Storage Locker licensed by the Unit Owner.

Financial Crimes Enforcement Network

38. For the purpose of preventing evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury (“FinCen”) issued a Geographic Targeting Order (“Order”) to collect information about certain transactions, which applies to any corporation, partnership, limited liability company, or other similar business entity using currency or a cashier’s check, a certified check, a traveler’s check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase “residential real property” in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of the Plan, such reporting threshold is \$300,000, which may be subject to change in the future. For the purposes of

FinCEN, “residential real property” is defined as “real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families.” Purchasers are advised that FinCEN has revised and extended the Order from time to time, which currently remains in effect until November 5, 2020 but may be subject to further extension. In the event that a Purchaser enters into a transaction that falls within the current scope of the Order, the Purchaser shall be required to deliver to the title company at Closing all documents and information necessary in order for the title company to comply with the requirements set forth in the Order. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with a title company. (See the section of the Plan entitled “Procedure to Purchase.”)

Buyout/Surrender Agreements

39. To the extent permitted by Law, Sponsor reserves the right to selectively offer buyout payments or other incentives to certain Bona Fide Tenants in amounts to be determined by Sponsor in its sole discretion in order to induce such Bona Fide Tenants to vacate and surrender their apartments. THE ATTORNEY GENERAL TAKES NO POSITION ON THE LEGALITY OF BUYOUT AGREEMENTS AND RECOMMENDS THAT TENANTS SEEK THE ADVICE OF COUNSEL ON WHETHER ACCEPTANCE OF A BUYOUT OFFER IS A WAIVER OF RIGHTS UNDER THE RENT REGULATION LAWS. (See the sample form of buyout/surrender agreement set forth in Part II of the Plan.)

Local Law 97

40. On May 18, 2019, New York City Local Law 97 of 2019 (“Local Law 97”) was passed into law, requires buildings comprising of more than 25,000 square feet to meet annual building-wide carbon intensity limits during certain compliance periods based on the building type. In connection therewith, Local Law 97 requires building owners to submit a report stamped by a registered design professional every year commencing in 2025 disclosing the building’s carbon emissions of the previous year. Failure to comply with the reporting requirements or to meet the calculated limits for carbon emissions are subject to fines. Purchasers and residents are advised that the Condominium is subject to Local Law 97 and that the Condominium Board and Managing Agent shall remain responsible to ensure that the Condominium remains in compliance with all such reporting requirements. Additionally, Unit Owners and residents are also encouraged to consider energy upgrades and other energy-efficient strategies in order to reduce their energy bills and bring down the overall energy use of the Building commencing in 2024. (See the section of the Plan entitled “Rights and Obligations of the Condominium Board / Summary of the By-Laws.”)

Heating, Ventilation, and Air Conditioning

41. (a) As reflected in the section of the Plan entitled “Rights and Obligations of Sponsor,” the HVAC equipment and ductwork are not included in the Capital Repairs and Improvements Program but rather shall be conveyed to the Condominium Board in their “as is” condition. All HVAC condensing units are located on the roof and shall comprise General Common Elements, and the maintenance thereof shall be performed by the Condominium Board and borne by all Unit Owners as a Common Expense.

(b) Purchasers are advised that the HVAC system shall not be used to furnish heat but rather shall only be used to provide air conditioning in the Units. For furnishing heat to the Units, the existing steam radiators that are currently installed in the Units (which shall also be conveyed in their “as is” condition) shall be used. While Sponsor does not intend the HVAC system to be used for heat at any time, for disclosure purposes, Purchasers are advised that a single HVAC condensing unit may be shared by more than

one Unit and that each HVAC condensing unit can only run one function (i.e. heat or air conditioning) at a time. This means that, if for any reason the current heating and cooling structure in the Building is modified such that the HVAC system is utilized to provide heat in lieu of the steam radiators (which Sponsor does not anticipate nor recommend), any two Units sharing a single HVAC condensing unit will not be able to simultaneously run the heat in one Unit and air conditioning in the other. While Sponsor cannot make any representations or guarantees in terms of the Condominium Board's decisions upon the expiration of the Sponsor Control Period, nevertheless Sponsor does not foresee any reason for the Condominium Board to make such a modification and therefore does not believe this constitutes a special risk to the Property.

- (c) See the section of the Plan entitled "Description of Property and Improvements."

Special HVAC Easements

42. (a) Sponsor reserves the right to install central HVAC in any of the following Units 1A, 1E, 1F, 2B, 2C, 2D, 2E, 2G, 3A, 3F, 4B, 4C, 4G, 4H, 5A, 5B, 5D, 5F, 6D, 6E, 7C, 8B, 9A, 9C, 9F, 11D, 12D, 12E, and PH3D (each, an "Easement Unit") at such time that any such Easement Unit becomes vacant (or otherwise at any point to the extent in compliance with Law), subject to the terms and conditions hereof.

(b) For each Easement Unit, Sponsor and its Permitted Users shall have an easement without being subject to any fee or charge and without the prior approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any: (a) in, over, under, through, and upon that certain 1,000 square foot plot of General Common Elements located in the northwesterly corner of that certain outdoor courtyard on the cellar level (i.e. sharing the exterior wall with the fitness center) for the purpose of installing and maintaining a HVAC VRF condenser unit, and (b) in, over, under, through, and upon all General Common Elements (including but not limited to interiors of walls, ceilings, shafts, and mechanical closets) for the sole purpose of running piping from such HVAC VRF condenser units, through the exterior wall of the mechanical room on the first floor, to the subject Easement Unit utilizing the shaft running from the aforementioned mechanical room and maintaining such piping ((a) and (b) collectively, an "HVAC Easement") – provided, however, that all of the foregoing work ("HVAC Work") shall not (i) materially and adversely affect any other Unit (except the Easement Unit being serviced by the HVAC Work) or any Limited Common Elements appurtenant to any other Unit (except the Easement Unit being serviced by the HVAC Work), (ii) adversely and permanently affect the structural, mechanical, plumbing, waterproofing, or electrical integrity of the Building, (iii) materially affect the safety of any Unit Owner, tenant, or other persons at the Property, (iv) cause a material interruption to Building services, or (v) violate Law (collectively, "HVAC Work Conditions"). Sponsor agrees to hold the Condominium Board and all other Unit Owners harmless from any liability arising from the HVAC Work.

(c) Sponsor shall have the unconditional right to assign the HVAC Easement associated with any particular Easement Unit to the Purchaser of such Easement Unit, in Sponsor's sole and absolute discretion and without prior Condominium Board approval. Such assignee ("Easement Assignee") shall be afforded all rights and benefits associated with the HVAC Easement provided that Easement Assignee (a) agrees to hold the Sponsor, the Condominium Board, and all other Unit Owners harmless from any liability arising from the HVAC Work, (b) obtains and maintains insurance coverage and/or causes such insurance coverage to be obtained and maintained by any contractors, subcontractors, agents, or employees (as applicable) with respect to the HVAC Work containing such limits and policies that have been required by the Condominium Board for other vendors performing comparable work in the Building ("Required Insurance Policies"), and (c) prior to performing any HVAC Work, submits to the Managing Agent, for review by the Condominium's engineer, (x) certificates of insurance reflecting the Required Insurance Policies and (y) plans identifying both the locations of the new piping (including without limitation the condensate piping) and the power supply for the exterior condensers ("Plans"). Provided that the Condominium's engineer determines, in its reasonable discretion, that the HVAC Work complies with the HVAC Work Conditions and that Easement Assignee has obtained with the Required Insurance Policies, the Condominium Board shall notify Easement Assignee that the HVAC Work may commence, which notice

shall not be withheld, conditioned, or delayed. For avoidance of doubt, it is expressly understood that neither the consent of the Condominium Board nor the execution of any alteration agreement shall be required and that the role of the Condominium's engineer shall be limited solely to ensuring that the HVAC Work complies with the HVAC Work Conditions and that Easement Assignee has obtained the Required Insurance Policies. To the extent that any HVAC Work will result in any damage to the Common Elements by opening up walls or ceilings or damaging finishes, such damage shall not be deemed to be a violation of the HVAC Work Conditions provided that the Easement Assignee agrees to promptly repair any such damage. In the event Easement Assignee fails to promptly repair any such damage, such failure shall be deemed a violation under the Condominium Documents entitling the Condominium Board to the remedies afforded by Section 9.1 of the By-Laws. The Condominium Board shall be prohibited from (i) conditioning or delaying the conveyance of the information about the Required Insurance Policies to Easement Assignee, and (ii) modifying the limits and/or other terms of the Required Insurance Policies such that Easement Assignee would be held to more onerous requirements than other Unit Owner performing comparable work in the Building at such time. Easement Assignee shall be obligated to cooperate with the Building staff in order to enact such safety precautions as may reasonably be necessary to protect other residents from any HVAC Work impacting the Common Elements, at Easement Assignee's sole cost and expense.

(d) Once an HVAC Easement has been assigned by Sponsor to an Easement Assignee, notice of which shall be delivered to the Condominium Board and such HVAC Easement shall no longer be assignable to any subsequent buyer – subject however to the following exception: in the event that Sponsor sells two or more Easement Units to a single Purchaser (“Regulated Bulk Purchaser”) and assigns the HVAC Easements associated with such Easement Units to such Regulated Bulk Purchaser, the Regulated Bulk Purchaser shall have the unconditional right, in its sole discretion and without prior Condominium Board approval, to assign the HVAC Easement associated with any of the Easement Unit in its possession to the subsequent buyer of such Easement Unit, in which event such subsequent buyer shall be afforded all rights and benefits of and subject to all terms and conditions applicable to an Easement Assignee with respect to such HVAC Easement (and such HVAC Easement shall no longer be assignable).

(e) In the event that Sponsor sells an Easement Unit and elects, in its sole and absolute discretion, not to assign the HVAC Easement associated with such Easement Unit, the Purchaser of such Easement Unit shall not be entitled to any of the rights and benefits afforded by the HVAC Easement.

Smoking Policy

43. The smoking policy of the Condominium is set forth below, which policy may be amended from time to time by the Condominium Board (see the Section of the Plan entitled “Rights and Obligations of Unit Owners” for more details):

“No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, (collectively, “Smoking Apparatus”) in any common area of the Building, whether indoors or outdoors, at any time. Although smoking shall be permitted in any Unit or Limited Common Element appurtenant thereto, including a private Terrace, no person may smoke or otherwise use any Smoking Apparatus in a manner, which causes smoke to be a nuisance, create odors or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise use any Smoke Apparatus within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening in the Common Elements or Units.”

Legal Fees

44. 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 commits an Event of Default under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder, whether or not litigation or an adversarial proceeding is brought that arises from or relates to the Purchase Agreement and whether the litigation or adversarial proceeding arises between Purchaser and Sponsor or between a third party and Sponsor or Purchaser. Notwithstanding the foregoing, Purchaser shall not be obligated to pay Sponsor's legal fees or disbursements in any action brought pursuant to the Plan or the Purchase Agreement where Purchaser is the prevailing party in such litigation or an adversarial proceeding.

Non-Habitable Rooms

45. To the extent that any Floor Plans reflect rooms designated as "home offices," "dens," "media rooms," "libraries," and/or "alcoves," Purchasers are advised that such rooms are "non-habitable" under current Law and therefore may not be used for any type of occupancy, including without limitation sleeping, dining, and living purposes. Any such unlawful use can result in violations being posted against the Building, and any and all costs or expenses incurred by the Condominium or other Unit Owner(s) arising out of such unlawful use shall be borne by the Unit Owner of such Unit. (See the section of the Plan entitled "Description of Property and Building Condition" set forth in Part II for more details.)

INTRODUCTION

Nature of the Transaction

CS 393 LLC (“Sponsor”) is a limited liability company organized and existing under the laws of the State of Delaware. Sponsor acquired the Property on August 21, 2012 from 393 West End Holdings, LLC. The building was initially constructed in 1927.

Sponsor presents this Plan, as the same may be amended from time to time (“Plan”) for the conversion to condominium ownership of the Land and Building pursuant to the Condominium Act. The Condominium will be known as 393 West End Avenue Condominium and located at 393 West End Avenue, New York, New York 10024 (“Property”).

The principals of Sponsor are Matthew Baron and Jonathan Simon. (See the Sections of the Plan entitled “Identity of Parties” and the “Certification of Sponsor and Principals” in Part II of the Plan for further details.)

The Condominium will consist of eighty-eight (88) Units (including one (1) Resident Manager’s Unit) and fifteen (15) Storage Lockers.

As of the Filing Date of the Plan, the Building currently contains both occupied and vacant apartments. With respect to occupied apartments, the following information is current as of the approximate Filing Date of the Plan:

- twenty (20) apartments are occupied subject to Rent Laws, of which fourteen (14) are rent-stabilized and six (6) are rent-controlled as indicated on Schedule A.
- nine (9) are occupied subject to lifetime leases (i.e. 12E, 8B, 9F, 7C, 5B, 5F, 4H, 2C, and 1A), as indicated on Schedule A. (A “lifetime lease” is a free-market lease that contains guaranteed lease renewal opportunities and other terms similar to the terms of a rent stabilized lease.) Tenants in apartments subject to lifetime leases shall be entitled to the same rights and benefits under the Plan that are afforded by the Plan to tenants in apartments subject to Rent Laws, as described in the section of the Plan entitled “Rights of Existing Tenants.”
- thirty-two (32) apartments are occupied but are not subject to any Rent Laws or lifetime leases, as indicated on Schedule A. These include an apartment that is occupied by a principal of Sponsor.

The Offering Plan

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor. The Plan contains all of the detailed terms of the transaction.

Sponsor may from time to time amend the Plan by filing an amendment with the New York State Department of Law (“Department of Law”), having an office at 28 Liberty Street, New York, New York 10005 and serving such amendment on Offerees, as the term “Offerees” is defined in the Regulations of the Department of Law.

The Plan is presented in two parts that, together with all documents filed with the Department of Law, constitute the entire offer of Sponsor. Part I sets forth a general description of the offering and the Condominium and Part II contains the basic documents necessary to create the Condominium and otherwise effectuate the Plan. Also included in Part II is a detailed physical description of the Property and other certifications as to certain matters discussed in the Plan.

In addition, Sponsor has filed with the Department of Law, Exhibits to the Plan which, along with the Plan, constitute the entire offer of Sponsor. Copies of the Plan and all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the Plan shall be available for inspection by Purchasers and their attorneys without charge and for copying at a reasonable charge by any Person who shall have purchased a Unit offered by the Plan at the Sales Office and available for inspection and copying at the office of the Department of Law. A prospective Purchaser (other than a Tenant-Purchaser) may borrow a copy of the Plan upon payment of a \$300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the Purchaser of a Purchase Agreement subsequently accepted by Sponsor. Copies of the Plan will be served upon all Tenant-Purchasers in accordance with the GBL. Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. All documents are important and should be read carefully by Purchasers.

All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Definitions," unless otherwise defined.

Units

There shall be eighty-eight (88) Units, the square footages of which are set forth on Schedule A and the locations of which are depicted in the Floor Plans set forth in Part II of the Plan.

Sponsor reserves the right to combine certain Units as they become vacant, which will reduce the total number of Units offered for sale. Sponsor will amend the Plan, and the "Description of Property and Building Condition" contained in Part II of the Plan to reflect the combinations of such Units, if applicable.

To the extent that Sponsor exercises its right to combine vacant Units after the Filing Date of the Plan, resulting in fewer Units in the Building, Sponsor reserves the right to modify the Schedule B to reflect any changes necessitated by such reduction, as determined by Sponsor. In such event, Sponsor shall amend the Plan, which amendment shall include an updated Schedule B and Certification of Budget Expert. Purchasers should note that such updated Schedule B will, in all likelihood, result in the reduction of Building staff and Purchasers who have entered into Purchase Agreements prior to the acceptance for filing of such amendment shall not be relieved of any of their obligations under the Purchase Agreement. Notwithstanding any reduction in the number of Units the Building will be staffed appropriately and in compliance with Law.

Offering of Units for Sale

Sponsor hereby offers eighty-seven (87) of the eighty-eight (88) Units for sale pursuant to the Plan. Inclusive thereof, the Resident Manager's Unit is being sold by Sponsor to the Condominium to be used by the Resident Manager. The Purchase Prices for each of the Units are listed in the Section of the Plan entitled "Schedule A – Purchase Prices and Related Information" ("Schedule A"). **THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.** Schedule A also contains a listing of the approximate square footage of each Unit. (See the Section of the Plan entitled "Description of Property and Building Condition" and "Floor Plans" for details.)

1. The Offer to Present Existing Tenants

(a) The Offer to Purchase Unit Occupied by Tenant

Bona Fide Tenants have the exclusive right to purchase only their respective Units within the first 90 days from the Presentation Date of the Plan (“Initial Exclusive Purchase Period”) at the Purchase Prices set forth in Schedule A.

There will be no increase in Purchase Prices for Tenant-Purchasers during any Exclusive Purchase Period and Sponsor will not accept Purchase Agreements from Non-Tenant Purchasers for occupied Units during any Exclusive Purchase Period.

In order to qualify for the foregoing benefits during the Initial Exclusive Purchase Period, a Bona Fide Tenant must deliver to Selling Agent during such Initial Exclusive Purchase Period (i) four (4) original, complete, and unaltered executed copies of the Purchase Agreement, (ii) a completed and executed original form W-9 or form W-8, as applicable, and an official bank check made payable to “Starr Associates LLP, as Escrow Agent” in the amount of the Initial Deposit. (See the Section of the Plan entitled “Procedure to Purchase” for further details.)

If prior to the First Closing, Sponsor amends the terms and conditions of the offering to be more favorable to Bona Fide Tenants, a Tenant-Purchaser who executed and submitted a Purchase Agreement and delivered the Initial Deposit for the Unit which the Tenant-Purchaser occupied on the Filing Date before Sponsor amended the terms of the Plan, shall benefit from the more favorable terms and conditions.

(b) The Offer to Purchase a Vacant Unit

Bona Fide Tenants may purchase a vacant Unit offered by Sponsor in lieu of purchasing the Unit such tenant occupied on the Filing Date, on a “first come, first served” basis during the Initial Exclusive Purchase Period on the terms and conditions set forth below (“Vacant Unit Purchase Procedures”). Sponsor reserves the right, at Sponsor’s sole and absolute discretion, to offer or withhold any vacant Unit at any point in time, without prior notice or amendment to the Plan.

The Purchase Price for the vacant Unit will be the same price offered to Non-Tenant-Purchasers at the time the Purchase Package (defined below) is acknowledged by Selling Agent. In the event Sponsor increases the Purchase Price for one or more vacant Units by duly filed amendment to the Plan, Sponsor will serve a copy of such amendment on Bona Fide Tenants by mail. The procedures for purchasing a vacant Unit are as follows:

(i) A Bona Fide Tenant must deliver to Selling Agent a “Purchase Package” consisting of 4 original, complete and unaltered executed copies of the Purchase Agreement, a completed and executed original form W-9 or form W-8, as applicable and an official bank check made payable to “Starr Associates LLP, as Escrow Agent” in the amount of 10% of the Purchase Price of the vacant Unit representing the Initial Deposit.

(ii) The Purchase Package must be personally delivered by the Bona Fide Tenant to Selling Agent at the Sales Office during business hours and acknowledged in writing as received by Selling Agent. All Purchase Packages will be received on a first-come, first served basis. Selling Agent will not acknowledge receipt of more than one Purchase Package for any vacant Unit by Bona Fide Tenants.

(iii) In the event Sponsor or Selling Agent has accepted an offer from a Non-Tenant Purchaser for a vacant Unit but an executed Purchase Agreement for such vacant Unit has not yet been counter-signed by Sponsor, Selling Agent shall notify the Bona Fide Tenant who delivered the

Purchase Package to Selling Agent for such vacant Unit that the Bona Fide Tenant's Purchase Package will not be accepted by Sponsor.

(iv) A Bona Fide Tenant may purchase (1) both the Unit such Bona Fide Tenant occupied on the Filing Date of the Plan ("Bona Fide Tenant's Unit") and one or more vacant Units or (2) one or more vacant Units in lieu of Bona Fide Tenant's Unit. In the event Bona Fide Tenant intends to occupy the vacant Unit, Bona Fide Tenant must vacate Bona Fide Tenant's Unit within 3 months following the Closing of Title to the vacant Unit. During such 3 month period, Bona Fide Tenant must comply with all of Bona Fide Tenant's obligations under the lease for Bona Fide Tenant's Unit, including but not limited to, payment of rent. Upon the expiration of the 3 month period, the lease for Bona Fide Tenant's Unit will be terminated.

A Bona-Fide Tenant who purchases only a vacant Unit in lieu of the Unit such Bona Fide Tenant occupied on the Filing Date of the Plan must execute and deliver a lease surrender agreement in which the tenant agrees to vacate and surrender the lease for the Unit the Bona Fide Tenant occupied on the Filing Date upon the Closing of Title to the vacant Unit. No pre-Closing occupancy of such vacant Unit will be permitted.

(v) Sponsor shall not be obligated to pay any brokerage or sales commissions to any broker, except for Selling Agent, with respect to the sale of a vacant Unit to a Bona Fide Tenant.

2. **The Offer to Non-Tenant-Purchasers**

Sponsor hereby offers for sale the Units set forth in Schedule A to Non-Tenant-Purchasers (defined as Purchasers other than Tenant-Purchasers) on the following terms:

(i) They shall have opportunity to purchase a vacant Unit at the prevailing "Purchase Price for Non-Tenant-Purchasers" as set forth on Schedule A, as amended from time to time; and

(ii) They shall have the opportunity to purchase an occupied Unit either following the Initial Exclusive Purchase Period afforded Bona Fide Tenants or upon receipt of a written waiver by the Bona Fide Tenant of the right to purchase the Unit which such Bona Fide Tenant occupies during the Initial Exclusive Purchase Period, at the "Purchase Price for Non-Tenant-Purchasers" as set forth on Schedule A, as amended from time to time.

In order to qualify for the foregoing benefits, a Non-Tenant-Purchaser must deliver to Selling Agent (i) four (4) original, complete, and unaltered executed copies of the Purchase Agreement, (ii) a completed and executed form W-9 or form W-8, as applicable, and (iii) an official bank check made payable to "Starr Associates LLP, as Escrow Agent" in the amount of 10% of the Purchase Price of the Unit representing the Initial Deposit. (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

3. **All Offers to Purchase Units**

At the time Purchaser executes a Purchase Agreement, Purchasers (including both Tenant-Purchasers and Non-Tenant Purchasers) will be required to deliver a Deposit in an amount equal to 10% of the Purchase Price. All Purchasers (including both Tenant-Purchasers and Non-Tenant Purchasers) will be required to deliver an Additional Deposit in an amount equal to 10% of the Purchase Price before the earlier to occur of (i) 6 months after the date on which the Purchase Agreement is executed, or (ii) 15 days after the Presentation Date of the amendment declaring the Plan effective. Notwithstanding the foregoing, any Purchaser (including both Tenant-Purchasers and Non-Tenant Purchasers) executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the full Deposit in an amount equal to 20% of the Purchase Price.

With respect to the payment of any Deposits, Purchaser shall deliver such payment by official bank check or, if Sponsor offers the option in Sponsor's sole discretion, by wire transfer. All checks (i) must be drawn on or issued by a bank or trust company which is a member of the New York Clearinghouse Association, (ii) must be made payable to the direct order of "Starr Associates LLP, as Escrow Agent," and (iii) shall be accepted by Sponsor subject to collection. If any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, at its option, among other things, (a) with respect to a check towards the Initial Deposit, to deem such Purchase Agreement to be void *ab initio* and of no further force or effect, or (b) with respect to any check towards the Additional Deposit, to cancel the Purchase Agreement and retain as liquidated damages all Deposits delivered, together with any interest earned thereon. With respect to wire transferred funds, (y) such wire transfer must be payable to the direct order of the Escrow Agent and (z) any wiring fees charged by the initiating and/or receiving bank shall be paid by Purchaser. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE.

4. One (1) Unit Not Offered for Sale

One (1) Unit, which is currently occupied by a principal of Sponsor, is not being offered for sale but rather is contemplated to be conveyed to the principal of Sponsor subsequent to the First Closing pursuant to the terms of a separate agreement entered into between the parties.

Offering of Storage Lockers for Sale

Sponsor hereby offers the 15 Storage Lockers for sale pursuant to the Plan pursuant to a licensing arrangement ("Storage Locker License"). A Storage Locker may only be purchased by a Purchaser of a Unit. The Purchase Price for each of the Storage Lockers is listed in Schedule "A." **THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.** The Condominium Board has the right to impose license fees and Special Assessments in connection with the Storage Locker Licenses. All costs and expenses associated with the operation and maintenance of the Storage Locker Areas shall be charged to the Licensees (including without limitation Sponsor in its role as the Licensee of Unsold Storage Lockers) as a Special Assessment. Although no license fees are being imposed with respect to Storage Locker Licenses at this time, the Condominium Board has the right to impose license fees in the future.

Although the Storage Locker Area(s) are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses located therein. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Lockers.

Purchasers should note that the Closing of a Storage Locker License does not require the issuance of a TCO or PCO. Purchasers will be required to consummate the purchase of the Unit and the Storage Locker License simultaneously at Closing even though a TCO has not been issued to or access may not be available to the Storage Locker Area. In such event, the proceeds from the sale of the Storage Locker License will be held in escrow ("Storage Locker Escrow") by Escrow Agent until such time as a TCO has been issued for the Storage Locker Area. The Storage Locker Escrow will not be held in an interest bearing account for the benefit of Purchaser. Purchaser will earn no interest on the Storage Locker Escrow.

Sponsor reserves the right to offer as many Storage Lockers as it determines and to withhold one or more for future sale. In addition, Sponsor has the right to limit the number of Storage Lockers sold to any single Purchaser of a Unit or to make bulk sales, as it deems fit.

Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of a Storage Locker License, Sponsor reserves the right to withdraw the offering of any particular Storage Locker category and/or to reduce the number of Storage Locker Licenses offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect

to the sale of a Storage Locker License, Sponsor may withdraw or reduce the offering of any Storage Locker Licenses but only to the extent that such withdrawal or reduction does not affect any Storage Locker Licenses already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Storage Locker Licenses, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Storage Locker Area(s) for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Storage Locker Licenses and (ii) who have entered into Purchase Agreements for Storage Locker Licenses unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including without limitation the obligation to purchase the Unit.

Terms of Offer

The Units and their appurtenant Common Elements are being sold “as is” to Tenant-Purchasers in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and further subject to Sponsor’s obligations to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in the Plan or as required by the Rent Laws, if applicable; and to all Purchasers of vacant Units “as is” in the condition in which they exist on the Closing Date of such Unit.

All Deposits received by Sponsor directly or through its agents or employees will be held in accordance with the Section of the Plan entitled “Escrow and Trust Fund Requirements.”

A copy of the form of Purchase Agreement that will be used by Sponsor in connection with the sale of the Units is set forth in Part II of the Plan. Sponsor reserves the right to revise the form of Purchase Agreement from time to time. All material and adverse changes in the Purchase Agreement will be disclosed in an amendment to the Plan.

No binding obligation shall arise for the sale of a Unit unless and until a Purchase Agreement, executed by both Purchaser and Sponsor, has been exchanged, and Sponsor has collected the Initial Deposit (see the Section of the Plan entitled “Procedure to Purchase” for further details), except for a Bona Fide Tenant who executes and delivers an unaltered Purchase Agreement and the Initial Deposit to Sponsor within an Exclusive Purchase Period, with respect to the Unit occupied by such Bona Fide Tenant on the Filing Date and who is in good standing under such Bona Fide Tenant’s lease, provided that such rejection is not based on sex, race, creed, color, national origin, marital status, ancestry, disability, or other grounds proscribed by Law.

For further details concerning the Closing of Title to the Units, the costs and adjustments with respect thereto and the time periods which must elapse before closings may occur, see the Sections of the Plan entitled “Effective Date,” “Closing Costs and Adjustments” and “Terms of Sale.”

Additionally, each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund. Such contribution, to be made at the time of Closing of the Unit, shall be in an amount equal to 2 months’ Common Charges in effect at the time of Closing for each Unit purchased. (See the Section of the Plan entitled “Working Capital Fund and Apportionments” for details.)

Applicable Rent Laws

The Plan is a non-eviction plan and is being presented in compliance with the requirements of Section 352-eeee of the General Business Law (“GBL”) which sets forth the procedure for converting occupied dwelling units to condominium ownership. Under the GBL, Sponsor may declare the Plan effective when Purchase Agreements have been executed for at least 15% of the Units in the Building that are offered for sale (i.e. 14 based on 87 Units) by Bona Fide Tenants in occupancy on the Filing Date or Bona Fide

Purchasers who represent that they intend that they or one or more specified Family Members will occupy the Unit when it becomes vacant. A Non-Purchasing Tenant of a Unit will not be evicted by reason of conversion of the Property to condominium ownership.

As of the Filing Date of the Plan, the Building currently contains both occupied and vacant apartments. With respect to occupied apartments, the following information is current as of the approximate Filing Date of the Plan:

- twenty (20) apartments are occupied subject to Rent Laws, of which fourteen (14) are rent-stabilized and six (6) are rent-controlled as indicated on Schedule A.
- nine (9) are occupied subject to lifetime leases (i.e. 12E, 8B, 9F, 7C, 5B, 5F, 4H, 2C, and 1A), as indicated on Schedule A. (A “lifetime lease” is a free-market lease that contains guaranteed lease renewal opportunities and other terms similar to the terms of a rent stabilized lease.) Tenants in apartments subject to lifetime leases shall be entitled to the same rights and benefits under the Plan that are afforded by the Plan to tenants in apartments subject to Rent Laws, as described in the section of the Plan entitled “Rights of Existing Tenants.”
- thirty- two (32) apartments are occupied but are not subject to any Rent Laws or lifetime leases, as indicated on Schedule A. These include an apartment that is occupied by a principal of Sponsor.

The status of each Unit under the Rent Laws is set forth on Schedule A. There is no common date that the rights afforded to tenants in apartments subject to Rent Laws will expire. Since certain Units are subject to Rent Laws, the sale of these Units may take longer than the sale of Units that are not subject to Rent Laws. However, Sponsor does not anticipate that this will adversely impact the timing of declaring the Plan effective, establishing the Condominium, or when the First Closing will occur.

Purchasers should refer to the Sections of the Plan entitled “Rights of Existing Tenants” and “Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants” for details.

Sponsor’s Rights with Respect to Leasing Rather than Selling Unsold Units

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, 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 SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS PLAN.

Sponsor reserves the right to rent or lease any vacant Unit prior to Closing to the Purchaser thereof or any other party. Sponsor reserves the unconditional right to rent rather than to sell Units as they become vacant. Sponsor’s right to rent rather than sell Units once they become vacant is unconditional and exercisable in Sponsor’s sole discretion.

Following the expiration of the Initial Exclusive Purchase Period, Sponsor shall have the right to: (i) sell occupied Units to one or more non-occupant Purchasers for investment or resale; (ii) lease occupied Units to others; or (iii) retain vacant Units for future sale or rental. Any such sales are subject to the rights, if any, of Bona Fide Tenants to purchase their respective Units during a subsequent Exclusive Purchase Period provided in an amendment to the Plan prior to the Effective Date. The Plan may not be declared effective based on Purchase Agreements executed by Purchasers who have not represented that they intend to occupy the Unit when it becomes vacant. (See the Section of the Plan entitled “Effective Date” for details.)

Residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or tenants leasing from other Unit Owners. Accordingly, it is possible that a significant proportion of

Unit Owners will not be residents of the Building and that a significant number of tenants may not be Unit Owners. Owner-occupants may never gain control and management of the Condominium since the By-Laws do not include a provision that after the expiration of the Sponsor Control Period a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e. purchasing as a home as opposed to as an investment. (See the Section of the Plan entitled "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants" for details).

Prospective Purchasers should be aware that potentially they may be living with non-purchasing occupants in many of the Units for an indefinite period, depending upon market conditions. In Sponsor's sole discretion, non-purchasing occupants (other than Non-Purchasing Tenants whose rights are governed by Law) may receive the same Building services and use the Building's amenities as owner-occupants, however, they have no investment in their Units and, therefore, may not share the same economic interests as owner-occupants in the maintenance and care of the Building's facilities and amenities.

Sponsor reserves the right to sell 10% or more of the Unsold Units ("Bulk Sale") to a Person which assumes the rights and obligations of Sponsor with respect to such Units. Sponsor may require that Non-Tenant Purchasers of more than 1 Unit deliver a Deposit in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with each such Purchaser, any and all of which such deposit may be retained as and for liquidated damages in the case of an Event of Default (as defined in Paragraph 13 of the Purchase Agreement set forth in Part II of the Plan). (See the Section of the Plan entitled "Procedure to Purchase" for more details.).

Basic Aspects of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to the Unit and is entitled to the exclusive possession and use thereof and is obligated to comply, with the terms of the Condominium Documents and any other requirements implemented by the Condominium Board. Each Unit Owner also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the Common Elements. The Common Elements are comprised of: (i) portions of the Property serving and benefiting all Units, generally, including, for example, the Land upon which the Building stands and foundations and supports of the Building, these Common Elements being more specifically designated as "General Common Elements," and (ii) portions of the Building exclusively serving and benefiting one Unit such as a Terrace, these Common Elements being specifically designated as "Limited Common Elements."

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage the Unit with such lender and in such amount as the Unit Owner chooses. However, Sponsor does not make any representations about the financeability of any Unit. There are no limitations or restrictions upon the rights of Sponsor to mortgage Unsold Units. Each Unit is separate and will not be subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

Operation of the Condominium will be vested in a Condominium Board, the members of which will be elected by the Unit Owners, subject to the rights of Sponsor to designate members of the Condominium Board, as set forth in the Sections of the Plan entitled "Rights and Obligations of Unit Owners" and "Rights and Obligations of Unit Owners and the Condominium Board / Summary of By-Laws." When voting for members of the Condominium Board, each Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit, per Member to be elected.

A Unit Owner may decorate and construct the interior of the Unit in any way the Unit Owner desires, subject to compliance with the Condominium Documents and Law, and will be solely responsible for the cost of maintenance and interior repairs to the Unit after Closing.

Each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit.

With certain exceptions set forth in the By-Laws, any sale or lease of a Unit will be subject to a right by the Condominium Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. Sponsor may sell or lease any of its Units without any restriction or limitation. (See the Sections of the Plan entitled “Rights and Obligations of Unit Owners” and “Rights and Obligations of the Condominium Board / Summary of By-Laws” subsection “Sales and Leases of Units” for details.)

Each Purchaser of a Unit will be required to pay, as a closing cost, a portion of the purchase price and associated closing costs with respect to Sponsor’s sale of the Resident Manager’s Unit to the Condominium Board, as set forth in Schedule A.

A Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor’s prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor’s sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing in any broker’s listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. Unless it would constitute a prohibited discriminatory inducement, the prohibitions set forth in (i) through (iii) above may be waived by Sponsor upon the Unit Owner’s prior written request, which waiver and any conditions thereto may be granted, withheld or delayed, in Sponsor’s sole and absolute discretion. (See the Section of the Plan entitled “Rights and Obligations of Unit Owners” and the By-Laws for further details.)

A Unit Owner who acquired title to the Unit from Sponsor (“Sponsor Sale”) and subsequently enters into an agreement, written or oral (“Resale Agreement”) to sell such Unit prior to the first anniversary of the First Closing (“Resale”) shall be obligated to pay to Sponsor a portion of the proceeds of the Resale (“Resale Fee”). Such Unit Owner will be required to send Sponsor a copy of the Resale Agreement within ten (10) days after entering into the Resale Agreement. The Resale Fee paid to Sponsor at the closing of the Resale shall be equal to 50% of the “Gross Profit,” i.e. the difference between (A) the “Net Profit,” i.e. the sales price of the Unit per the Resale Agreement less the following expenses actually paid by the Unit Owner (to the extent applicable): (1) brokerage commissions not exceeding 6% in the aggregate; (2) transfer taxes imposed by Law, if paid for by the Unit Owner, and (3) actual legal fees not exceeding \$5,000, and (B) the “Sponsor Sale Price,” i.e. the Purchase Price paid to Sponsor in connection with the Sponsor Sale. (See the Section of the Plan entitled “Rights and Obligations of Unit Owners” for further details.) The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized by Sponsor is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the “Condominium Act.” The Property will be submitted to the provisions of the Condominium Act by recording the Declaration in the Register’s Office by Sponsor. The Condominium will comply with all Laws applicable to condominiums in the State of New York.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized by Sponsor is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the “Condominium Act.” The Property will be submitted to the provisions of the Condominium Act by recording the Declaration in the Register’s Office by Sponsor. The Condominium will comply with all Laws applicable to condominiums in the State of New York.

The cost of operating the Condominium will be borne entirely by the Unit Owners in accordance with allocations set forth in the Schedule B – Projected Budget for the First Year of Condominium Operation. As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the

Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Common Charges will be assessed against Unit Owners in the same proportion their respective Units bears to the aggregate Common Interests of all Units. The estimated Common Charges for each Unit for the First Year of Condominium Operation are set forth in Schedule A. Purchasers are obligated to pay monthly Common Charges pursuant to the Condominium Act (RPL Sections 339(i) and (m)).

The Common Interest of each Unit in the Common Elements has been determined pursuant to the method set forth in Real Property Law Section 339-i(l) 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 in accordance with subsection (iv).

Unit Owners will have no interest in any rents, net profits or revenues derived from the rental or use of any Unit owned by another. The aggregate Common Interest of all Units equals 100%. The aggregate Common Interests of all Units equals 100%. The percentage of Common Interests are the basis for determining a Unit Owner's share of distribution upon termination of the Condominium with Unit Owners then sharing pro rata in the proceeds of the Condominium. Each Unit's Common Interest and Common Interest, as applicable, and estimate of the Common Charges that will be payable by the Unit Owner during the First Year of Condominium Operation of the Property subsequent to the First Closing are set forth in the Section of the Plan entitled "Schedule A – Purchase Prices of Units and Related Information."

After the Closing of Title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, furniture, furnishings, equipment, appliances and personal property located within the Unit, any Limited Common Elements appurtenant thereto, and any Storage Locker licensed by the Unit Owner, as well as liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any Storage Locker licensed by the Unit Owner. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements (except for Storage Lockers), in accordance with the provisions of the By-Laws. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

Each Purchaser of a Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing of the Unit, shall be in an amount equal to 2 months' Common Charges assessed against the Unit at Closing. (See the Section of the Plan entitled "Working Capital Fund and Apportionments" for details.)

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes with respect to the Unit (both before and after such taxes are separately assessed and billed against the Unit by the City of New York), interest and amortization payments on any mortgage and charges for electricity consumed in the Unit.

Real Property Law – Section 339-kk

Set forth in Part II of the Plan is a copy of Section 339-kk of the Real Property Law of the State of New York, which provides, among other things, for the ability of the Condominium to serve a notice on any tenant occupying a Unit to pay rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, Special Assessments or late fees for such Unit within 60 days after the expiration of any grace period.

Income Taxes

In the opinion of Income Tax Counsel to Sponsor, under present income tax laws, certain Unit Owners who are U.S. citizens or permanent residents of the United States and who itemize their deductions may deduct from income for income tax purposes the real estate taxes paid in connection with an owned

Unit, and any other interest paid to a lender with respect to a mortgage on such Unit, provided the Unit Owner uses the Unit as a principal residence or a secondary residence and the mortgage indebtedness does not exceed the Unit Owner's cost of the residence plus the cost of any improvements thereto. Purchasers are advised to consult with their own tax counsel regarding the availability or non-availability of such deduction on a case-by-case basis. A copy of Attorney's Income Tax Opinion is set forth in Part I of the Plan.

Use of Units and Storage Lockers

A Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution (except as described below), and not more than one family may occupy a Unit at one time. A Unit may not be used for any "dormitory," "bed and breakfast" or other transient hotel-type use. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Unit may be used for any other purpose, provided such use is permitted by, and complies with Law, does not violate the then existing TCO or PCO covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use. Use and occupancy of the Unit shall be subject to the Residential Rules and Regulations of the Condominium which may be amended from time to time.

A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein.

Sponsor may, without the consent of either the Condominium Board or the Unit Owners, use any Unsold Storage Locker for any purpose permitted by Law or to change the permitted use of an Unsold Storage Locker, subject to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, a Storage Locker may not be licensed independently of a Unit.

With certain exceptions, as set forth in the By-Laws, any sale or rental of a Unit will be subject to a right by the Condominium Board to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. Sponsor may sell or lease its Units, or portions thereof, without any restriction or limitation. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Units, the Condominium Board is unable to limit the number of Purchasers who purchase Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who are not occupants. It is possible that Unit Owners who occupy Units may have different interests than those Unit Owners who do not occupy Units. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" subsection "Sales and Leases of Units" for details.)

Each Unit Owner has exclusive use, subject to any and all Residential Rules and Regulations implemented by the Condominium Board, of any Limited Common Element appurtenant to such Unit Owner's Unit, as shown on the Floor Plans included in Part II of the Plan, and is responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element (including any leaks which are not caused by the negligence of the Unit Owner having access to same) shall be charged to all Unit Owners as a Common Expense. The type, size, weight, location and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior approval of the Condominium Board and shall be in compliance with Law.

There are no limitations on who may purchase Units, except as set forth herein. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, limited liability company, an association, a trust or any other entity which is permitted to take title pursuant to Law. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute Purchase Agreements for one or more Units to any Person. Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's Initial Deposit thereunder (see the Section of the Plan entitled "Procedure to Purchase" for details). Sponsor will not accept an offer of purchase from an individual younger than 18 years of age or an incompetent under Law.

General

The Attorney General's office has not verified or approved the disclosure set forth above.

THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-Laws and the Condominium Act. They include the following:

“Additional Deposit” shall mean the deposit in an amount as applicable, (i) in the case of a Tenant-Purchaser, equal to 10% of the Purchase Price; or (ii) in the case of a Non-Tenant Purchaser, equal to 10% of the Purchase Price required to be delivered by Purchaser before the earlier to occur of (i) 6 months after the date the Purchase Agreement is executed; or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective.

“Adverse Effect,” or “adverse effect” shall mean any action or proposed change with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner’s access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit (excluding lot line windows) or (iv) otherwise materially diminish the use and enjoyment of the Unit.

“Appurtenant Interest” shall mean, 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 Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or rental of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

“Bona Fide Tenant” shall mean (a) a tenant in occupancy on the Filing Date; (b) a tenant with the right to renew a lease on the Filing Date; (c) a tenant who has the right to continued occupancy on the Filing Date; (d) a tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Unit or the Unit is not the tenant’s primary residence; or (e) a sublessee in occupancy on the Filing Date, provided however that (1) the tenant of record from whom such sublessee subleases does not qualify under the foregoing provisions (a)-(d) or (2) if the tenant of record from whom such sublessee subleases does qualify under the foregoing provisions (a)-(d), then such sublessee has obtained written permission to purchase the Unit from such tenant.

“Bona Fide Purchaser” shall mean, for the purpose of declaring the Plan effective, a Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser.

“Bona Fide Non-Tenant Purchaser” shall mean, for the purpose of declaring the Plan effective, any Purchaser who (i) is not a tenant in occupancy in the Building and (ii) represents that Purchaser or members of Purchaser’s immediate family intend(s) to occupy the Unit when it becomes vacant.

“Bona Fide Tenant Purchaser” shall mean, for the purpose of declaring the Plan effective, any Purchaser who (i) is a tenant in occupancy in the Building and (ii) represents that Purchaser or members of Purchaser’s immediate family intend(s) to occupy the Unit when it becomes vacant.

“Building” shall mean the building located at 393 West End Avenue, New York, New York 10024.

“Buildings Department” shall mean the office of the New York City Department of Buildings or any successor agency.

“By-Laws” shall mean the by-laws governing the operations of the Condominium, substantially in the form set forth as Exhibit D to the Declaration, as the same may be amended from time to time, substantially in the form as set forth in Part II of the Plan.

“Capital Repairs and Improvements Program” shall mean the program of estimated capital repairs and improvements described in the section of the Plan “Rights and Obligations of Sponsor,” subsection “Capital Repairs and Improvements Program.”

“Certificate of Occupancy” shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

“Closing” or “Closing of Title” shall mean the date, time, place and procedure by which, among other things, fee title to a Unit and its appurtenant Common Interest is conveyed pursuant to a fully-executed Purchase Agreement.

“Closing Date” shall mean the date on which a Closing occurs.

“Common Charges” shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses.

“Common Elements” shall mean the Property, other than the Units themselves, being comprised of the General Common Elements and the Limited Common Elements.

“Common Expenses” shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

“Common Interest” shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

“Condominium” shall mean 393 West End Avenue Condominium which will be established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws.

“Condominium Act” shall mean the New York Condominium Act, as amended from time to time (New York Real Property Law, Article 9-B).

“Condominium Board” shall mean the board of managers of the Condominium which will manage the affairs of the Condominium.

“Condominium Documents” shall mean the Declaration, the By-Laws, the Residential Rules and Regulations and the Floor Plans.

“Declarant” shall mean CS 393 LLC and its successors and assigns.

“Declaration” shall mean the instrument creating the Condominium, as the same may be amended from time to time, substantially in the form set forth in Part II of the Plan.

“Department of Law” shall mean the Real Estate Finance Bureau of the Department of Law of the State of New York.

“Deposits” shall mean, collectively, all deposits, advances and payments delivered by a Purchaser with or pursuant to an executed Purchase Agreement prior to the Closing of a Unit, including, without limitation, the Initial Deposit and Additional Deposit, but excluding Special Work Funds.

“Development Rights Owner” shall mean Sponsor or any Person which acquires all or any portion of the Excess Development Rights from Sponsor, if any.

“Effective Date” shall mean the date upon which the Plan is declared effective.

“Equal or Better Quality” shall mean comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

“Excess Development Rights” shall mean certain rights, as determined by the Zoning Resolution of the City of New York (“Zoning Resolution”), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot (“Combined Zoning Lot”) and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) “floor area” (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess “floor area” not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

“Exclusive Purchase Period” shall mean the exclusive 90 day period from the Presentation Date of the Plan within which a Bona Fide Tenant shall have the exclusive right to purchase the Unit the Bona Fide Tenant occupies on the Filing Date at the Purchase Price set forth on Schedule A and any subsequent exclusive purchase period which may be granted by Sponsor pursuant to an amendment to the Plan.

“Facilities” shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term “Facilities” shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets, davits and rigs for window cleaning.

“Family Members” shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, stepsiblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner’s Unit.

“Filing Date” shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

“First Annual Meeting” shall mean the first annual meeting of the Unit Owners.

“First Closing” shall mean the Closing of Title with respect to the first Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

“First Year of Condominium Operation” shall mean the first 12 months of operation of the Condominium beginning on the date of First Closing, which may be a calendar or fiscal year.

“First Year’s Budget” shall mean the Section of the Plan entitled “Schedule B - First Year’s Budget.” The First Year’s Budget is sometimes referred to as “Schedule B.”

“Floor Plans” shall mean the floor plans of the Units certified by a professional engineer or licensed architect, filed in the Register’s Office simultaneously with the recording of the Declaration, together with any supplemental or amended floor plans thereto.

“Force Majeure” shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor; however, for purposes of this definition, Sponsor’s lack of funds or inability to obtain financing are expressly excluded from the meaning of “any causes not within the control of Sponsor.”

“GBL” shall mean Section 352-e of the New York State General Business Law.

“General Common Elements” shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of all of the Units or all the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Floor Plans.

“General Common Expenses” shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

“Initial Deposit” shall mean a deposit in an amount equal to 10% of the Purchase Price required to be delivered by Purchaser at the time Purchaser executes a Purchase Agreement in an amount, as applicable, (i) in the case of a Tenant-Purchaser, equal to 10% of the Purchase Price; or (ii) in the case of a Non-Tenant-Purchaser, equal to 10% of the Purchase Price.

“Institutional Lender” shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher’s or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor.

“Institutional Mortgage” shall mean any Permitted Mortgage where the initial holder is either Sponsor or an Institutional Lender.

“Insurance Trustee” shall mean a bank or trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of \$500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

“Land” shall mean the land located in the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York as Block 1186, Lot 83 and more particularly described in Exhibit A to the Declaration.

“Law” shall mean any of the following which are applicable at the time in question: laws, ordinances and codes of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Buildings Department, the Landmarks Preservation Commission, 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 having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law.

“Licensee” shall mean a Purchaser who enters into a Storage Locker License.

“Limited Common Elements” shall mean those portions of the Property (other than the Units and the General Common Elements), existing for the use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Floor Plans.

“Majority of Unit Owners” shall mean Unit Owners representing more than fifty percent (50%) in aggregate Common Interests appurtenant to all Units or Unit Owners representing more than fifty percent (50%) in aggregate Common Interests of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

“Managing Agent” shall mean the management company or manager named in the Plan or any successor managing agent at the time in question.

“Mortgage Representative” shall mean not more than 3 representatives designated by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or the By-Laws.

“Non-Purchasing Tenant” shall mean a person who has not purchased a Unit under the Plan and who was a tenant entitled to possession at the time the Plan was declared effective or a person to whom a Unit is rented subsequent to the effective date. A person who sublets a Unit from a Purchaser under the Plan is not deemed a Non-Purchasing Tenant.

“Non-Tenant Purchaser” shall mean any Purchaser who is not a tenant in occupancy in the Building.

“Offeree” shall mean (a) a Purchaser who has executed and delivered a Purchase Agreement for a Unit and who is not in default thereunder, (b) a Unit Owner, and (c) any other Person who, pursuant to Law, is an offeree of the Plan.

“Permanent Certificate of Occupancy” or “PCO” shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

“Permitted Encumbrances” shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

“Permitted Mortgage” shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws.

“Permitted Mortgagee” shall mean any holder or guarantor of a Permitted Mortgage at the time in question.

“Permitted User” shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, invitee, licensee, contractor, Permitted Mortgagee or any other Person related, affiliated or designated by Sponsor, the Condominium Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner’s Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Condominium Documents; or (iv) Sponsor.

“Person” shall mean any natural person, partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

“Plan” shall mean that certain Condominium Offering Plan relating to the Property, as accepted for filing by the Department of Law pursuant to the GBL and any and all amendments thereto.

“Presentation Date” shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

“Property” shall mean the Land, the Building (and any structures attached thereto), the Units, all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

“Purchase Agreement” shall mean the agreement to purchase a Unit, the form of which is set forth in Part II of the Plan.

“Purchaser” shall mean any Person named as a Purchaser in a Purchase Agreement which has been duly executed by such Person and accepted by Sponsor.

“Register’s Office” shall mean the Office of the Register of the City of New York, County of New York.

“Rent Laws” shall mean, collectively, (i) the Emergency Tenant Protection Act of 1974, (ii) the New York City Rent Stabilization Law of 1969, (iii) the Rent Stabilization Code, (iv) New York City Rent Control Law, (v) any and all amendments to each of the foregoing, and (vi) as policies and procedures promulgated thereunder and any administration and/or judicial determinations and/or interpretations thereof, to the extent that any or all of the same shall apply to the Property.

“Resident Manager’s Unit” shall mean the Unit designated as the Resident Manager’s Unit in the Declaration.

“Residential Rules and Regulations” shall mean the Residential Rules and Regulations of the Condominium promulgated in accordance with the By-Laws, as any of such Rules and Regulations may be amended, added to, or deleted from time to time pursuant to the terms of the By-Laws.

“Sales Office” shall mean the sales office for Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time.

“Schedule A” shall mean the Section of the Plan entitled “Schedule A - Purchase Prices and Related Information.”

“Schedule B” shall mean the Section of the Plan entitled “Schedule B - First Year’s Budget.” Schedule B is sometimes referred to as the “First Year’s Budget.”

“Schedule B-1” shall mean the Section of the Plan entitled “Schedule B-1 for Individual Energy Costs.”

“Selling Agent” shall mean the selling agent named in the Plan or any successor Selling Agent at the time in question.

“Special Assessment” shall mean the charges allocated and assessed by the Condominium Board 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), in accordance with the By-Laws of the Condominium.

“Sponsor” shall mean CS 393 LLC and its successors and assigns as well as any Person(s) designated by Sponsor, in a writing to the Condominium Board or by amendment to the Plan, to retain Sponsor’s rights under the Plan and the Condominium Documents.

“Sponsor Control Period” shall mean the period ending on the earlier to occur of: (i) the Closing of Title with Purchasers under the Plan to Units having at least 51% of the aggregate Common Interest appertaining to all Units, or (ii) 5 years after the First Closing, or (iii) the date on which Sponsor otherwise exercises its right to relinquish voting control of the Condominium Board.

“Sponsor’s Lender” shall mean a Person, together with its successors, assigns and servicers, from whom Sponsor has procured or will have procured, an agreement for financing the acquisition and/or renovation or improvement of the Building or portions thereof.

“Sponsor’s Work” shall mean the work performed by Sponsor at the Property as described in the Plan, as amended, including, without limitation, combining Units and making certain capital repairs, replacements and cosmetic improvements.

“Storage Locker” shall mean any storage locker located in the Storage Locker Area and shall include the structural framework and materials out of which the storage locker is constructed. Each Storage Locker is a General Common Element. Any reference in the Plan to “owning a Storage Locker” means that the Unit Owner has entered into a Storage Locker License for the Storage Locker.

“Storage Locker Area” shall mean an area in the Building containing the Storage Lockers. The Storage Locker Area is a General Common Element.

“TCO” shall mean a temporary certificate of occupancy for the Building issued by the Buildings Department.

“Tenant-Purchaser” shall mean a Bona Fide Tenant who purchases the Unit which such Bona Fide Tenant occupied on the Filing Date of the Plan.

“Terrace” shall mean any terrace, balcony or garden which is appurtenant to a Unit as a Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers installed as part of the original construction of the Building. All such terraces, balconies or gardens are, collectively, referred to as the “Terraces.”

“Title Company” shall mean National Land Tenure Company, having an office at 950 Franklin Avenue, 2nd Floor, Garden City, New York 11530 (telephone: (516) 227-0800, facsimile: (516) 227-1160), or any successor Title Company at the time in question.

“Unit” shall mean any of the Units designated as a Unit in the Declaration together with its Common Interest. All such Units are, collectively, referred to as the “Units.”

“Unit Owner” shall mean any Person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are, collectively, referred to as the “Unit Owners.”

“Special Work Funds” shall mean all amounts expended by, or reimbursable to, Sponsor for upgrades or extras requested by Purchaser and agreed to in writing by Sponsor.

“Unsold Storage Locker” shall mean a Storage Locker owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Storage Lockers are, collectively, referred to as the “Unsold Storage Lockers.”

“Unsold Unit” shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the “Unsold Units.”

“Unsold Unit Owner” shall mean Sponsor or a principal of Sponsor and (if applicable) a Person designated by Sponsor.

“Zoning Resolution” shall mean the Zoning Resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to development of a zoning lot.

All capitalized terms used in Part I of the Plan not separately defined in Part I shall have the meanings ascribed thereto in the Plan, the Declaration or the By-Laws, as the case may be.

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

The following is a general description of the Property as well as certain facilities and services to be provided at the Condominium. For a more detailed description of the Property, see the “Description of Property and Building Condition” contained in Part II of the Plan.

Location

The Property is located at 393 West End Avenue in the Borough of Manhattan, City and State of New York.

General Description of the Property

The Condominium will consist of eighty-eight (88) Units (including a Resident Manager’s Unit) and fifteen (15) Storage Lockers located within a structure comprising sixteen (16) above-grade stories, one (1) below-grade level, one (1) roof level, and one (1) bulkhead. There is no thirteenth floor designation.

There will also be various amenities for the benefit of the Unit Owners and/or their tenants, as described in more detail in the following subsection entitled “Services and Facilities.”

Purchasers should refer to the “Description of Property and Building Condition” contained in Part II of the Plan for more details.

Units

There shall be eighty-eight (88) Units in the Condominium, the square footages of which are set forth on Schedule A and the locations of which are depicted in the Floor Plans set forth in Part II of the Plan.

Purchasers are urged to consult the Floor Plans and the “Description of Property and Building Condition” contained in Part II of the Plan for details regarding the Units.

Storage Lockers

The 15 Storage Lockers will be located in the Storage Locker Area of the Building, as set forth on the Floor Plans set forth in Part II of the Plan. The approximate square footages and Purchase Prices of the Storage Lockers are set forth on Schedule A. All costs and expenses associated with the operation and maintenance of the Storage Locker Areas shall be charged to the Licensees (including without limitation Sponsor in its role as the Licensee of Unsold Storage Lockers) as a Special Assessment. Although no license fees are being imposed with respect to Storage Locker Licenses at this time, the Condominium Board has the right to impose license fees in the future.

A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Sponsor, however, shall have the right to use any unassigned Storage Locker for any purpose permitted by Law or to change the permitted use of any unassigned Storage Locker, subject to the provisions of the By-Laws.

Except for Sponsor and the Condominium Board, a Storage Locker may not be licensed independently of a Unit.

Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium or the Unit Owners, use any Unsold Storage Locker for any purpose permitted by Law or to change the permitted use of an Unsold Storage Locker, subject to the provisions of the By-Laws.

Although the Storage Locker Area(s) are General Common Elements, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses located therein. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Locker Licenses.

Based upon market conditions, until such time as Sponsor has entered into a Purchase Agreement with respect to the sale of a Storage Locker, Sponsor reserves the right to withdraw the offering of any particular Storage Locker category and/or to reduce the number of Storage Locker Licenses offered within any such category. After such time that Sponsor has entered into a Purchase Agreement with respect to the sale of a Storage Locker, Sponsor may withdraw or reduce the offering of any Storage Lockers but only to the extent that such withdrawal or reduction does not affect any Storage Lockers already under contract. If, subject to the foregoing limitations, Sponsor elects to withdraw or reduce the offering of any Storage Lockers, then such withdrawal or reduction shall be disclosed by Sponsor in an amendment to the Plan, and Sponsor shall have the right to utilize such Storage Locker Area(s) for any use as determined by Sponsor in its sole discretion. Furthermore, in the event of such withdrawal or reduction, with respect only to Purchasers (i) who have not entered into Purchase Agreements for Storage Lockers and (ii) who have entered into Purchase Agreements for Storage Lockers unaffected by the withdrawal or reduction, such Purchasers shall not be relieved of any of their obligations under their respective Purchase Agreements as a result of such withdrawal or reduction, including without limitation the obligation to purchase the Unit.

There will not be an emergency generator in the Building. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any loss or damage in the Storage Locker Area or any other portion of the Building as a result of any power outages, temperature fluctuations, or other causes relating to the absence of an emergency generator.

A Storage Locker License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Storage Locker License is assigned to and assumed by another Unit Owner in accordance with the terms of the Storage Locker License and the Condominium Documents. A Licensee may also voluntarily surrender a Storage Locker License to the Condominium Board. The Condominium Board may elect to terminate a Storage Locker License in the event that the Licensee defaults in its obligations under the Storage Locker License beyond any applicable cure periods or as otherwise provided for in the Storage Locker License. Upon the surrender or termination (for any reason whatsoever) of a Storage Locker License, the Condominium Board shall have the right in its sole discretion to issue a new Storage Locker License for the Storage Locker to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

Purchasers should not purchase a Unit in reliance on the use or availability of any Storage Locker and Sponsor does not make any representation or guarantee of the availability of any particular Storage Locker.

Resident Manager's Unit

At, or subsequent to the First Closing, Sponsor shall sell Unit 1C to the Condominium to be used by the Resident Manager and designated as the Resident Manager's Unit. The Purchase Price of the Resident Manager's Unit is \$2,057,500. At the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser's share of the cost of the Resident Manager's Unit, plus all closing costs incurred in connection with the purchase of the Resident Manager's Unit, including, without limitation, recording fees, title insurance, legal fees, transfer taxes and other transaction fees (estimated to be approximately \$80,000) determined in accordance with the Common Interest of the Unit acquired, in proportion to the Common Interest of all Units (other than the Resident Manager's Unit). The amount of

each Purchaser's share of this closing cost is set forth in the Section of the Plan entitled "Schedule A – Purchase Prices and Related 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 Resident Manager's Unit be included in the total consideration deemed to have been paid by Purchaser at Closing, in which case additional transfer taxes may be payable by Purchaser

Sponsor reserves the right, in its sole discretion, to choose a different Unit other than Unit 1C to sell to the Condominium as the Resident Manager's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan and shall not result in an increase of each Purchaser's share of the cost of the Resident Manager's Unit by 25% or more.

All costs and expenses attributable to the Resident Manager's Unit, including utilities, parking fees, real estate taxes, cost of repairs, alterations and improvements shall be borne by all Unit Owners as a Common Expense.

Sponsor does not make any representation or guarantee that there will be a Resident Manager residing in the Building at the time of any Closing, except that Sponsor will comply with Law, including the Administrative Code of the City of New York, § 27-2052 et seq.

See the Section of the Plan entitled "Schedule B - Budget for First Year of Condominium Operation" for details regarding the costs of housing the Resident Manager.

Façade Inspection Safety Program

Set forth in Part II of the Plan is a copy of the Local Law 11.98 Report ("Local Law 11 Report") issued for the Building. The Façade Inspection Safety Program (formerly Local Law 11.98), which has been incorporated into the Administrative Code as section 28.302.1 ("FISP") shall apply to the Building. In accordance with FISP, the Condominium Board is responsible for scheduling inspections of the physical condition of the exterior walls and any terrace/balcony railings and guards (including fire escapes) of the Building and submitting a technical report thereof with the Buildings Department every five (5) years. The cost and expense thereof, including the cost of any repairs or maintenance to the façade or other parts of the Building as a result of such inspections, shall be borne by the Condominium and shall be charged to all Unit Owners as a Common Expense (subject to any rights by the Condominium Board to draw from the Working Capital Fund, in its sole discretion).

Services and Facilities

The services and facilities described below will be provided to Unit Owners and are included in the Common Charges, unless otherwise specified below. Reference should be made to the Description of Property and Building Condition set forth in Part II of the Plan for a more extensive description of the features of the Building and services of the Condominium.

(a) Residential Lobby / Building Entrance

There will be a residential lobby located on the first floor of the Building for the use and enjoyment of the residents. The residential lobby will be attended by a lobby attendant 24 hours a day, 7 days a week.

There is currently no intercom system installed in the Building between the Units and the lobby or front entrance. The section of the Plan entitled "Rights and Obligations of Sponsor" discloses Sponsor's reservation of rights to amend the Plan in order to disclose construction work with respect to vacant Unsold Units, including without limitation the right to install an intercom system with respect to vacant Unsold Units.

(b) Building Staff

The staff of the Condominium will be supervised by the Resident Manager. Purchasers should refer to the Footnotes to Schedule B for a complete description of the Building staff.

(c) Residential Elevator Service

All automatic passenger elevators will be in service 24 hours a day, 7 days a week, subject to temporary interruptions for repair or maintenance. Purchasers should refer to the Description of Property and Building Condition set forth in Part II for details concerning the passenger elevators.

Sponsor reserves the right to restrict access to any full floor Unit, solely to the individual owner/occupant of such Unit, by way of elevator lock off, or other means permissible by Law.

(d) Service Entrance

There will be a service entrance located on 79th Street. Hours of access to/use of the service entrance may be regulated by the Condominium Board in its sole discretion.

(e) Telecommunications

Charges for activating cable television, installing and attaching appropriate receptacles, additional installations and monthly usage charges will be determined by and payable directly to the cable company by each resident subscribing for and activating such service. Sponsor reserves the right to enter into an agreement with a service provider to provide a building wide internet access package, the monthly cost of which will be paid by the Condominium Board and billed to each Unit Owner as a Common Expense.

(f) Mail

All incoming mail will be delivered to the Building and will either, as determined by the Condominium Board, be delivered to the individual Units by Building staff or placed by the United States Postal Service in mail boxes located in the residential lobby of the Building.

(g) Smoke and Carbon Monoxide Detector/Sprinklers

A combination smoke and carbon monoxide detector is provided in each Unit in compliance with the Law. Additionally, the Building will be fully sprinklered in compliance with the Law.

(h) Bicycle Storage Area

The bicycle storage area will be located on the cellar floor and will include both interior and outdoor bicycle storage spaces, all of which will be available to residents on a first-come, first-serve basis. No guarantees are made that a bicycle storage space will be available for any particular resident at any specific time.

(i) Laundry Facilities

There will be a laundry room in the basement of the Building for the use of the residents, which will contain card-operated washing machines and dryers. The use and availability of the washing machines and dryers are first-come, first-serve. Sponsor reserves the right to substitute the type of washing machine or dryer for a model that is coin-operable or utilizes an alternative payment mechanism.

(j) Select Amenities

The Condominium shall include a Common Outdoor Space (as such term is defined below), a fitness center (including a yoga room), a children's playroom, and a residential lounge (collectively, "Select Amenities") for the use and enjoyment of the Unit Owners. The use and enjoyment of the Select Amenities

may be extended to any tenants of Unit Owners (including non-purchasing tenants) provided that such tenants pay to the Condominium a monthly “amenities usage” fee (“Fee-Paying Tenants”) in such amount as may be determined by the Condominium Board in accordance with Law.

The Select Amenities are described further as follows:

- *Common Outdoor Space*

A common rooftop terrace is currently located on the roof of the Building for the use and enjoyment of current Fee-Paying Tenants. Purchasers are advised that Sponsor’s Work contemplates converting the area of the roof that was previously used for the common rooftop terrace into private Terraces appurtenant to Units and/or inaccessible rooftop areas – in which event, in lieu of a common rooftop terrace, Sponsor shall construct for the use and enjoyment of Unit Owners and Fee-Paying Tenants a common courtyard located on the ground floor of the Building, which shall include landscaping to promote a visually aesthetic appearance. The common rooftop terrace or the common courtyard, as applicable, is hereafter referred to as the “Common Outdoor Space.”

The use and availability of the Common Outdoor Space shall be subject to regulation by the Condominium Board, including without limitation (i) restrictions concerning the number of people permitted on the terrace at one time, (ii) noise constraints, (iii) prohibitions from utilizing glassware, (iv) restrictions concerning access during certain hours and/or inclement weather; and (v) a requirement for a chaperone for children under the age of 18.

- *Fitness Center, Playroom, and Lounge*

A fitness center (including a yoga room) will be located in the basement of the Building for the use and enjoyment of the Unit Owners and Fee-Paying Tenants. Purchasers should refer to the “Description of Property and Building Condition” set forth in Part II of the Plan for more details relating to the fitness center. Sponsor reserves the right to substitute any models or types of exercise equipment specified therein for models or types of Equal or Better Quality.

The Building shall also contain a children’s playroom and a residential lounge, for the use and enjoyment of the Unit Owners and Fee-Paying Tenants.

(k) Heating, Ventilation, and Air Conditioning

As reflected in the section of the Plan entitled “Rights and Obligations of Sponsor,” the HVAC equipment and ductwork are not included in the Capital Repairs and Improvements Program but rather shall be conveyed to the Condominium Board in their “as is” condition. All HVAC condensing units are located on the roof and shall comprise General Common Elements, and the maintenance thereof shall be performed by the Condominium Board and borne by all Unit Owners as a Common Expense.

Purchasers are advised that the HVAC system shall not be used to furnish heat but rather shall only be used to provide air conditioning in the Units. For furnishing heat to the Units, the existing steam radiators that are currently installed in the Units (which shall also be conveyed in their “as is” condition) shall be used.. While Sponsor does not intend the HVAC system to be used for heat at any time, for disclosure purposes, Purchasers are advised that a single HVAC condensing unit may be shared by more than one Unit and that each HVAC condensing unit can only run one function (i.e. heat or air conditioning) at a time. This means that, if for any reason the current heating and cooling structure in the Building is modified such that the HVAC system is utilized to provide heat in lieu of the steam radiators (which Sponsor does not anticipate nor recommend), any two Units sharing a single HVAC condensing unit will not be able to simultaneously run the heat in one Unit and air conditioning in the other. While Sponsor cannot make any representations or guarantees in terms of the Condominium Board’s decisions upon the expiration of the Sponsor Control Period, nevertheless Sponsor does not foresee any reason for the Condominium Board to make such a modification and therefore does not believe this constitutes a special risk to the Property.

General

All of the common amenity areas in the Building will be subject to regulation by the Condominium Board in its sole discretion. Guests shall be prohibited from using any amenities unless they are accompanied by the authorized user of such amenity (i.e. resident, Unit Owner, or Fee-Paying Tenant, as applicable). In addition, use of the services and facilities are subject to such Rules and Regulations as may be promulgated from time to time by the Condominium Board, including, without limitation, the right to impose usage fees and restrictions on hours of access, use and/or service, as applicable.

To the extent required by Law, the Board is prohibited from taking any action to modify, diminish or eliminate any or all of the amenities to the extent that such action would constitute a reduction in service for any tenant or otherwise diminish any tenant's legal rights, as defined in the Rent Stabilization Law and Code and as determined by the New York State Division of Housing and Community Renewal and/or a court of competent jurisdiction. In the event such a modification, diminution or elimination of any amenity results in a reduction in the amount of rent which may lawfully be collected from any tenant, the Common Charges payable by the affected Unit Owner for any affected unit shall be commensurately reduced.

The Building will be maintained, operated and staffed in a manner to be determined by the Condominium Board. Prospective Purchasers are urged to carefully review Schedule B in Part I of the Plan and the "Description of Property and Building Condition" set forth in Part II of the Plan, for a description of the services presently being provided. Sponsor makes no representation that the aforesaid services will continue to be provided. Notwithstanding the foregoing, however, the Condominium Board shall at all times maintain, operate and staff the Building in compliance with, and subject to, all applicable Laws and any rights of Non-Purchasing Tenants under the GBL. Except as otherwise consented to in writing by Sponsor, the Condominium Board shall operate the Property at the same level of services as those supplied on the date of recording the Declaration in accordance with the Rent Laws, provided only if any Units are subject to Rent Laws on such date and only for so long as any Units are subject to the Rent Laws, except for those services, if any, that are the obligation of Sponsor to provide under the terms of the Declaration or the Plan. The Condominium Board shall not impose any charge or fee against the tenants or occupants of the Units owned by Sponsor or against Sponsor on account of any services provided to such tenants and occupants unless Sponsor is entitled and thereafter permitted by the Rent Laws to impose such charge or fee against such tenants or occupants. Such permitted charge or fee may be increased by the Condominium Board, but only to the extent Sponsor or the owner of the occupied Units would be entitled and thereafter permitted to charge its tenants or occupants such increased charges or fees under the Rent Laws. If, as the result of the aforesaid limitations on the Condominium Board, the amount of such charges or fees collected is insufficient to cover the cost of providing such service(s), then such additional cost will be included in Common Charges and borne by all Unit Owners based on their Common Interest.

Purchasers are advised that some of the services and facilities described in the Plan (such as a full staff of Building personnel and usage of certain amenity areas) may not be available until approximately 12 months after the First Closing. Purchasers should also be aware that the hours and dates for move-ins, move-outs and/or alterations, as well as the use of the passenger and/or service elevators, will be restricted during the period that Sponsor is performing work in the Building. Purchasers will not be entitled to any credit or abatement against the Purchase Price or Common Charges if any of the services and/or facilities are not available for use on or after Purchaser's Closing. The Condominium Board shall have the right, but not the obligation, in its sole and absolute discretion, to adjust the First Year's Budget to reduce the Common Charges for the period in which such services and/or facilities are not available.

Except as otherwise noted above, and except as otherwise required under the Rent Laws (if and to the extent applicable), all determinations with respect to the continuance of services and Facilities for the Building will be made by the Condominium Board, which, until the expiration of the Sponsor Control Period, will be controlled by Sponsor (see the Section of the Plan entitled "Control by Sponsor").

While the Units and Common Elements are currently being offered “as is” (subject to the terms and conditions of the Plan), Sponsor reserves the unconditional right to file one or more amendments to the Plan in order to disclose construction work with respect to vacant Unsold Units and Common Elements, including without limitation: (i) with respect to vacant Unsold Units or Unsold Units that become vacant at any point, if any: renovating and combining vacant Units and/or (prior to the recordation of the Declaration) incorporating common areas into such Units, and (ii) with respect to the common areas, amenities, Storage Lockers, and facilities: renovating the residential lobby, corridors, elevators, and other portions of the Building, including without limitation installing light fixtures, painting, refinishing, hanging wall coverings, installing wiring, performing capital replacements and repairs, laying carpeting, installing intercom systems between the lobby and certain Units, adding on additional levels to the building (to create additional penthouse units), and incorporating areas of the roof (formerly serving as amenity spaces) into one or more vacant Units (collectively, as applicable, “Sponsor’s Work”). Without limiting the generality of the foregoing paragraph, the following potential construction projects are included within the scope of “Sponsor’s Work:” (a) the area of the rooftop that has been previously used as a common terrace is contemplated to be converted into private Terraces appurtenant to Units and/or inaccessible rooftop areas, and in which event, in lieu of a rooftop terrace, Sponsor shall construct for the use and enjoyment of Unit Owners and fee-paying tenants a common courtyard located on the ground floor of the Building, which shall include landscaping to promote a visually aesthetic appearance, and/or (b) one or more penthouse units are contemplated to be added (including without limitation by adding another level onto the building and/or reconfiguring the existing penthouse levels), which may require the following additional work to be performed (which are also expressly included within the definition of “Sponsor’s Work”): (x) the relocation of one or more air conditioning condensers currently situated on the roof, in which event – to compensate for any temporary interruption to such service – Sponsor shall provide such affected residents with a temporary substitution for air conditioning (for example, by providing a window air conditioner or floor-mounted air conditioner, etc.), and (y) the removal of the staff bathroom and the reduction in size of the laundry room (which may result in the removal of one or more washing machines or dryers) located in the cellar in order to create additional mechanical space or other necessary service space. (With respect thereto, Purchaser should note that all apartments except the rent-regulated apartments currently contain their own washing machine and dryer.)

The Units and their appurtenant Common Elements are being sold “as is” to Tenant-Purchasers in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and further subject to Sponsor’s obligations to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in the Plan; and to all Purchasers of vacant Units “as is” in the condition in which they exist on the Closing Date of such Unit. As Units become vacant, Sponsor may sell such Unit “as is” or may renovate such Unit. In the event that Sponsor discovers that the layout or dimensions of any Unit that becomes vacant varies materially from the corresponding Floor Plan in Part II of the Plan, Sponsor will amend the Plan to correct such Floor Plan. Purchasers should note that any Floor Plan or sketch shown to a prospective Purchaser (including those set forth in the Plan) is only an approximation of the dimensions (within reasonable tolerances) and layout of each Unit. While the Floor Plans are meant to reflect existing conditions, the actual layout of an occupied Unit may have been altered by the tenant; accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. All Units sold by Sponsor will comply with New York City Building Code as of the date of Closing. The signing of the Purchase Agreement signifies Purchaser’s acceptance of the condition of the Property (as represented by Sponsor in the Plan) including, but not limited to, the Unit, the Storage Lockers, the Building and all Common Elements contained in the Building. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Storage Lockers, the Building or the Common Elements, except as may otherwise be set forth in the Plan.

Purchasers should refer to the Description of Property and Building Condition in Part II of the Plan for (a) Sponsor’s Architect’s description of the condition of the Building, and (b) a list of violations listed as “active” on the NYC Building Information System. Sponsor shall exercise good faith efforts to

resolve violations prior to the First Closing, and in any event all violations shall be resolved no later than the issuance of the PCO.

LOCATION AND AREA INFORMATION

Location

The Property is located at 393 West End Avenue in the Borough of Manhattan in the City and State of New York. The Property is bounded by 79th Street and West End Avenue.

Surrounding Area, Shopping, Culture and Recreation

Located in close proximity to the Condominium are luxury residences, office buildings, museums, art galleries, hotels, parks, and retail establishments, including supermarkets, drugstores, dry cleaners and banks.

There are also many museums, libraries, theaters, and cultural institutions in the New York area.

Transportation

New York City is served by three major airports: LaGuardia Airport, Kennedy International Airport and Newark Liberty International Airport. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Station, located at Lexington Avenue and 42nd Street.

Transportation to and from the Condominium, and through New York City, is available by taxi, limousine, private automobiles, subway or bus. A number of commercial parking garages are located nearby. Sponsor makes no representations concerning the continued existence of any of the named transportation lines.

Medical, Educational, and Religious Facilities

A number of medical centers are located within close proximity to the Building, such as New York Hospital, Weill-Cornell Medical Center, Memorial Sloan Kettering, Lenox Hill Hospital, New York University Langone Medical Center, Mount Sinai Medical Center and Columbia University Presbyterian Medical Center.

Private schools, public schools and parochial schools on the elementary, middle school and high school levels are located within walking distance of the Condominium. There are many colleges, universities, and other educational centers available in the New York City area.

There are houses of worship of most major denominations in the vicinity of the Condominium. Sponsor makes no representations concerning the continued existence of any of the named establishments.

Municipal Services

The City of New York will provide water, sanitation, police and fire services to the Building.

The local police station is located at 120 West 82nd Street, New York, New York.

The local fire station is located at 205 West 77th Street, New York, New York.

Mailing Address

The mailing address for the Building is 393 West End Avenue, New York, New York 10024.

Zoning

The Property is located within a R10A zoning district in which residential use is permitted.

The Building is not located in a flood zone. Purchasers are advised that while the New York City flood zone map is being updated post-Super Storm Sandy, it is not currently contemplated that such updates will relocate the Building into a flood zone. Notwithstanding the foregoing, Sponsor makes no representations or guarantees as to whether New York City will change, revise, or otherwise update the flood zone maps at any point in a way that may affect the Property.

Landmark Designation

The Building does not have landmark status but is located in a landmark district and is therefore subject to approval by the Landmarks Preservation Commission for façade alterations.

General

Sponsor does not make any representations to the continued existence of any of the named establishments or transportation lines. Sponsor is currently not participating in any development projects within a one-block radius of the Building. Additionally, no representation is made that future construction in the neighborhood surrounding the Property will not result in the obstruction of the views from any windows and/or Terraces. No representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows and/or Terraces in the Building.

In the event Sponsor engages in any development project that will be immediately adjacent to or directly across the street from the Condominium, and such project has a material impact on the Condominium (e.g. impairment of views or closing of lot line windows), Sponsor shall disclose any such material change in an amendment to the Plan within a reasonable period of time. While Sponsor is under no obligation to undertake any inquiry into whether any development project that will be immediately adjacent to or directly across the street from the Condominium are planned or underway by a party other than Sponsor, in the event that Sponsor becomes aware that such other party has engaged in a development project that will be immediately adjacent to or directly across the street from the condominium, and such project has a material impact on the Condominium (e.g. impairment of views or closing of lot line windows), Sponsor shall endeavor to disclose the changes in an amendment to the Plan within a reasonable period of time after Sponsor obtains actual knowledge thereof.

SCHEDULE A – PURCHASE PRICES OF UNITS AND RELATED INFORMATION

393 WEST END AVENUE CONDOMINIUM
A CONDOMINIUM LOCATED AT 393 WEST END AVENUE NEW YORK, NY 10024
SCHEDULE A

Estimated Offering Prices and Related Information
All Projected Charges are for the Twelve-Month Period
Commencing 6/1/2021 - 5/31/2022 ("First Year")

Unit (1)	Vacancy and Rent Status (1)	Bedrooms/ Bathrooms (1)	Approximate Gross Square Footage of Unit (2)	Approximate Square Footage of Limited Common Elements (Balcony, Terrace, Yard) (2)	Offering Price (3)	Percentage of Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes First Year (6)	Estimated Annual Real Estate Taxes First Year (6)	Estimated Total Monthly Common Charges and Real Estate Taxes First Year (7)	Estimated Total Annual Common Charges and Real Estate Taxes First Year (7)	Estimated Total Annual Common Charges and Real Estate Taxes First Year (7)	Resident Manager's Unit Purchase Contribution (8)
1A	LT	2/2	1,352	0	\$ 2,203,500	1.2247%	\$ 1,482.25	\$ 17,787.01	\$ 1,659.72	\$ 19,916.68	\$ 3,141.97	\$ 37,703.68	\$ 4,801.70	\$ 25,198.86
1B	V	0/1.5	947	0	\$ 1,582,000	0.8579%	\$ 1,038.23	\$ 12,458.80	\$ 1,162.54	\$ 13,950.51	\$ 2,007.78	\$ 26,409.31	\$ 3,563.32	\$ 17,650.39
1C*	M	2/2.5	1,158	0	\$ 1,977,500	1.0490%	\$ 1,269.56	\$ 15,234.73	\$ 1,421.57	\$ 17,058.81	\$ 2,691.13	\$ 32,293.54	\$ 4,112.70	\$ 21,583.05
1D	V	1/1	792	0	\$ 1,356,000	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
1E	RC	1/1	917	0	\$ 1,525,500	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
1F	RC	1/1	1,007	0	\$ 1,610,250	0.9122%	\$ 1,104.01	\$ 13,248.16	\$ 1,236.20	\$ 14,834.39	\$ 2,340.21	\$ 28,082.55	\$ 3,576.41	\$ 18,768.68
2A	M	1/1	818	0	\$ 1,440,750	0.7410%	\$ 896.81	\$ 10,761.66	\$ 1,004.18	\$ 12,050.18	\$ 1,900.99	\$ 22,811.84	\$ 2,905.17	\$ 15,246.06
2B	RS	1/1	872	0	\$ 1,525,500	0.7899%	\$ 956.01	\$ 11,472.09	\$ 1,070.47	\$ 12,845.67	\$ 2,026.48	\$ 24,317.76	\$ 3,096.95	\$ 16,252.52
2C	LT	1/1	1,069	0	\$ 1,921,000	0.9684%	\$ 1,171.99	\$ 14,063.84	\$ 1,312.31	\$ 15,747.73	\$ 2,484.30	\$ 29,811.57	\$ 3,796.61	\$ 19,924.25
2D	RS	2/1.5	1,192	0	\$ 2,203,500	1.0798%	\$ 1,306.84	\$ 15,682.03	\$ 1,463.31	\$ 17,559.67	\$ 2,770.14	\$ 33,241.71	\$ 4,233.45	\$ 22,216.75
2E	RS	1/1	792	0	\$ 1,440,750	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
2F	V	1/1	917	0	\$ 1,553,750	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
2G	RS	1/1	1,007	0	\$ 1,779,750	0.9122%	\$ 1,104.01	\$ 13,248.16	\$ 1,236.20	\$ 14,834.39	\$ 2,340.21	\$ 28,082.55	\$ 3,576.41	\$ 18,768.68
3A	RS	1/1	819	0	\$ 1,469,000	0.7419%	\$ 897.90	\$ 10,774.82	\$ 1,005.41	\$ 12,064.91	\$ 1,903.31	\$ 22,839.73	\$ 2,906.77	\$ 15,264.69
3B	V	2/2	866	0	\$ 1,553,750	0.7845%	\$ 949.43	\$ 11,393.16	\$ 1,063.11	\$ 12,757.28	\$ 2,012.54	\$ 24,150.44	\$ 3,075.64	\$ 16,140.69
3C	V	2/1	1,011	0	\$ 1,808,000	0.9158%	\$ 1,108.40	\$ 13,300.79	\$ 1,241.11	\$ 14,893.31	\$ 2,349.51	\$ 28,194.10	\$ 3,590.62	\$ 18,843.23
3D	V	1/1	872	0	\$ 1,497,250	0.7899%	\$ 956.01	\$ 11,472.09	\$ 1,070.47	\$ 12,845.67	\$ 2,026.48	\$ 24,317.76	\$ 3,096.95	\$ 16,252.52
3E	V	1/1	890	0	\$ 1,525,500	0.8062%	\$ 975.74	\$ 11,708.90	\$ 1,092.57	\$ 13,110.83	\$ 2,068.31	\$ 24,819.73	\$ 3,160.88	\$ 16,588.01
3F	RS	1/1	792	0	\$ 1,452,050	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
3G	V	1/1	917	0	\$ 1,666,750	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
3H	V	1/1	995	0	\$ 1,779,750	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
4A	M	2/1	823	0	\$ 1,553,750	0.7455%	\$ 902.29	\$ 10,827.44	\$ 1,010.32	\$ 12,123.84	\$ 1,912.61	\$ 22,921.28	\$ 2,922.93	\$ 15,339.25
4B	RS	1/1	872	0	\$ 1,582,000	0.7899%	\$ 956.01	\$ 11,472.09	\$ 1,070.47	\$ 12,845.67	\$ 2,026.48	\$ 24,317.76	\$ 3,096.95	\$ 16,252.52
4C	RS	1/1	1,005	0	\$ 1,836,250	0.9104%	\$ 1,101.82	\$ 13,221.85	\$ 1,233.74	\$ 14,804.93	\$ 2,335.56	\$ 28,026.78	\$ 3,569.31	\$ 18,731.40
4D	V	1/1	875	0	\$ 1,582,000	0.7926%	\$ 959.30	\$ 11,511.56	\$ 1,074.16	\$ 12,889.86	\$ 2,033.45	\$ 24,401.42	\$ 3,107.61	\$ 16,308.43
4E	V	1/1.5	925	0	\$ 1,678,050	0.8379%	\$ 1,014.11	\$ 12,169.36	\$ 1,135.54	\$ 13,626.42	\$ 2,149.65	\$ 25,795.79	\$ 3,285.18	\$ 17,240.34
4F	M	1/1	792	0	\$ 1,497,250	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
4G	RC	1/1	917	0	\$ 1,695,000	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
5A	RS	1/1	819	0	\$ 1,598,950	0.7419%	\$ 897.90	\$ 10,774.82	\$ 1,005.41	\$ 12,064.91	\$ 1,903.31	\$ 22,839.73	\$ 2,906.77	\$ 15,264.69
5B	LT	1/1	872	0	\$ 1,666,750	0.7899%	\$ 956.01	\$ 11,472.09	\$ 1,070.47	\$ 12,845.67	\$ 2,026.48	\$ 24,317.76	\$ 3,096.95	\$ 16,252.52
5C	M	4/3.5	1,928	0	\$ 4,689,500	1.7465%	\$ 2,113.74	\$ 25,364.90	\$ 2,666.82	\$ 28,401.89	\$ 4,480.57	\$ 53,766.79	\$ 6,847.39	\$ 35,934.47
5D	RC	1/1	887	0	\$ 1,751,500	0.8035%	\$ 972.45	\$ 11,669.43	\$ 1,088.89	\$ 13,066.64	\$ 2,061.34	\$ 24,736.07	\$ 3,150.23	\$ 16,532.09
5E	M	1/1	792	0	\$ 1,553,750	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
5F	LT	1/1	917	0	\$ 1,779,750	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
5G	V	1/1	995	0	\$ 1,915,350	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
6A	M	3/3.5	1,685	0	\$ 4,350,500	1.5264%	\$ 1,847.33	\$ 22,167.98	\$ 2,068.52	\$ 24,822.19	\$ 3,915.85	\$ 46,990.17	\$ 5,984.36	\$ 31,405.38
6B	M	3/2.5	1,542	0	\$ 3,955,000	1.3968%	\$ 1,690.55	\$ 20,286.66	\$ 1,892.97	\$ 22,715.62	\$ 3,583.52	\$ 43,002.28	\$ 5,476.49	\$ 28,740.12
6C	M	2/2.5	1,266	0	\$ 2,938,000	1.1468%	\$ 1,387.97	\$ 16,655.58	\$ 1,554.15	\$ 18,649.79	\$ 2,942.11	\$ 35,305.37	\$ 4,496.26	\$ 23,595.97
6D	RS	1/1	792	0	\$ 1,610,250	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
6E	RS	1/1	917	0	\$ 1,836,250	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
6F	M	1/1.5	995	0	\$ 1,977,500	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
7A	V	1/1	818	0	\$ 1,638,500	0.7410%	\$ 896.81	\$ 10,761.66	\$ 1,004.18	\$ 12,050.18	\$ 1,900.99	\$ 22,811.84	\$ 2,905.17	\$ 15,246.06
7B	V	1/1	868	0	\$ 1,791,050	0.7863%	\$ 951.62	\$ 11,419.47	\$ 1,065.56	\$ 12,786.74	\$ 2,017.18	\$ 24,206.21	\$ 3,082.75	\$ 16,177.97
7C	LT	1/1	997	0	\$ 2,034,000	0.9031%	\$ 1,093.05	\$ 13,116.60	\$ 1,223.92	\$ 14,687.08	\$ 2,316.97	\$ 27,803.68	\$ 3,540.90	\$ 18,582.30
7D	M	3/3.5	1,804	0	\$ 4,520,000	1.6342%	\$ 1,977.80	\$ 23,733.55	\$ 2,214.60	\$ 26,575.21	\$ 4,192.40	\$ 50,308.76	\$ 6,407.00	\$ 33,623.33

Unit (1)	Vacancy and Rent Regulatory Status (1)	Bedrooms/ Bathrooms (1)	Approximate Gross Square Footage of Unit (2)	Approximate Square Footage of Limited Common Elements (Balcony, Terrace, Yard) (2)	Offering Price (3)	Percentage of Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Monthly Real Estate Taxes First Year (6)	Estimated Annual Real Estate Taxes First Year (6)	Estimated Total Monthly Common Charges and Real Estate Taxes First Year (7)	Estimated Total Annual Common Charges and Real Estate Taxes First Year (7)	Estimated Total Annual Common Charges and Real Estate Taxes First Year (7)	Resident Manager's Unit Purchase Contribution (8)
7E	V	3/3	1,620	0	\$ 4,181,000	1.4675%	\$ 1,776.07	\$ 21,312.83	\$ 1,988.72	\$ 23,864.66	\$ 3,764.79	\$ 45,177.49	\$ 5,753.51	\$ 30,193.90
7F	M	2/2	1,093	0	\$ 2,599,000	0.9901%	\$ 1,198.30	\$ 14,379.58	\$ 1,341.77	\$ 16,101.28	\$ 2,540.07	\$ 30,480.86	\$ 3,881.84	\$ 20,371.56
8A	V	1/1	818	0	\$ 1,695,000	0.7410%	\$ 896.81	\$ 10,761.66	\$ 1,004.18	\$ 12,050.18	\$ 1,900.99	\$ 22,811.84	\$ 2,905.17	\$ 15,246.06
8B	LT	1/1	868	0	\$ 1,864,500	0.7863%	\$ 951.62	\$ 11,419.47	\$ 1,065.56	\$ 12,786.74	\$ 2,017.18	\$ 24,206.21	\$ 3,082.75	\$ 16,177.97
8C	M	3/2.5	1,530	0	\$ 3,955,000	1.3860%	\$ 1,677.40	\$ 20,128.79	\$ 1,878.24	\$ 22,538.84	\$ 3,555.64	\$ 42,667.63	\$ 5,433.87	\$ 28,516.46
8D	M	2/2.5	1,267	0	\$ 3,107,500	1.1477%	\$ 1,389.06	\$ 16,668.74	\$ 1,555.38	\$ 18,664.52	\$ 2,944.44	\$ 35,333.26	\$ 4,499.81	\$ 23,614.61
8E	V	3/3	1,620	0	\$ 4,237,500	1.4675%	\$ 1,776.07	\$ 21,312.83	\$ 1,988.72	\$ 23,864.66	\$ 3,764.79	\$ 45,177.49	\$ 5,753.51	\$ 30,193.90
8F	M	2/2	1,093	0	\$ 2,599,000	0.9901%	\$ 1,198.30	\$ 14,379.58	\$ 1,341.77	\$ 16,101.28	\$ 2,540.07	\$ 30,480.86	\$ 3,881.84	\$ 20,371.56
9A	RC	1/1	818	0	\$ 1,921,000	0.7410%	\$ 896.81	\$ 10,761.66	\$ 1,004.18	\$ 12,050.18	\$ 1,900.99	\$ 22,811.84	\$ 2,905.17	\$ 15,246.06
9B	M	2/2	866	0	\$ 2,203,500	0.7845%	\$ 949.43	\$ 11,393.16	\$ 1,063.11	\$ 12,757.28	\$ 2,012.54	\$ 24,150.44	\$ 3,075.64	\$ 16,140.69
9C	RC	2/2	1,536	0	\$ 3,672,500	1.3914%	\$ 1,683.98	\$ 20,207.72	\$ 1,885.60	\$ 22,627.23	\$ 3,569.58	\$ 42,834.95	\$ 5,455.18	\$ 28,628.29
9D	V	2/2.5	1,267	0	\$ 3,164,000	1.1477%	\$ 1,389.06	\$ 16,668.74	\$ 1,555.38	\$ 18,664.52	\$ 2,944.44	\$ 35,333.26	\$ 4,499.81	\$ 23,614.61
9E	V	3/2	1,707	0	\$ 4,294,000	1.5463%	\$ 1,871.45	\$ 22,457.41	\$ 2,095.52	\$ 25,146.28	\$ 3,966.97	\$ 47,603.69	\$ 6,062.50	\$ 31,815.43
9F/9G	LT	1/1.5	995	0	\$ 2,486,000	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
10A	V	4/3.5	2,239	0	\$ 5,932,500	2.0382%	\$ 2,454.70	\$ 29,456.44	\$ 2,748.61	\$ 32,983.31	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
10B	V	4/3.5	2,250	0	\$ 5,989,000	2.0382%	\$ 2,466.76	\$ 29,601.16	\$ 2,762.11	\$ 33,145.36	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
10C	V	3/3	1,620	0	\$ 4,350,500	1.4675%	\$ 1,776.07	\$ 21,312.83	\$ 1,988.72	\$ 23,864.66	\$ 3,764.79	\$ 45,177.49	\$ 5,753.51	\$ 30,193.90
10D	M	2/2	1,093	0	\$ 2,655,500	0.9901%	\$ 1,198.30	\$ 14,379.58	\$ 1,341.77	\$ 16,101.28	\$ 2,540.07	\$ 30,480.86	\$ 3,881.84	\$ 20,371.56
11A	M	4/3.5	2,239	0	\$ 5,989,000	2.0382%	\$ 2,454.70	\$ 29,456.44	\$ 2,748.61	\$ 32,983.31	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
11B	M	4/3.5	2,250	0	\$ 6,045,500	2.0382%	\$ 2,466.76	\$ 29,601.16	\$ 2,762.11	\$ 33,145.36	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
11C	M	3/2	1,712	0	\$ 4,407,000	1.5508%	\$ 1,876.93	\$ 22,523.19	\$ 2,101.66	\$ 25,219.93	\$ 3,978.59	\$ 47,743.12	\$ 6,080.25	\$ 31,908.62
11D	RS	1/1	1,007	0	\$ 2,542,500	0.9122%	\$ 1,104.01	\$ 13,248.16	\$ 1,236.20	\$ 14,834.39	\$ 2,340.21	\$ 28,082.55	\$ 3,576.41	\$ 18,768.68
12A	M	4/3.5	2,239	0	\$ 6,102,000	2.0382%	\$ 2,454.70	\$ 29,456.44	\$ 2,748.61	\$ 32,983.31	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
12B	M	4/3.5	2,250	0	\$ 6,158,500	2.0382%	\$ 2,466.76	\$ 29,601.16	\$ 2,762.11	\$ 33,145.36	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
12C	M	1/1	792	0	\$ 2,034,000	0.7174%	\$ 868.30	\$ 10,419.61	\$ 972.26	\$ 11,667.17	\$ 1,840.56	\$ 22,086.77	\$ 2,812.83	\$ 14,761.46
12D	RS	1/1	917	0	\$ 2,316,500	0.8307%	\$ 1,005.34	\$ 12,064.12	\$ 1,125.71	\$ 13,508.57	\$ 2,131.06	\$ 25,572.69	\$ 3,256.77	\$ 17,091.24
12E	LT	1/1	995	0	\$ 2,429,500	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
14A	M	4/3.5	2,239	0	\$ 6,215,000	2.0382%	\$ 2,454.70	\$ 29,456.44	\$ 2,748.61	\$ 32,983.31	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
14B	M	4/3.5	2,250	0	\$ 6,271,500	2.0382%	\$ 2,466.76	\$ 29,601.16	\$ 2,762.11	\$ 33,145.36	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
14C	M	3/3	1,705	0	\$ 4,500,000	1.5445%	\$ 1,869.26	\$ 22,431.10	\$ 2,093.07	\$ 25,116.82	\$ 3,962.33	\$ 47,547.91	\$ 6,053.39	\$ 31,778.15
14D	V	1/1.5	995	0	\$ 2,486,000	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
PH3A	M	4/3.5	2,239	0	\$ 6,328,000	2.0382%	\$ 2,454.70	\$ 29,456.44	\$ 2,748.61	\$ 32,983.31	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
PH3B	M	4/3.5	2,250	0	\$ 6,384,500	2.0382%	\$ 2,466.76	\$ 29,601.16	\$ 2,762.11	\$ 33,145.36	\$ 5,203.31	\$ 62,439.75	\$ 7,951.92	\$ 41,730.95
PH3C	M	3/2	1,712	0	\$ 4,600,000	1.5508%	\$ 1,876.93	\$ 22,523.19	\$ 2,101.66	\$ 25,219.93	\$ 3,978.59	\$ 47,743.12	\$ 6,080.25	\$ 31,908.62
PH3D	RS	1/1	995	0	\$ 2,655,500	0.9013%	\$ 1,090.86	\$ 13,090.29	\$ 1,221.47	\$ 14,657.61	\$ 2,312.33	\$ 27,747.90	\$ 3,533.79	\$ 18,545.02
PH2A	M	4/3	2,688	0	\$ 7,650,000	2.4350%	\$ 2,946.96	\$ 35,363.51	\$ 3,299.80	\$ 39,597.65	\$ 6,246.76	\$ 74,961.17	\$ 9,546.57	\$ 50,099.51
PH2B	V	3/2.5	1,801	0	\$ 5,085,000	1.6315%	\$ 1,974.51	\$ 23,694.08	\$ 2,210.92	\$ 26,531.02	\$ 4,185.42	\$ 50,225.10	\$ 6,396.34	\$ 33,567.42
PH2C	M	3/3	1,620	0	\$ 4,600,000	1.4675%	\$ 1,776.07	\$ 21,312.83	\$ 1,988.72	\$ 23,864.66	\$ 3,764.79	\$ 45,177.49	\$ 5,753.51	\$ 30,193.90
PH2D	V	2/2	1,093	0	\$ 2,995,000	0.9901%	\$ 1,198.30	\$ 14,379.58	\$ 1,341.77	\$ 16,101.28	\$ 2,540.07	\$ 30,480.86	\$ 3,881.84	\$ 20,371.56
PH1A	V	2/2.5	1,471	1,220	\$ 3,995,000	1.6088%	\$ 1,947.10	\$ 23,365.18	\$ 2,180.23	\$ 26,162.74	\$ 4,127.33	\$ 49,527.91	\$ 6,307.55	\$ 33,101.46
PH1B	M	2/2	938	837	\$ 2,700,000	1.0393%	\$ 1,257.78	\$ 15,093.30	\$ 1,408.37	\$ 16,900.45	\$ 2,666.15	\$ 31,993.75	\$ 4,074.52	\$ 21,382.69
PH1C	V	2/2.5	961	477	\$ 2,775,000	0.9786%	\$ 1,184.32	\$ 14,211.84	\$ 1,326.12	\$ 15,913.45	\$ 2,510.44	\$ 30,125.30	\$ 3,836.56	\$ 20,133.93
TOTALS			109,758	2,534	\$ 257,882,700	100.0000%	\$ 121,026.52	\$ 1,452,318.19	\$ 135,517.25	\$ 1,626,207.00	\$ 256,543.77	\$ 3,078,525.19	\$ 392,061.02	\$ 2,057,500.00

*Resident Manager's unit

NOTES:

MARKET- M
VACANT- V
RENT CONTROL- RC
RENT STABILIZE- RS
LIFE TIME- LT

The number of bedrooms and bathrooms for each Apartment was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count of the method utilized by the Real Estate Board of New York. Each Apartment should be inspected to determined its actual dimensions, layout and physical condition prior to Closing. Certain Apartments contain dens/ media rooms which may not be used as legal bedrooms under current Law.

393 WEST END AVENUE CONDOMINIUM

**Schedule A: Purchase Prices for Storage Locker License Agreement and Related Information for the
Projected First Year of Condominium Operation (6/1/2021-5/31/2022)**

Storage Locker	Storage Unit Square Footage	Purchase Price	License Fee Per Month	License Fee Per Year
1	15	\$ 15,000	\$ 15.00	\$ 180.00
2	15	\$ 15,000	\$ 15.00	\$ 180.00
3	15	\$ 15,000	\$ 15.00	\$ 180.00
4	15	\$ 15,000	\$ 15.00	\$ 180.00
5	15	\$ 15,000	\$ 15.00	\$ 180.00
6	15	\$ 15,000	\$ 15.00	\$ 180.00
7	25	\$ 25,000	\$ 25.00	\$ 300.00
8	25	\$ 25,000	\$ 25.00	\$ 300.00
9	15	\$ 15,000	\$ 15.00	\$ 180.00
10	15	\$ 15,000	\$ 15.00	\$ 180.00
11	9	\$ 9,000	\$ 9.00	\$ 108.00
12	9	\$ 9,000	\$ 9.00	\$ 108.00
13	15	\$ 15,000	\$ 15.00	\$ 180.00
14	15	\$ 15,000	\$ 15.00	\$ 180.00
15	15	\$ 15,000	\$ 15.00	\$ 180.00
TOTAL	233	\$ 143,000	\$ 233.00	\$ 2,796.00

Notes to Schedule A

(1) Purchasers should refer to the Floor Plans included in Part II of the Plan for an approximation of the dimensions and typical layouts of the Units. All Units being offered for sale are offered for residential use only. All dimension measurements are approximate within reasonable tolerances. Purchasers should note that any Floor Plan or sketch shown to a prospective Purchaser (including those set forth in the Plan) is only an approximation of the dimensions and layout of each Unit. While the Floor Plans are meant to reflect existing conditions, the actual layout of a Unit may have been altered; accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. As Units become vacant, Sponsor may sell such Unit “as is” or may renovate such Unit. In the event that Sponsor discovers that the layout or dimensions of any Unit that becomes vacant varies materially from the corresponding Floor Plan in Part II of the Plan, Sponsor will amend the Plan to correct such Floor Plan. Purchasers should note that any Floor Plan or sketch shown to a prospective Purchaser (including those set forth in the Plan) is only an approximation of the dimensions (within reasonable tolerances) and layout of each Unit. While the Floor Plans are meant to reflect existing conditions, the actual layout of an occupied Unit may have been altered by the tenant; accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. All Units sold by Sponsor will comply with New York City Building Code as of the date of Closing.

To the extent that any Floor Plans reflect rooms designated as “home offices,” “dens,” “media rooms,” “libraries,” and/or “alcoves,” Purchasers are advised that such rooms are “non-habitable” under current Law and therefore may not be used for any type of occupancy, including without limitation sleeping, dining, and living purposes. Any such unlawful use can result in violations being posted against the Building, and any and all costs or expenses incurred by the Condominium or other Unit Owner(s) arising out of such unlawful use shall be borne by the Unit Owner of such Unit.

In addition, certain Units are subject to the Rent Laws as of the Filing Date of the Plan, as indicated on Schedule A, if applicable. Next to each Unit number is the vacancy and rental status of such Unit.

(2) The square footages of the Units listed in Schedule A and in the Declaration are approximate and may change due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York City to measure condominium units. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit by 5% or less (excluding interior partitions) is not a material and/or adverse change. Sponsor’s sole obligation if the net square footage of the Unit is decreased by more than 5% shall be to refund all Deposits made under the Purchase Agreement and any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Unit square footage calculations shown on the plans are based on measurements taken from the outer face of the exterior wall to the centerline of the demising walls and between unit exterior face of corridor and common element walls. Columns, mechanical, pipes, chases, chaseways, shafts, shaft-ways and conduits are not deducted from the measurement of each Unit. Terraces belonging to individual Units are measured from the outer face of the exterior wall to the exterior face of the parapet. Interior common areas are measured from the interior face of corridors and stairs and centerline between such spaces, if any of the enclosing walls are exterior walls, then the measurement is taken to the outer face of the exterior wall. For outdoor common areas the measurements are taken from the outer face of the exterior walls to the exterior face of the enclosing parapets. As the manner in which the square footage areas were calculated are not based on measurements from interior surfaces of interior walls, the square footage areas of the Units provided in Schedule A significantly exceed the usable floor area. The method of measurement is applicable to all Units. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. Terraces shown on Schedule A are Limited Common Elements.

(3) The Purchase Prices and other terms of sale (as more fully set forth in the Section of the Plan entitled “Changes in Prices and Units”) of Units may be negotiated by Sponsor (other than Tenant-Purchasers until the effective date of the Plan) and, therefore, may be changed. Accordingly, Purchasers may pay different Purchase Prices for similar Units. The effect of this, as well as the right of Sponsor to change Purchase Prices, is more particularly discussed in the Section entitled “Changes in Prices and Units.” In addition to the payment of the Purchase Price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of Closing, as explained in the Section of the Plan entitled “Closing Costs and Adjustments” (and for a portion of the Purchase Price and the associated closing costs for the Resident Manager’s Unit as set forth on Schedule A). If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional closing costs and expenses relating to such loan. There will be an apportionment of certain charges relating to the Units at the Closing. **THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY.** The Condominium Board has the right to impose license fees and Special Assessments in connection with the Storage Locker Licenses.

Each Bona Fide Tenant has the exclusive right to purchase only the Unit such Bona Fide Tenant occupies on the Filing Date within the first 90 days from the Presentation Date of the Plan. See the Section of the Plan entitled “Changes in Prices and Units” concerning other terms of sale.

(4) The Common Interests of each Unit in the Common Elements has been determined pursuant to the method set forth in 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 in accordance with subsection (iv).

(5) The estimated monthly Common Charges for each Unit are based on Schedule B - First Year’s Budget prepared by Sponsor’s Condominium Budget Expert on the assumption that the First Year of Condominium Operation will be the year from June 1, 2021 – May 31, 2022. The actual First Year of Condominium Operation may be earlier or later than such year. As of the date of the Filing Date of the Plan, the budget does not account for monthly license fees attributable to the Storage Lockers. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on the Unit, mortgage payments under a loan, if any, obtained to finance the purchase of the Unit, the cost of electricity supplied to the Unit which will be separately metered and payable either directly to the utility company or to the Condominium Board for payment to the utility company, the cost of any insurance which the Unit Owner obtains for the Unit and the cost of interior repairs and decorations to the Unit. See the Section of the Plan entitled “Schedule B-1 - Budget for Individual Energy Costs” concerning estimates of certain electric costs for the Units.

As discussed in the Section of the Plan entitled “Description of Property and Building Conditions” subsection “Services and Facilities,” the full range of services and facilities described in the Plan may not be available until approximately 12 months after the First Closing.

The aggregate of monthly rents payable from tenants of occupied Units as of March 2020 is approximately \$488,000.

(6) The New York City real estate taxes for the First Year of Condominium Operation, which have been estimated by Sponsor’s Real Estate Tax Counsel, Marcus & Pollack LLP, to be as follows based upon their estimated assessed valuations and tax rates: \$1,626,207, assuming (a) a taxable assessed valuation of \$12,810,240 for the 2020/2021 tax year, (b) a taxable assessed valuation of \$13,058,510 for the 2021/2022 tax year, and (c) a residential tax rate of \$12.473 per \$100 of assessed valuation for the 2020/2021 tax year. No representation is made or assurance given as to what the actual

tax rate or assessed valuation will be for such period. The tax rates and taxable assessed valuations for the current and two preceding tax years are as follows:

2018/19	12.612%	\$11,844,114
2019/20	12.473%	\$12,464,186
2020/21	12.473%	\$12,810,240

The information set forth above for the 2021/2022 tax year is based upon an estimate of the tentative valuation and estimated tax rates. As more fully explained in the Opinion of Counsel re: Real Estate Tax Projection set forth in Part I of the Plan, New York provides that the aggregate of the assessment of the Units plus their Common Interests shall not exceed the total valuation of the Property were the Property assessed as one parcel.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's office. For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected offering price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, its principals, Selling Agent, Real Estate Tax Counsel, Income Tax Counsel or any offeror be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY OR THE TAX RATE(S) WILL NOT BE CHANGED.

As of the Filing Date of the Plan, there are tax certiorari proceedings pending for the reduction of real estate taxes with respect to the Property for the tax years 2015/2016 through 2019/2020. Any such pending proceedings are or shall be brought at Sponsor's sole cost and expense and any refunds received as a result of such proceedings shall inure solely to Sponsor's benefit.

In the opinion of Olshan Frome Wolosky a copy of which is set forth in Part I of the Plan, a Unit Owner who uses the Unit as a personal residence will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that deductions, if applicable, may vary in future years due to changes in the interest rate or the Unit Owner's mortgage or from changes in the allocation of the constant debt service payments to

interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property. Sponsor makes no guaranty or warranty concerning the availability of any tax deductions. (See the Section of the Plan entitled “Income Tax Deductions to Unit Owners and Tax Status of the Condominium” for more details.)

(7) These figures represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes. Reference should be made to note (5) of these Notes for certain other “home ownership” costs that may be incurred by Unit Owners.

A Purchaser of a Unit will be required to make a non-refundable contribution at the Closing of Title to the Working Capital Fund in an amount equal to 2 months’ Common Charges with respect to the Unit based on the Condominium budget in effect on the Closing Date of the Unit. (See the Section of the Plan entitled “Working Capital Fund and Apportionments” for details.)

(8) At the First Closing, Sponsor will execute, acknowledge and deliver to Starr Associates LLP (“Escrow Agent”), a deed conveying fee title to the Resident Manager’s Unit to the Condominium Board, which will own the Resident Manager’s Unit on behalf of all Unit Owners for use as the residence of the Resident Manager. Escrow Agent will hold the deed in escrow for the benefit of Sponsor and the Condominium Board pending payment to Sponsor of the Purchase Price for the Resident Manager’s Unit (plus all closing costs) in the following manner: at the Closing of each Unit, each Purchaser will be required to pay on behalf of the Condominium Board, Purchaser’s share of the cost of the Resident Manager’s Unit (plus closing costs) determined in accordance with the Common Interest of the Unit purchased in proportion to the Common Interest of all Units (after excluding the Common Interest attributable to the Resident Manager’s Unit). Each payment shall be made payable to Escrow Agent who shall hold such payment in escrow for the benefit of Sponsor in an interest-bearing escrow account. Escrow Agent shall release the escrowed funds (together with all interest earned thereon) to Sponsor and the deed to the Condominium Board upon: (i) the Closing of Title to all Units; and (ii) the discharge by Sponsor of all then-existing mortgage(s) encumbering the Resident Manager’s Unit (“Resident Manager’s Unit Release Date”). Sponsor reserves the right, in its sole discretion, to direct Escrow Agent to release the escrowed funds (together with all interest earned thereon) to Sponsor and the deed to the Condominium Board prior to the Resident Manager’s Unit Release Date. Thereafter, Sponsor shall continue to receive directly from each Purchaser at the Closing, Purchaser’s pro-rata portion of the Purchase Price (plus closing costs). Once the deed to the Resident Manager’s Unit is delivered to the Condominium Board, all costs and expenses, including utilities, parking fees and real estate taxes attributable to the Resident Manager’s Unit will be payable by the Condominium Board and included in the Common Charges payable by Unit Owners, and each Unit Owner will be individually liable therefore to the extent of the Unit’s Common Interest.

SCHEDULE B – BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

**SCHEDULE B
BUDGET FOR FIRST YEAR OF
CONDOMINIUM OPERATION**

PROJECTED BUDGET

393 WEST END AVENUE CONDOMINIUM
393 WEST END AVENUE
NEW YORK, NY 10024

**ESTIMATED SCHEDULE OF PROJECTED INCOME AND
PROJECTED EXPENSES
FOR PROJECTED FIRST YEAR OF CONDOMINIUM OPERATION**

(Beginning June 1, 2021)

INCOME

Common Charges – Residential Units	(1)	\$1,452,318
License Fees – Storage Units	(2)	2,796
TOTAL OPERATING INCOME		<u>\$1,455,114</u>

EXPENSES

	(3)	
Payroll and Related Expenses	(4)	\$932,807
Gas (Cooking & Hot Water)	(5)	\$ 87,802
Electricity	(6)	\$ 8,863
Water Charges & Sewer Rent	(7)	\$ 42,642
Repairs & Maintenance	(8)	\$ 51,000
Service Contracts	(9)	\$ 88,000
Insurance	(10)	\$125,000
Management Fee	(11)	\$ 60,000
Legal & Audit	(12)	\$ 15,000
Miscellaneous Administrative	(13)	\$ 14,000
Contingency	(14)	\$ 25,000
Replacement Reserve	(15)	\$ 5,000
TOTAL OPERATING EXPENSES		<u>\$1,455,114</u>

FOOTNOTES TO SCHEDULE B

(1) Common Charges: \$1,452,318

The estimated Common Charges to be collected from Unit Owners during the First Year of Condominium Operation are based upon the assumption that the First Year of Condominium Operation will be the twelve months commencing June 1, 2021. The actual first year of operation may be earlier or later.

If the anticipated date of commencement of the First Year of Condominium Operation is six (6) months or more after the projected date of the budget year for this Schedule B, then the Plan shall be amended to include a revised budget disclosing current projections. If the aggregate amount of Common Charges payable by Unit Owners disclosed in such amended Schedule B exceeds by 25% or more the aggregate amount of Common Charges payable thereby as set forth in Schedule B as theretofore from time to time amended, then the Sponsor shall cause the Condominium to offer all Purchasers the right for a period of at least fifteen (15) days from the date of presentation of such amendment to rescind their offer to purchase. Sponsor shall cause the Condominium to promptly return to a Purchaser who exercises any such right to rescind, his or her deposit under his or her Purchase Agreement. Sponsor shall not declare the Plan effective if there are any material changes to the budget if these changes have not been disclosed by an amendment to the Plan.

(2) License Fees for Storage Units: \$2,796

There are a total of eleven (15) Storage Units. Each Storage Unit licensee will be charged a monthly license fee. The monthly license fee projected herein are based upon estimated expenses for the twelve (12) month period commencing June 1, 2021. The Common Charges will be offset by the income derived by the Storage Unit license fees in the amount of \$2,796 for the Residential Unit Owners.

The Storage Unit license fee will be subject to increases based on the percentage increase in subsequent budgets approved by the Condominium Board or as otherwise as the Condominium Board deems necessary in its discretion.

(3) Estimated Expenses

Common Charges include the costs and expenses in connection with the maintenance and operation of, and any alteration to, the General Common Elements and the provision of services to all Unit Owners in general, such as service contracts applicable to the Building as a whole, employees who will provide services to the entire Condominium, the Managing Agent for the Condominium, and insurance coverage for the Common Elements.

(4) Payroll and Related Expenses: \$932,807

The Building staff shall consist of:

Position and Number	Weekly Rate	Total
Full-Time Resident Superintendent (1) (40 hours per week)	\$1,341 X 52	\$ 69,722
Full-Time Porter (1) (40 hours per week)	\$1,062 X 52	\$ 55,208
Full-Time Handyman (1) (40 hours per week)	\$1,167 X 52	\$ 60,687
Full-Time Concierge (6.5) (24 hours hours/ 7 days per week)	\$1,062 X 52	\$ 352,727
<u>Sub-Total:</u>		<u>\$ 538,344</u>
Overtime	5% of Base Wages	\$ 26,917
Vacation, Sick & Holiday	5% of Base Wages	\$ 26,917
<u>Gross Wages:</u>		<u>\$ 592,178</u>
Health Benefits	Annually - \$19,791 x 9 employees	\$ 178,119
Health Benefits	Annual - \$8,246 x 1 part-time employee	\$ 8,246
Pension Fund	Annual - \$5,967 x 10 employees	\$ 59,670
Retirement Fund	Annual - \$520 x 10 employees	\$ 5,200
Training Fund	Annual - \$170 x 10 employees	\$ 1,700
Legal Services Fund	Annual - \$200 x 10 employees	\$ 2,000
Payroll Taxes	See Schedule Below	\$ 85,695
Total Payroll and Related:		\$ 932,807

The following expenses are mandated by law for each employee:

FICA Employer	7.65% of Wages	7.65%	\$45,302
NY State Unemployment	(1st \$10,300)	4.0%	\$ 3,731
Federal Unemployment	(1st \$7,000)	6.0%	\$ 3,780
State Disability Insurance	(Yearly)	\$31	\$ 312
Workers Compensation	5.5% of Wages	5.5%	\$32,570

TOTAL: \$ 85,695

The Building's staff will be members of Local 32BJ Service Employees International Union. The building is classified as Class "A" for the purpose of defining the wage scale. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, FirstService

Residential New York Inc., in managing comparable buildings. Such level of staffing complies with all applicable housing and labor laws.

The contract with Local 32BJ Service Employees International Union is as of April 21, 2018 to April 20, 2022. The wages listed above are based on this contract plus estimated increases.

(5) Gas (Cooking, Heat & Hot Water): \$87,802

The estimates and projections of gas consumption for heating, hot water and cooking purposes are based on actual usage from January 1, 2019 – December 31, 2019. A 10% inflation factor has been added to the estimated cost.

(6) Electricity: \$8,863

The amount set forth is the estimate for the electricity consumed only by the Common Elements. Each Apartment will be metered or sub-metered for consumption of electricity within their own Apartments as is referenced in Schedule B-1. The amount set forth in Schedule B for electricity is based on actual usage from January 1, 2019 – December 31, 2019 for all Common Elements. A 10% inflation factor has been added to the estimated.

(7) Water and Sewer: \$42,642

The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building. The budgeted amount is based upon based on actual usage from January 1, 2019 – December 31, 2019.

A 10% inflation factor has been added to the estimated.

(8) Repairs, Maintenance & Supplies: \$51,000

This estimate includes painting, maintenance and repair costs of General Common Elements only. Except as otherwise set forth in the By-Laws of the Condominium, Unit Owners will be responsible for the cost of repairs and painting in the interiors of their Units and any Limited Common Elements appurtenant thereto. No provision has been made to cover the cost of any capital expenditure. This estimate also includes the estimated annual cost of Building supplies provided to and for the benefit of the Units

Supplies and Hardware	\$ 17,500
Plumbing	\$ 10,000
Electrical	\$ 2,500
Boilers	\$ 5,000
Elevators	\$ 5,000
Windows, Doors, and Locks	\$ 2,500
Intercom	\$ 1,000
Painting and Plastering	\$ 2,500

<u>General Repairs</u>	<u>\$ 5,000</u>
Total	\$ 51,000

This estimate is based on experience of Sponsor's budget expert, FirstService Residential New York Inc., in operating comparable new buildings.

(9) Service Contracts: \$88,000

This estimate includes the cost of various services used in or for the Common Elements, including but not limited elevator service, heating & cooling maintenance, sprinkler & fire protection, metal, extermination, uniform laundry, and landscaping of the public areas. The following is a cost estimate for each prospective contract:

Elevator	\$ 20,000
Exterminator	\$ 8,500
Fire Extinguishers	\$ 3,500
Landscaping	\$ 7,500
Flowers	\$ 1,500
Fire Alarm	\$ 3,500
Central Station Monitoring	\$ 1,500
Sprinkler	\$ 8,500
Intercom	\$ 1,000
HVAC	\$ 15,000
Telephone/ Cable/ Internet	\$ 9,000
<u>Uniforms</u>	<u>\$ 8,500</u>
Total	\$ 88,000

No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based on estimates received from contractors and otherwise or the experience of Sponsor's budget expert, FirstService Residential New York Inc., in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the first year of Condominium operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

(10) Insurance: \$125,000

Based on estimates by Willis Towers Watson, 11 East 44th Street, Suite 600, New York, New York, 10017 on May 7, 2020, the following insurance coverage is anticipated to be obtained for the Building in the First Year of Condominium Operation:

<u>Property</u> All risk, Replacement Cost Agreed Value (No Coinsurance)	
Building	\$ 54,000,000
Contents	\$ 50,000
Business Income	Actual Loss - 24 mo.
<u>Extensions of Coverage</u>	
Building Ordinance	Included
Increased Cost of Construction/Demolition	\$ 10,800,000
Back Up of Sewers & Drains	Building Limit
Underground Water Supply Mains	Building Limit
Flood	\$ 5,000,000
Earthquake	\$ 5,000,000
<u>Deductibles</u>	
Water Damage, Flood, Earthquake	\$ 25,000
All Other Losses	\$ 5,000
<u>Liability:</u>	
Comprehensive General Liability Bodily Injury and Property Damage	
General Aggregate	\$ 2,000,000
Per Occurrence	\$ 1,000,000
Products & Completed Operations	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Fire Damage Legal Liability	\$ 300,000
Medical Expense	\$ 5,000
Non Owned & Hired	\$ 1,000,000
<u>Umbrella:</u>	
Limit of Liability	\$ 100,000,000
<u>Boiler & Machinery:</u>	Included
<u>Employee Dishonesty:</u>	\$ 100,000
<u>Director & Officers Liability:</u>	\$ 1,000,000

The total premium for the foregoing coverage is approximately \$125,000.

If it is determined that the building is located in a high hazard flood zone and flood coverage would be excluded under the property policy, a separate flood policy would need to be placed. This would increase the total estimated annual premium.

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases. The insurance is adequate for the replacement of the building in the event of a total loss and to avoid being a co-insurer in the event of partial loss.

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

The fire, casualty and general liability insurance carried by the Condominium will provide: (a) that each Unit Owner is an additional insured party; (b) that there will be no cancellation without notice to the Board of Managers; (c) a waiver of subrogation; (d) a waiver of invalidity because of acts of the insured and Unit Owners; and (e) a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

The insurance coverage will meet the requirements of any mortgage lender procured by Sponsor.

The insurance coverage to be carried by the Board of Managers 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. Purchasers should reference the By-Laws set forth in Part II of the Plan and the "Rights and Obligations of Unit Owners" section of Part I of the Plan for information regarding insurance requirements for Unit Owners.

(11) Management Fee: \$60,000

The budget number is based on a proposed agreement with FirstService Residential New York Inc., 622 Third Avenue, New York, N.Y. 10017, to be entered into by the Condominium on or before the Conversion Date. The fee will be \$60,000 for the First Year of Condominium Operation.

The initial term will be for three (3) years. Thereafter the agreement will be deemed automatically renewed for intervals of one (1) year until canceled by either party hereto on sixty (60) days prior notice. For further detail, please see the management agreement.

This management fee is within the current industry range of management fees for Condominiums of similar size and nature. It is based on the size of the Property, number of Apartments, and the level of service.

(12) Legal and Audit Fees: \$15,000

Based upon the estimate of WilkinGuttenplan, certified public accountants having an office at 2 Penn Plaza, 5th Floor, NY, NY 10121, as set forth in a letter dated May 30, 2019, \$10,000 has been budgeted for fees to be incurred in connection with the preparation of the audited financial

statements for the Condominium's First Year of Operation and its Federal, New York State and New York City income tax returns. The balance of the budgeted amount \$5,000 has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

(13) Miscellaneous Administrative Expenses: 14,000

Miscellaneous Administrative Expenses covers payroll processing, permits and other filing fees, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings, and other general expenses.

Printing and Postage	\$ 2,500
Payroll Processing	\$ 8,000
Permit Fees	\$ 1,000
<u>General</u>	<u>\$ 2,500</u>
Total	\$ 14,000

(14) Contingency: \$25,000

This fund may be used at the discretion of the Board toward unforeseen expenses or other appropriate Condominium expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses.

(15) Replacement Reserve: \$5,000

The budget number is based on the annual contribution recommended by Strategic Inspections, LLC, 45 West 34th Street, Suite 1001, New York, New York 10001, in a reserve study for the project dated September 30, 2019 (the "Reserve Study"), a copy of which is set forth hereinafter in Part I of the Plan. Based upon the Reserve Study, Sponsor anticipates, but provides no assurance or guarantee, that the Replacement Reserve Fund will be sufficient to pay for the replacement of capital items needed, if any, within the first five (5) years of Condominium operation.

The funds collected under this line item are for deposit into an account established by the Board of Managers, which is to be used for periodic maintenance, repair and replacement of the Common Elements, in accordance with the By-laws.

The foregoing projected budget may be modified from time to time prior to commencement of and during the First Year of Condominium Operation, to add or delete or increase or decrease one or more items of operating expenses. If additional funds are required to pay expenses, it may be necessary to increase Common Charges or specially assess Unit Owners.

IN THE OPINION OF SPONSOR'S BUDGET EXPERT THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE YEAR OF OPERATION COMMENCING JUNE 1, 2021. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE MAINTENANCE CHARGES FOR SUCH FIRST YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD WILL BE AS SET FORTH IN THIS BUDGET, AND IT IS LIKELY THAT THE ACTUAL MAINTENANCE CHARGES AND OTHER ITEMS OF INCOME AND EXPENSES WILL VARY FROM THE AMOUNTS SHOWN IN THIS BUDGET.

REAL PROPERTY LAW SECTION 339-I COMPLIANCE LETTER



PART 23: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAW SECTION 339-i.1 COMPLIANCE

May 20, 2020

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

Re: Condominium Offering Plan
 393 West End Avenue Condominium
 393 West End Avenue
New York, New York 10024 ("Property")

Dear Sir/Madam:

CS 393 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 in accordance with subsection (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 the First year's budget set forth in Schedule B to the Offering Plan. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

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

CHANGES IN PRICES AND UNITS

Purchase prices for the Units offered hereby are negotiable and Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Condominium Board, any Unit Owner or mortgagee, to change the price by a duly filed amendment to the Plan, including, without limitation, the manner of payment thereof and other terms of sale of any Unit, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser. However, Sponsor reserves the right to decrease Purchase Prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the Purchase Price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of Units which are not the subject of such change. However, the Purchase Prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in Purchase Price (i) is an across the board increase or decrease affecting one or more lines of Units or Unit models; (ii) is to be advertised; or (iii) is a Purchase Price increase for an individual Purchaser (other than Tenant-Purchasers until the Effective Date of the Plan).

The Purchase Prices to Tenant-Purchasers set forth in Schedule A will not increase during any Exclusive Purchase Period nor will Sponsor accept Purchase Agreements from non-occupant Purchasers for occupied Units during any Exclusive Purchase Period. Unless it would constitute a discriminatory inducement, Sponsor reserves the right to negotiate with each Purchaser the following terms and conditions of the Purchase Agreement among other terms: Purchase Price; the amount and timing of the Deposits; the availability of financing; the payment of Purchaser's financing fees and other closing costs; the availability of Common Charge rebates, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; extensions of time periods within which to perform obligations under the Purchase Agreement; the availability of use and occupancy agreements and the amount of interim use and occupancy fees thereunder; and the application of interim use and occupancy fees towards the Purchase Price and Unit Upgrades. After the Plan is declared effective, Sponsor reserves the right to enter into a negotiated agreement with an individual Tenant-Purchaser to sell one or more Units at prices lower than and terms different than those in effect from time to time without filing an amendment to the Plan.

Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any right of rescission under a Purchase Agreement.

The location in the Building, approximate size and layout of the Units are shown on the Floor Plans set forth in Part II of the Plan.

Sponsor reserves the right at any time (before and after the recording of the Declaration) and for any reason (except to the extent prohibited by Law), without giving prior notice and without the consent of the Condominium Board, any Unit Owner, or mortgagee, to (a) change the size, layout, and/or square footage of, or number of rooms in, any Unsold Unit, including without limitation by dividing one or more such Unsold Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between two or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit without changing the percentage of Common Interest of such Unit, and (b) if appropriate, reapportion among the Unsold Units affected by any such changes their aggregate Common Interest. In the event of any change pursuant to either (a) or (b) above or in the event of any material change to the size or quality of the Common Elements, such change shall be

disclosed in a duly filed amendment to the Plan and, if applicable, in a duly recorded amendment to the Declaration. Provided that Purchaser is not in default of its obligations under the Purchase Agreement, no change (including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit) will be made with respect to such Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage by more than 5% unless the Purchaser consents to such changes. A decrease in a Unit's area of 5% or less will not affect a Purchaser's obligations unless such decrease is determined to be material. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. The foregoing reservations of Sponsor's rights to make changes is subject to the governing regulations of the Department of Law which provide for (i) an affected Purchaser's consent for any material changes in the size, layout, or percentage of common interest of a Unit provided that such affected Purchaser is not in default of its obligations under the Purchase Agreement and (ii) all Purchasers' consents for any material change in the size or material adverse change in the quality of the Common Elements. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of a change due to field conditions and construction variances and tolerances, or as a result of changes in Law (including without limitation applicable building codes and regulations) and Purchaser refuses to consent, then in such event, Sponsor's sole obligation shall be to terminate the Purchase Agreement and refund to Purchaser all Deposits made under the Purchase Agreement and any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a non-material inaccuracy or error in the Floor Plans.

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 as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the consent of each Unit Owner whose Unit is directly affected by such change. In the case of a material and adverse change in the size or quality of the Common Elements, no such change shall be made without the consent of every Unit Owner. In such event, Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such material and adverse change and to file such amendment and any necessary plans and specifications in connection therewith.

Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any non-material portion of the Common Elements for the exclusive use of such Unit Owner, provided that such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium. Any such sale, lease, license or transfer will be disclosed in a duly filed amendment to the Plan and the Declaration and Floor Plans will be amended, if required.

The provisions set forth in this Section of the Plan shall also apply to Storage Lockers, as applicable.

ACCOUNTANT'S CERTIFIED STATEMENTS OF OPERATION

CS 393 WEST END JV LLC AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

**FOR THE PERIOD OCTOBER 3, 2018
(INCEPTION) THROUGH DECEMBER 31, 2018**



CS 393 WEST END JV LLC AND SUBSIDIARIES

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DECEMBER 31, 2018

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INDEPENDENT AUDITORS' REPORT

To the Members of
CS 393 West End JV LLC

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of CS 393 West End JV LLC and subsidiaries, which comprise the consolidated balance sheet as of December 31, 2018, and the related consolidated statements of operations, changes in members' capital, and cash flows for the period October 3, 2018 (inception) through December 31, 2018, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

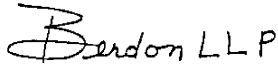
Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of CS 393 West End JV LLC and subsidiaries as of December 31, 2018, and the results of their operations and their cash flows for the period October 3, 2018 (inception) through December 31, 2018 in accordance with accounting principles generally accepted in the United States of America.


Certified Public Accountants

New York, New York
March 29, 2019

EXHIBIT A**CS 393 WEST END JV LLC AND SUBSIDIARIES****CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2018****ASSETS**

RENTAL REAL ESTATE - NET	\$ 130,629,459
OTHER ASSETS:	
Cash	82,699
Rents receivable (net of allowance for doubtful accounts of \$38,654)	129,018
Escrow and reserves	1,194,739
Prepaid expenses	758,728
Tenants' security deposits	487,086
Lease obligations and tenant relationships (net of accumulated amortization of \$331,907)	<u>1,108,598</u>
TOTAL ASSETS	<u>\$ 134,390,327</u>

LIABILITIES AND MEMBERS' CAPITAL**LIABILITIES:**

Mortgage loans payable (net of unamortized financing costs of \$994,916)	\$ 27,941,795
Line of credit payable (net of unamortized financing costs of \$236,399)	39,763,601
Mezzanine loans payable (net of unamortized financing costs of \$1,185,390)	52,814,610
Accrued expenses	104,847
Accrued interest payable	2,005,420
Prepaid rents	231,200
Tenants' security deposits payable	484,761
Due to affiliate	<u>604,325</u>
	123,950,559

COMMITMENTS AND CONTINGENCIES

MEMBERS' CAPITAL	<u>10,439,768</u>
TOTAL LIABILITIES AND MEMBERS' CAPITAL	<u>\$ 134,390,327</u>

The accompanying notes to consolidated financial statements are an integral part of this statement.

EXHIBIT B

CS 393 WEST END JV LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE PERIOD OCTOBER 3, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018

REVENUE:

Rental income	\$ 1,392,752
Other income	<u>31,363</u>
TOTAL REVENUE	<u>1,424,115</u>

EXPENSES:

Real estate and other taxes	366,173
Interest expense - mezzanine loans payable	1,915,192
Professional fees	1,052,584
Interest expense - mortgage loans payable	868,643
Depreciation and amortization	628,236
Payroll and related costs	227,301
Repairs and maintenance	76,543
Utilities	39,040
Bad debt expense	38,654
Leasing expense	35,460
Management fees	25,454
Insurance	21,223
Asset management fees	19,090
General and administrative	<u>9,784</u>
TOTAL EXPENSES	<u>5,323,377</u>

OPERATING (LOSS) (3,899,262)

Gain from bargain purchase price 6,010,298
 Transfer taxes (3,961,544)

NET (LOSS) **\$ (1,850,508)**

The accompanying notes to consolidated financial statements are an integral part of this statement.

EXHIBIT C

CS 393 WEST END JV LLC AND SUBSIDIARIES

**CONSOLIDATED STATEMENT OF CHANGES IN MEMBERS' CAPITAL
FOR THE PERIOD OCTOBER 3, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018**

BALANCE - OCTOBER 3, 2018 (INCEPTION)	\$ -
Contributions	12,290,276
Net (loss)	<u>(1,850,508)</u>
BALANCE - DECEMBER 31, 2018	<u>\$ 10,439,768</u>

The accompanying notes to consolidated financial statements are an integral part of this statement.

EXHIBIT D

CS 393 WEST END JV LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE PERIOD OCTOBER 3, 2018 (INCEPTION) THROUGH DECEMBER 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:

Net (loss)	\$ <u>(1,850,508)</u>
Adjustments to reconcile net (loss) to net cash (used in) operating activities:	
Depreciation	296,329
Amortization of deferred financing costs	158,856
Amortization of lease obligations and tenant relationships	331,907
Bad debt expense	38,654
Changes in operating assets and liabilities:	
(Increases) in:	
Rents receivable	(167,671)
Escrow and reserves	(694,739)
Prepaid expenses	(758,728)
Tenants' security deposits	(487,086)
Increases in:	
Accrued expenses	104,847
Accrued interest payable	2,005,420
Prepaid rent	231,200
Tenants' security deposits payable	<u>484,761</u>
Total adjustments	<u>1,543,750</u>
NET CASH (USED IN) OPERATING ACTIVITIES	<u>(306,758)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Acquisition of real estate	(63,836,202)
Acquisition of furniture and fixtures	(9,824)
Capital expenditure reserve funding	<u>(500,000)</u>
NET CASH (USED IN) INVESTING ACTIVITIES	<u>(64,346,026)</u>

CASH FLOWS FROM FINANCING ACTIVITIES:

Repayment of mortgage notes payable	(100,689)
Proceeds of mezzanine loans payable	54,000,000
Payment of deferred financing costs	(1,293,153)
Contributions from members	11,525,000
Due to affiliate	<u>604,325</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>64,735,483</u>

NET INCREASE IN CASH

82,699

CASH - OCTOBER 3, 2018 (INCEPTION)

-

CASH - DECEMBER 31, 2018

\$ 82,699

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid during the period for interest	\$ <u>619,560</u>
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SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

Land	\$ 66,920,000
Building and improvements	63,720,029
Furniture, fixtures and equipment	275,936
Lease obligations and tenant relationships	<u>1,440,505</u>
	132,356,470
Assumption of mortgage notes payable	(67,754,992)
Contribution of property by member	<u>(765,276)</u>
Acquisition of real estate	<u>\$ 63,836,202</u>

The accompanying notes to consolidated financial statements are an integral part of this statement.

CS 393 WEST END JV LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - ORGANIZATION

On August 21, 2012, CS 393 LLC ("Owner Entity"), a New York limited liability company, which was owned 97.8% by 391-393 Apartments LP and 2.2% by JSMB 393 LLC ("JSMB"), purchased the land and building located at 393 West End Avenue, New York, New York (the "Property"), also known as 300 West 79th Street, New York, New York, which consists of 88 residential apartments. The Property was purchased with the proceeds from mortgages and capital contributions of the members.

On October 3, 2018, JSMB contributed its 2.2% interest in Owner Entity for an interest in CS 393 West End JV LLC ("CS 393 JV"), a Delaware limited liability company, and Ascend 393 West End PM, LLC ("Ascend"), a Delaware limited liability company, contributed \$1,000,000 to CS 393 JV (collectively, the "Contribution Amount"). Concurrently, CS 393 JV contributed the Contribution Amount to CS 393 Mezz LLC ("393 Mezz"), a Delaware limited liability company, in exchange for 100% of the membership interest in 393 Mezz, resulting in CS 393 JV being the sole member of 393 Mezz. 393 Mezz simultaneously paid \$58,000,000 to purchase 391-393 Apartments LP's 97.8% membership interest in Owner Entity (the "Buyout Transaction") with the proceeds from a mezzanine loan totaling \$54,000,000 and additional capital contributions from JSMB. Effectively, JSMB and Ascend own 100% of the common and preferred interests, respectively, in CS 393 JV.

CS 393 JV was formed for the purpose of directly or indirectly acquiring, owning, developing, managing, operating, and selling, and otherwise dealing with the Property, which was approximately 90% occupied as of December 31, 2018. The Company intends to convert the residential apartments into condominiums.

Pursuant to CS 393 JV's operating agreement, CS 393 JV must submit an offering plan to convert the Property to condominium ownership by October 3, 2019.

Profits and losses are allocable to each member, based on the hypothetical liquidation methodology consistent with the distribution provisions of the operating agreement.

The accompanying consolidated financial statements include CS 393 JV and its wholly-owned single-member limited liability companies (collectively, the "Company") for the period October 3, 2018 (inception) through December 31, 2018. All significant intercompany balances and transactions have been eliminated.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

(b) Escrow and Reserves

Escrow and reserves consist of cash held in escrow for tax, interest, and capital expenditure reserves. Pursuant to the terms of the mortgage note payable and the mezzanine loans, the escrowed cash is restricted and not available for use in the general operations of the Company.

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(c) Valuation of Tenant Receivables

The Company makes judgments as to the collectibility of tenant receivables based on historical trends and future expectations. Management estimates an allowance for doubtful accounts which adjusts gross tenant receivables downward to its estimated collectible amount. To determine the allowance of doubtful accounts, management reviews the Company's tenant receivables aging and reserves balances that have aged over 90 days. Based on its review, management has determined that an allowance of approximately \$39,000 is required as of December 31, 2018 which is netted against tenant receivables on the accompanying consolidated balance sheet. As of December 31, 2018, approximately 51% of tenant receivables pertain to one tenant.

(d) Real Estate

Real estate, consisting of land, building and improvements, and furniture, fixtures and equipment, is carried at cost. Depreciation expense for building and improvements is computed using straight-line methods over the estimated useful lives of 55 and 10 years, respectively. Depreciation expense for furniture, fixtures and equipment is computed using straight-line methods over the estimated useful lives of the related assets, generally seven and 11 years. Replacements, maintenance, and repairs which do not improve or extend the lives of the respective assets are expensed currently for accounting purposes.

The Company assessed the fair value of the real estate at the time of the Buyout Transaction, including land, building and improvements, identified intangible assets acquired in-place leases, leasing commissions, above- and below-market leases, lease obligations, and tenant relationships acquired, as well as the related debt assumed, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 805, "Business Combinations," and FASB ASC Topic 350, "Intangibles, Goodwill and Other," and allocated the purchase price based on these assessments, as there was a change of control of the Company. The Company assessed the fair value based on an appraisal prepared by an independent third party, in connection with the purchase.

The appraiser assessed and considered fair value based on estimated cash flow projections that utilize discount and/or capitalization rates that it deemed appropriate, as well as available market information. Estimates of future cash flows are based on a number of factors, including the historical operating results, known and anticipated trends, and market and economic conditions.

Subsequent additions to real estate are reflected at cost.

The purchase has been allocated in accordance with FASB ASC topics 805 and 350, as follows:

Land	\$ 66,920,000
Building and improvements	63,720,029
Furniture, fixtures and equipment	275,936
Lease obligations and tenant relationships	<u>1,440,505</u>
	<u>\$ 132,356,470</u>

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(e) Impairment of Long-Lived Assets

The Company measures impairment losses on long-lived assets used in operations when indicators of impairment are present and the undiscounted cash flows estimated to be generated by those assets are less than their carrying amount. Through December 31, 2018, management believes no indicators of impairment exist.

(f) Deferred Financing Costs

Deferred financing costs, consisting primarily of brokerage commissions, commitment fees, legal fees, and title insurance, are amortized as interest expense over the life of the mortgage or mezzanine loans, utilizing the straight-line method which approximates the interest method over a period of 12 months. Amortization expense for the period October 3, 2018 (inception) through December 31, 2018 amounted to approximately \$159,000 and is reported as a component of interest expense in the accompanying consolidated statement of operations.

(g) Lease Obligations and Tenant Relationships

Acquired in-place lease obligations and tenant relationships amounted to approximately \$1,441,000, are recorded at their estimated fair values, and are amortized over the remaining lives of the acquired leases. These leases will be reviewed for impairment whenever an event or change in circumstances indicates that their carrying amounts may not be recoverable. Amortization of lease obligations and tenant relationships for the period October 3, 2018 (inception) through December 31, 2018 was \$332,000, which is included in depreciation and amortization expense in the accompanying consolidated statement of operations. As of December 31, 2018, the approximate amortization expense for each of the three succeeding years and in the aggregate thereafter is as follows:

<u>Year Ending December 31,</u>	<u>Amount</u>
2019	\$ 891,000
2020	155,000
2021	<u>63,000</u>
	<u>\$ 1,109,000</u>

(h) Income Taxes

The results of operations of the Company are reportable on the income tax returns of its members. Consequently, no provision has been made for the income tax or income tax benefit, if any, that may be paid or realized by the members with respect to the Company's results of operations. The members' income tax returns are subject to examination by the appropriate taxing jurisdictions. As of December 31, 2018, the Company's income tax returns generally remain open for examination for three years from the date filed with each taxing jurisdiction.

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The Company evaluates all significant tax positions as required by GAAP. As of December 31, 2018, the Company does not believe that it has taken any tax positions that would require an additional tax liability nor does it believe that there are any unrealized tax benefits.

The Bipartisan Budget Act of 2015 provides that any tax adjustments resulting from partnership audits of tax years beginning after December 31, 2017 will generally be determined, and any resulting tax, interest and penalties collected, at the partnership level in the year the assessment becomes final, which would not be the year under audit and may adversely impact partners admitted later. The concept of Tax Matters Partner has been replaced with a Partnership Representative (PR), which need not be a partner, that has exclusive authority to interact with the IRS and bind the partnership with respect to partnership audits. The PR may elect to "push out" partnership adjustments to the partners in the partnership for the year under audit for determination and collection of the tax, including any interest and penalties, rather than at the partnership level in the year of assessment. Eligible partnerships, with 100 or fewer partners, none of which are partnerships, trusts, or disregarded entities, may elect out of these rules and have any partnership audits conducted and tax assessed at the partner level.

(i) Accounting Estimates

The preparation of consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingencies, if any, at the date of the consolidated financial statements, and revenue and expenses during the reporting period. Actual results could differ from those estimates.

(j) Concentration of Credit Risk

Financial instruments that are potentially subject to credit risk include cash and escrow and reserves accounts. From time to time, the Company maintains cash balances at financial institutions that are in excess of federally insured amounts. The Company mitigates this risk by depositing funds in financial institutions that management believes are financially sound.

(k) Revenue Recognition

Rental income attributable to residential leases is recorded when due from tenants, and is recognized monthly as it is earned. These residential leases generally do not extend beyond one year. Potential credit losses are reserved for on an estimated basis, and are subsequently written off at the time the tenant receivable is deemed uncollectible.

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

(I) Recent Accounting Pronouncements

In February 2016, the FASB issued ASU 2016-02, "Leases (Topic 842)," which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective interest method or on a straight-line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. In September 2017, the FASB issued ASU 2017-13, "Revenue Recognition (Topic 605), Revenue from Contracts with Customers (Topic 606), Leases (Topic 840), and Leases (Topic 842): Amendments to SEC Paragraphs," which rescinds certain SEC Observer comments and staff announcements from the lease guidance and incorporates SEC staff announcements on the effect of a change in tax law on leveraged leases from ASC 840 into ASC 842. In January 2018, the FASB issued ASU 2018-01, "Leases (Topic 842): Land Easement Practical Expedient for Transition to Topic 842," which amends the new lease guidance to add an optional transition practical expedient that permits an entity to continue applying its current accounting policy for land easements that exist or expire before the ASC 842 effective date. In July 2018, the FASB issued ASU 2018-10, "Codification Improvements to Topic 842, 'Leases,'" which makes narrow-scope improvements to the standard for specific issues. In July 2018, the FASB also issued ASU 2018-11, "Leases (Topic 842): Targeted Improvements," which provided an additional transition option that allows companies to continue applying the guidance under the current lease standard in the comparative periods presented in the consolidated financial statements. ASU 2018-11 also provides lessors with a practical expedient, in certain circumstances, to not separate nonlease components from the associated lease component, similar to the expedient provided for lessees. In December 2018, the FASB issued ASU 2018-20, "Narrow-Scope Improvements for Lessors." This ASU provides an election for lessors to exclude sales and related taxes from consideration in the contract, requires lessors to exclude from revenue and expense lessor costs paid directly to a third party by lessees, and clarifies lessors' accounting for variable payments related to both lease and nonlease components.

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

An entity may adopt the guidance either: (i) retrospectively to each prior reporting period presented in the consolidated financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented, or (ii) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The Company expects to adopt the guidance retrospectively at the beginning of the period of adoption, January 1, 2020, through a cumulative-effect adjustment, and will not apply the new standard to comparative periods presented.

The new standard provides a number of practical expedients. Upon adoption, the Company expects to elect all the practical expedients available.

Management expects the changes to lessor accounting to impact the timing of revenue recognition for certain leases, resulting in more revenue being deferred over the lease term and earlier recognition of expense due to a narrower definition of initial direct costs.

In November 2016, the FASB issued ASU 2016-18, "Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)," which provides guidance on the presentation of restricted cash or restricted cash equivalents in the consolidated statement of cash flows. ASU 2016-18 will be effective for the Company beginning on January 1, 2019. ASU 2016-18 must be applied using a retrospective transition method. The Company is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, "Fair Value Measurement (Topic 820): Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement," which modifies the disclosure requirements for fair value measurements by removing, modifying, or adding certain disclosures. ASU 2018-13 is effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. An entity is permitted to early-adopt any removed or modified disclosures and delay adoption of the additional disclosures until their effective date. The Company is currently evaluating the impact of this new standard on its consolidated financial statements.

NOTE 3 - RENTAL REAL ESTATE

The purchase has been allocated in accordance with FASB ASC Topic 805 and 350. At December 31, 2018, the rental real estate consisted of the following:

Land	\$ 66,920,000
Building and improvements	63,720,029
Furniture, fixtures and equipment	<u>285,759</u>
	130,925,788
Accumulated depreciation	<u>(296,329)</u>
	<u>\$ 130,629,459</u>

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - LOANS PAYABLE

At December 31, 2018, Owner Entity was obligated under a nonrevolving line of credit, which was evidenced by a credit line note for \$40,000,000. The line of credit required constant monthly payments of interest equal to the bank's prime rate, plus 0.50% per annum, until July 1, 2019, the maturity date. Owner Entity was also obligated under a mortgage loan, which is evidenced by a mortgage note in the original amount of \$30,152,830. The mortgage loan requires constant monthly payments of \$133,305 in interest at 3.375% per annum and principal based on a 30-year amortization schedule through July 1, 2019, the maturity date. The line of credit and mortgage loan was collateralized by the Property, all proceeds from the conversion of the Property into cash, and the assignment of leases and rents. Interest expense incurred on the line of credit and mortgage loan for the period October 3, 2018 (inception) through December 31, 2018 totaled approximately \$818,000 and deferred financing cost amortization amounted to approximately \$51,000, which are included in the consolidated statement of operations. Accrued interest on the line of credit and mortgage loan totaled approximately \$198,000 at December 31, 2018.

On October 3, 2018, simultaneous with the purchase of the Buyout Transaction, 393 Mezz obtained a mezzanine loan consisting of a series of three notes in the total amount of \$54,000,000 (the "Mezzanine Loan"). The Mezzanine Loan bears interest annually, as stated below:

	Amount	Accrued Interest Rate	Current Interest Rate	LIBOR Adjustment Factor
Note A-1	\$ 25,000,000	1.5000%	LIBOR (subject to 2% floor) + 7.00%	N/A
Note A-2	15,000,000	1.5000%	LIBOR (subject to 2% floor) + 7.00%	N/A
Note B	<u>14,000,000</u>	5.5357%	LIBOR (subject to 2% floor) + 9.4643%	1.0714
	<u>\$ 54,000,000</u>			

The Mezzanine Loan requires monthly payments of 100% of Excess Cash Flows, as defined, in the following order:

- (i) Interest accrued during the previous calendar month at the Accrued Interest Rate not to exceed a weighted average of 2.5463% per annum;
- (ii) Interest accrued during the previous calendar month at the Current Interest Rate not to exceed a weighted average of LIBOR (multiplied by an adjustment factor of 1.0185), plus 7.6389% per annum; and
- (iii) Principal balance.

Unpaid interest compounds monthly to the respective notes. The balance of unpaid interest amounts to approximately \$1,807,000 at December 31, 2018.

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 4 - LOANS PAYABLE (Continued)

The Mezzanine Loan matures on October 9, 2021, and 393 Mezz will have two successive options to extend the maturity date provided certain conditions are met. The Mezzanine Loan is collateralized by the interest in Owner Entity. 393 Mezz may prepay the principal balance, in whole or in part, subject to the minimum multiple as defined in the mezzanine loan agreement. Pursuant to the mezzanine loan agreement, 393 Mezz has established a capital expenditure reserve and an interest reserve. The Mezzanine Loan, which is subordinated to the mortgage, is secured by the interest in Owner Entity and is guaranteed by two principals of an ultimate member.

Interest expense incurred on the Mezzanine Loan for the period October 3, 2018 (inception) through December 31, 2018 totaled approximately \$1,807,000, and deferred financing cost amortization amounted to approximately \$108,000, and are included in the accompanying consolidated statement of operations.

On February 28, 2019, the Company obtained a renovation loan in the amount of \$105,000,000. Of this amount, \$77,200,000 was funded at closing to repay the outstanding principal balance of the existing line of credit and the mortgage loan as well as all accrued interest on the mezzanine loans of \$2,979,000, with the balance reserved for future funding subject to renovation conditions. The renovation loan requires monthly payments of interest at LIBOR, plus 2.75% per annum until February 28, 2022, the maturity date. The Company will have 2 one-year extension options, subject to certain conditions being met and an extension fee equal to 0.25% of the loan amount. The renovation loan requires an interest reserve and a carry reserve. The Company may prepay the principal balance subject to the prepayment premium, as defined. The renovation loan is secured by the Property, all of the Company's rights related to the project, and the assignment of the leases and rents. Two principals of an ultimate member of JSMB have guaranteed payment of \$15,750,000 of the principal balance and are required to maintain minimum liquidity of \$5,000,000 and net worth of \$100,000,000. The Company must meet certain performance covenants as they relate to the project.

NOTE 5 - BARGAIN PURCHASE PRICE

In connection with the Buyout Transaction, the Company purchased 391-393 Apartments LP's partnership interest for less than the fair value resulting in a gain from a bargain purchase. Additionally, in connection with JSMB's contribution of partnership interest into the Company, JSMB contributed net assets at an amount less than the fair value resulting in a gain. Pursuant to FASB ASC Topic 805, "Business Combinations," the gain from bargain purchase consisted of the following:

Bargain purchase price	\$ 3,875,702
Fair value adjustment of previously held equity	<u>2,134,596</u>
	<u>\$ 6,010,298</u>

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 6 - RELATED PARTY TRANSACTIONS

- (a) Owner Entity entered into a development management agreement with Simon Baron Development LLC (the "Development Manager"), whose principal owners are affiliates of the Company. The agreement provides for a development management fee equal to 3.5% of the actual hard costs of development. No development management fee was incurred for the period October 3, 2018 (inception) through December 31, 2018.
- (b) As provided for in the Company's operating agreement, the Company will pay JSMB or its affiliate an asset management fee equal to 1.5% of revenues, as defined. Total asset management fee for the services provided by JSMB amounted to approximately \$19,000 for the period October 3, 2018 (inception) through December 31, 2018 and is included in the accompanying consolidated statement of operations. The entire amount is unpaid as of December 31, 2018.
- (c) At December 31, 2018, due to affiliates amounted to approximately \$604,000, which represented advances due to entities under common ownership. These amounts are noninterest bearing, with no fixed repayment terms, and due on demand.
- (d) At December 31, 2018, accrued expenses include approximately \$35,000 payable to the Development Manager for reimbursed expenses.
- (e) On October 3, 2018, Owner Entity entered into a grant of life estate agreement with a principal of an ultimate member of JSMB, whereby the principal is entitled to monthly use and occupancy of a penthouse in the Property for no consideration.

NOTE 7 - COMMITMENTS AND CONTINGENCIES

- (a) The Company has committed to complete a certain number of unit buyouts as outlined in the mezzanine loan agreement, not to exceed \$250,000 per unit. The preliminary offering plan, and all related condominium documents necessary to commence the Department of Labor's review of the condominium conversion, must be remitted on or before October 3, 2019.
- (b) The Company retained a managing agent for the Property. The term of the agreement is automatically renewed every November 30th, unless terminated as provided in the agreement. The agreement provides for a management fee of 2% of gross receipts per month which amounted to approximately \$25,000 for the period October 3, 2018 (inception) through December 31, 2018 and is included in the accompanying consolidated statement of operations.
- (c) In the normal course of business, the Company enters into contracts and agreements with vendors that commit the Company to specific or contingent liabilities.

(continued)

CS 393 WEST END JV LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 7 - COMMITMENTS AND CONTINGENCIES (Continued)

- (d) The Company, as an owner of real estate is subject to various environmental laws of federal and local governments. Compliance by the Company with existing laws has not had a material adverse effect on the Company's consolidated financial position or results of operations, and management does not believe it will have such an impact in the future. However, the Company cannot predict the impact of new or changed laws or regulations on the Property.
- (e) In the normal course of conducting business, the Company becomes party to claims directed against it which allege liability. As of the date of the consolidated financial statements, there were no threatened or pending legal matters of which management was aware which would, in its opinion, have a material impact on the Company's financial condition or results of operations.

NOTE 8 - SUBSEQUENT EVENTS

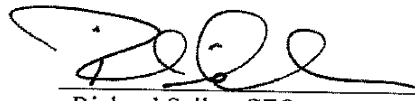
The Company has evaluated subsequent events after December 31, 2018 through March 29, 2019, the date that the consolidated financial statements are considered available to be issued.

S I M O N B A R O N
O W N E R . D E V E L O P E R

CS 393 LLC
c/o Simon Baron Development
757 Third Avenue, 17th Floor
New York, NY 10024

Certification of Financial Statements

I, Richard Seiler, CFO of CS 393 LLC, hereby certify that, to the best of my knowledge, the Financial Statements attached hereto are true and accurate.


Richard Seiler, CFO



FirstService
RESIDENTIAL

Prepared by:

FIRST SERVICE RESIDENTIAL

393 West End Avenue

Monthly Report Package

For the Period Ending: December 31, 2017

393 West End Avenue (9399)

Balance Sheet (With Period Change)

Period = Dec 2017

Book = Accrual ; Tree = ysl_bs

		Balance	Beginning	Net
		Current Period	Balance	Change
1000-0000	ASSETS			
1001-0000	CASH AND CASH EQUIVALENTS			
1113-0000	Owner Operating	404,085.01	8,141,042.00	-7,736,956.99
1115-0000	Prior Management Cash	0.00	687,087.39	-687,087.39
1117-0000	Cash Construction	0.00	-2,261.17	2,261.17
1120-0000	Operating/Checking	161,534.32	0.00	161,534.32
1122-0000	Operating	537,227.98	0.00	537,227.98
1135-0000	Security Deposit	745,566.80	384,615.01	360,951.79
1199-9999	TOTAL CASH AND CASH EQUIVALENTS	1,848,414.11	9,210,483.23	-7,362,069.12
1200-0000	RESERVE AND ESCROW ACCOUNTS			
1210-0000	Real Estate Tax Escrow	759,041.29	588,101.45	170,939.84
1299-9999	TOTAL RESERVE AND ESCROW ACCOUNTS	759,041.29	588,101.45	170,939.84
1300-0000	ACCOUNTS RECEIVABLE			
1305-0000	Accounts Receivable	479,731.09	537,395.32	-57,664.23
1310-0000	Allowance for Doubtful Accounts	-415,374.09	-415,374.09	0.00
1320-0000	Due From / Due To	0.00	27,916.10	-27,916.10
1338-0001	Due To/From -	0.00	-137,111.00	137,111.00
1399-9999	TOTAL ACCOUNTS RECEIVABLE	64,357.00	12,826.33	51,530.67
1400-0000	INVESTMENT IN REAL ESTATE			
1405-0000	Property Land	6,800,000.00	6,800,000.00	0.00
1410-0000	Property Building	61,849,890.00	61,849,890.00	0.00
1415-0000	Building Accumulated Depreciation	-8,456,420.92	-8,268,997.01	-187,423.91
1420-0000	Building Improvements	47,029,179.75	44,062,805.71	2,966,374.04
1425-0000	Accumulated Depreciation - Building Improvements	-3,070,542.80	-2,937,019.15	-133,523.65
1427-0000	Accum. Dep - F&F	-23,200.28	-22,210.84	-989.44
1431-0000	CIP Construction Costs	0.00	1,076,088.31	-1,076,088.31
1431-0001	Capitalized Financing Costs (Amortization)	1,508,779.39	1,508,779.39	0.00
1442-0000	CIP - Building Improvements	0.00	3,132,241.92	-3,132,241.92
1501-0000	Furniture Fixtures & Equipment	83,113.16	83,113.16	0.00
1599-9999	TOTAL INVESTMENT IN REAL ESTATE	105,720,798.30	107,284,691.49	-1,563,893.19
1600-0000	DEFERRED ASSETS			
1610-0000	Accum Amort Def. Financing Costs	-326,008.31	-300,943.65	-25,064.66
1649-9999	TOTAL DEFERRED ASSETS	-326,008.31	-300,943.65	-25,064.66
1700-0000	PREPAID AND OTHER ASSETS			
1705-0000	Prepaid Taxes	0.00	90,487.31	-90,487.31
1715-0000	Prepaid Insurance	0.00	-5,056.73	5,056.73
1720-0000	Prepaid Utility Deposits	225.00	785.00	-560.00
1739-9999	TOTAL PREPAID AND OTHER ASSETS	225.00	86,215.58	-85,990.58
1899-9999	TOTAL ASSETS	108,066,827.39	116,881,374.43	-8,814,547.04
2000-0000	LIABILITIES AND MEMBER'S EQUITY			
2001-0000	LIABILITIES			
2010-0000	MORTGAGE PAYABLE			

393 West End Avenue (9399)

Balance Sheet (With Period Change)

Period = Dec 2017

Book = Accrual ; Tree = ysl_bs

		Balance	Beginning	Net
		Current Period	Balance	Change
2011-0004	Project Loan Payable	40,000,000.00	40,000,000.00	0.00
2011-0005	Building Loan Payable	29,490,527.24	29,585,166.99	-94,639.75
2019-9999	TOTAL MORTGAGE PAYABLE	69,490,527.24	69,585,166.99	-94,639.75
2100-0000	ACCOUNTS PAYABLE AND ACCRUED EXPENSES			
2102-0000	Accounts Payable	1,987.19	0.00	1,987.19
2104-0000	Other Accounts Payable	0.00	146,212.01	-146,212.01
2104-0002	A/P - Trade	0.00	40,338.66	-40,338.66
2112-0000	Accrued Expenses	69,608.14	180,127.22	-110,519.08
2113-0000	Retainage Payable	0.00	1,210,071.94	-1,210,071.94
2116-0000	Accrued Utilities	16,393.37	0.00	16,393.37
2120-0000	Accrued Mortgage Interest	389,885.54	-0.01	389,885.55
2122-0000	Prepaid Rent	261,461.42	182,934.83	78,526.59
2126-0000	Prepaid Rent Adjustment	0.00	-235,129.21	235,129.21
2199-9999	TOTAL ACCOUNTS PAYABLE AND ACCRUED EXPENSES	739,335.66	1,524,555.44	-785,219.78
2200-0000	SECURITY DEPOSITS			
2205-0000	Tenant Security Deposits	623,205.26	617,572.26	5,633.00
2219-9999	TOTAL SECURITY DEPOSITS	623,205.26	617,572.26	5,633.00
2999-9999	TOTAL LIABILITIES	70,853,068.16	71,727,294.69	-874,226.53
3000-0000	MEMBERS EQUITY			
3001-0000	MEMBER CONTRIBUTION/DISTRIBUTION			
3002-0000	Member 1 Capital	1,912,411.00	1,912,411.00	0.00
3002-0001	Member 1 Draw	-655,312.92	-52,741.92	-602,571.00
3003-0000	Member 2 Capital	84,887,014.00	84,887,014.00	0.00
3004-0000	Member 2 Draw	-29,099,158.21	-22,341,729.21	-6,757,429.00
3099-9999	TOTAL MEMBER CONTRIBUTION/DISTRIBUTION	57,044,953.87	64,404,953.87	-7,360,000.00
3100-0000	PRIOR YEAR INCOME(LOSS)			
3120-0000	Prior Years Retained Earnings	-14,887,099.09	-14,887,099.09	0.00
3130-9999	TOTAL PRIOR YEAR INCOME (LOSS)	-14,887,099.09	-14,887,099.09	0.00
3200-0000	CURRENT NET INCOME(LOSS)			
3210-0000	Current Year Retained Earnings	-4,944,095.55	-4,363,775.04	-580,320.51
3299-9999	TOTAL CURRENT NET INCOME(LOSS)	-4,944,095.55	-4,363,775.04	-580,320.51
3899-9999	TOTAL MEMBERS EQUITY	37,213,759.23	45,154,079.74	-7,940,320.51
3999-9999	TOTAL LIABILITIES AND MEMBERS EQUITY	108,066,827.39	116,881,374.43	-8,814,547.04

393 West End Avenue (9399)

Income Statement

Period = Dec 2017

Book = Accrual ; Tree = ysl_is

		Period to Date	%	Year to Date	%
4000-0005	REVENUE				
4001-0000	RENTAL REVENUE				
4005-0000	Rent	641,033.29	0.00	6,267,149.57	0.00
4020-0000	SCRIE	0.00	0.00	-27,533.15	0.00
4050-0000	Vacancy	-53,499.00	0.00	-53,499.00	0.00
4099-9999	TOTAL RESIDENTIAL REVENUE	587,534.29	0.00	6,186,117.42	0.00
4100-0000	OTHER RESIDENTIAL REVENUE				
4100-0006	Storage Income	0.00	0.00	7,300.00	0.00
4100-0008	Other Misc. Chargebacks	0.00	0.00	2,939.95	0.00
4111-0000	Utility Income	0.00	0.00	5,604.34	0.00
4125-0000	Late Fees	0.00	0.00	13,440.00	0.00
4125-0001	Pet Fee	0.00	0.00	6,000.00	0.00
4130-0000	NSF Fees	0.00	0.00	70.00	0.00
4140-0000	Key and Lock Fees	0.00	0.00	950.00	0.00
4199-9999	TOTAL OTHER RESIDENTIAL REVENUE	0.00	0.00	36,304.29	0.00
4200-0001	MISCELLANEOUS INCOME				
4201-1000	Interest Income	150.78	0.00	150.78	0.00
4205-0000	Concessions	-97,800.56	0.00	-874,703.07	0.00
4230-0000	Other Miscellaneous Income	1,875.86	0.00	4,941.59	0.00
4249-9999	TOTAL MISCELLANEOUS INCOME	-95,773.92	0.00	-869,610.70	0.00
4300-0000	COMMERCIAL REVENUE				
4305-0000	Laundry Income	0.00	0.00	6,250.58	0.00
4399-9999	TOTAL COMMERCIAL REVENUE	0.00	0.00	6,250.58	0.00
4999-9999	TOTAL REVENUE	491,760.37	0.00	5,359,061.59	0.00
5000-0000	MANAGEABLE & NON-MANAGEABLE OPERATING EXPENSES				
5000-0001	MANAGEABLE OPERATING EXPENSES				
5001-0000	PAYROLL AND BENEFITS				
5002-0000	PAYROLL EXPENSES				
5003-0000	Payroll/Salaries	62,812.26	0.00	490,902.30	0.00
5020-0000	Payroll Taxes	5,315.67	0.00	49,739.58	0.00
5199-9999	TOTAL PAYROLL EXPENSES	68,127.93	0.00	540,641.88	0.00
5200-0000	BENEFITS				
5205-0000	Union Employee Benefits	18,762.83	0.00	225,513.93	0.00
5205-0001	Benefits	0.00	0.00	-413.34	0.00
5220-0000	Workers Compensation	3,189.43	0.00	38,273.21	0.00
5225-0000	Disability Insurance	39.45	0.00	664.85	0.00
5230-0000	Uniforms	0.00	0.00	1,118.25	0.00
5299-9999	TOTAL BENEFITS	21,991.71	0.00	265,156.90	0.00
5399-9999	TOTAL PAYROLL AND BENEFITS	90,119.64	0.00	805,798.78	0.00
5400-0000	REPAIRS AND MAINTENANCE				
5415-0000	Elevator - Contract	1,051.72	0.00	12,620.66	0.00
5416-0000	Elevator - Inspections	0.00	0.00	1,100.00	0.00
5435-0000	Boiler Repairs	0.00	0.00	7,734.74	0.00
5436-0000	HVAC Repairs	0.00	0.00	6,004.13	0.00
5450-0000	Exterminator - Service Contract	636.92	0.00	8,462.08	0.00
5455-0000	Janitorial/Cleaning - Supplies	0.00	0.00	5,066.14	0.00
5461-0000	Cleaning Contract - Common	0.00	0.00	381.06	0.00
5465-0000	Electrical Repair	0.00	0.00	438.22	0.00
5475-0000	Painting/Plastering	1,257.51	0.00	2,957.51	0.00
5495-0000	Doors, Locks & Keys	27.06	0.00	3,510.07	0.00
5500-0000	Appliance Repairs and Parts	0.00	0.00	702.24	0.00
5506-0000	R&M Apartment Interior Repairs	0.00	0.00	-6,504.25	0.00
5507-0000	R&M Exterior/Common Area Repairs	0.00	0.00	2,025.08	0.00
5510-0000	Elevator Repairs	0.00	0.00	2,650.77	0.00
5515-0000	Other R and M	0.00	0.00	3,912.48	0.00

393 West End Avenue (9399)

Income Statement

Period = Dec 2017

Book = Accrual ; Tree = ysf_js

		Period to Date	%	Year to Date	%
5515-0001	Other Misc	0.00	0.00	292.84	0.00
5520-0000	Building Supplies	1,885.65	0.00	11,345.27	0.00
5525-0000	Plumbing	0.00	0.00	18,699.44	0.00
5540-0000	Windows and Screens	0.00	0.00	10,001.38	0.00
5550-0000	Landscaping-Public Area	871.00	0.00	871.00	0.00
5555-0000	R&M - Tools & Equipment	0.00	0.00	3,859.74	0.00
5560-0000	Make Ready Expenses - Apartment	2,200.00	0.00	2,200.00	0.00
5590-0000	R&M-Fire Safety Repairs	0.00	0.00	6,789.57	0.00
5599-9999	TOTAL REPAIRS AND MAINTENANCE	7,929.86	0.00	105,120.17	0.00
5605-0000	SECURITY				
5615-0000	Security System R&M	0.00	0.00	3,617.65	0.00
5650-0000	TOTAL SECURITY	0.00	0.00	3,617.65	0.00
5655-0000	RENTING AND ADVERTISING				
5665-0000	Leasing Commissions	0.00	0.00	281,561.25	0.00
5675-0000	Advertising & Marketing	0.00	0.00	15,392.67	0.00
5699-9999	TOTAL RENTING AND ADVERTISING	0.00	0.00	296,953.92	0.00
5700-0000	ADMINISTRATIVE				
5702-0000	Bank Charges	107.68	0.00	3,466.76	0.00
5706-0000	Dues and Subscriptions	0.00	0.00	834.00	0.00
5708-0000	Employee Auto Mileage & Travel	30.35	0.00	2,822.52	0.00
5710-0000	Meals & Entertainment	0.00	0.00	55.55	0.00
5714-0000	Internet and Related Communication Costs	0.00	0.00	6,262.05	0.00
5718-0000	Licenses Fees and Permits	605.12	0.00	705.12	0.00
5719-0000	Payroll Processing Fees	452.84	0.00	3,978.38	0.00
5726-0000	Software Licenses	363.74	0.00	10,607.09	0.00
5728-0000	Computer Equipment	0.00	0.00	1,064.93	0.00
5730-0000	Office Supplies	0.00	0.00	94.09	0.00
5736-0000	Postage & Courier	481.28	0.00	1,480.23	0.00
5738-0000	Telephone	1,197.26	0.00	4,458.95	0.00
5799-9999	TOTAL ADMINISTRATIVE	3,238.27	0.00	35,829.67	0.00
5800-0000	MANAGEMENT FEES				
5805-0000	Property Management Fee	12,668.67	0.00	146,884.57	0.00
5819-9999	TOTAL MANAGEMENT FEES	12,668.67	0.00	146,884.57	0.00
5830-0000	PROFESSIONAL				
5832-0000	Legal - Landlord Tenant	0.00	0.00	101,861.24	0.00
5834-0000	Legal - General	18,988.00	0.00	18,988.00	0.00
5835-0000	Professional Fees-Other	0.00	0.00	31,491.48	0.00
5849-9999	TOTAL PROFESSIONAL	18,988.00	0.00	152,340.72	0.00
5900-0000	OTHER MANAGEABLE EXPENSES				
5903-0000	Bad Debt	0.00	0.00	473,451.69	0.00
5910-0000	Violations	0.00	0.00	5,951.26	0.00
5915-0000	R & M Non-Recurring	0.00	0.00	32,863.76	0.00
5920-9999	TOTAL OTHER MANAGEABLE EXPENSES	0.00	0.00	512,266.71	0.00
5999-9999	TOTAL MANAGEABLE OPERATING EXPENSES	132,944.44	0.00	2,058,812.19	0.00
6000-0000	NON-MANAGEABLE OPERATING EXPENSES				
6100-0000	UTILITY EXPENSES				
6110-0000	Electric	1,168.19	0.00	9,667.90	0.00
6120-0000	Gas	23.21	0.00	278.52	0.00
6130-0000	Oil	5,202.88	0.00	62,434.55	0.00
6140-0000	Water & Sewer	9,759.51	0.00	117,114.11	0.00
6150-0000	Other Utilities	0.00	0.00	1,050.50	0.00
6199-9999	TOTAL UTILITY EXPENSES	16,153.79	0.00	190,545.58	0.00
6200-0000	INSURANCE				
6210-0000	Property Insurance	0.00	0.00	83,486.67	0.00
6231-0000	Insurance - Other	59.40	0.00	8,401.11	0.00
6299-9999	TOTAL INSURANCE	59.40	0.00	91,887.78	0.00

393 West End Avenue (9399)

Income Statement

Period = Dec 2017

Book = Accrual ; Tree = ysl_ls

		Period to Date	%	Year to Date	%
6300-0000	PROPERTY TAXES				
6331-0000	Real Estate Taxes - Current Year	90,487.31	0.00	1,113,511.54	0.00
6399-9999	TOTAL PROPERTY TAXES	90,487.31	0.00	1,113,511.54	0.00
6599-9999	TOTAL NON-MANAGEABLE OPERATING EXPENSES	106,700.50	0.00	1,395,944.90	0.00
6799-9999	TOTAL MANAGEABLE & NON-MANAGEABLE OPERATING EXPENSES	239,644.94	0.00	3,454,757.09	0.00
6999-9999	NET OPERATING INCOME	252,115.43	0.00	1,904,304.50	0.00
7000-0000	DEBT EXPENSE				
7105-0000	Mortgage Payable Interest Expense I	329,444.44	0.00	1,893,807.36	0.00
7111-0000	Interest Expense	171,969.29	0.00	664,914.72	0.00
7115-9999	TOTAL DEBT EXPENSE	501,413.73	0.00	2,558,722.08	0.00
7120-9999	NOI AFTER DEBT SERVICE	-249,298.30	0.00	-654,417.58	0.00
7125-0000	NONOPERATING EXPENSES				
7127-0001	Depreciation-Equipment	989.44	0.00	11,873.28	0.00
7128-0000	Depr Exp - Building	187,423.91	0.00	2,249,086.92	0.00
7129-0000	Depr Exp - Bldg Improvements	133,523.65	0.00	1,602,283.80	0.00
7134-0000	Amortization - Origination Costs	25,064.66	0.00	300,775.92	0.00
7135-0000	Consulting Expenses	0.00	0.00	7,925.00	0.00
7140-0000	Audit Fees	0.00	0.00	8,212.50	0.00
7141-0003	Non-Recurring Operating Costs	-15,979.45	0.00	-15,979.45	0.00
7145-0000	Legal - Special Litigation	0.00	0.00	125,000.00	0.00
7150-0000	State/Local Corporate Taxes	0.00	0.00	500.00	0.00
7160-9999	TOTAL NONOPERATING EXPENSES	331,022.21	0.00	4,289,677.97	0.00
7599-9999	NET CASH FLOW (DEFICIT)	-580,320.51	0.00	-4,944,095.55	0.00
8049-9999	NET CASH FLOW (DEFICIT) AFTER REIMBURSEMENTS	-580,320.51	0.00	-4,944,095.55	0.00
9799-9999	NET INCOME (LOSS)	-580,320.51	0.00	-4,944,095.55	0.00

CS 393 WEST END JV LLC AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2019



INDEPENDENT AUDITORS' REPORT

To the Members of
CS 393 West End JV LLC

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of CS 393 West End JV LLC and subsidiaries (collectively, the "Company"), which comprise the consolidated balance sheet as of December 31, 2019, and the related consolidated statements of operations, changes in members' capital (deficiency), and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

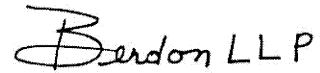
Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of CS 393 West End JV LLC and subsidiaries as of December 31, 2019, and the consolidated results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.


Certified Public Accountants

New York, New York
June 4, 2020

CS 393 WEST END JV LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEET
DECEMBER 31, 2019

ASSETS

RENTAL REAL ESTATE - NET	\$ 131,255,483
OTHER ASSETS:	
Cash	534,953
Rents receivable (net of allowance for doubtful accounts of \$92,551)	43,192
Escrow and reserves	2,005,630
Prepaid expenses	71,854
Due from affiliate	1,966,985
Tenants' security deposits	507,755
Lease obligations and tenant relationships (net of accumulated amortization of \$1,223,013)	<u>217,492</u>
TOTAL ASSETS	<u>\$ 136,603,344</u>

LIABILITIES AND MEMBERS' CAPITAL (DEFICIENCY)

LIABILITIES:

Mortgage loans payable (net of unamortized financing costs of \$1,268,775)	\$ 84,269,939
Mezzanine loans payable (net of unamortized financing costs of \$754,339)	54,425,861
Accrued interest payable	790,401
Accounts payable and accrued expenses	311,698
Prepaid rents	312,992
Tenants' security deposits payable	<u>507,755</u>
	140,618,646

COMMITMENTS AND CONTINGENCIES

MEMBERS' CAPITAL (DEFICIENCY)	<u>(4,015,302)</u>
TOTAL LIABILITIES AND MEMBERS' CAPITAL	<u>\$ 136,603,344</u>

The accompanying notes to consolidated financial statements are an integral part of this statement.

CS 393 WEST END JV LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2019

REVENUE:

Rental income	\$ 5,742,954
Other income	<u>61,587</u>
TOTAL REVENUE	<u>5,804,541</u>

EXPENSES:

Interest expense - mortgage loans payable	7,270,385
Interest expense - mezzanine loans payable	7,390,301
Real estate and other taxes	1,494,007
Legal and professional fees	173,298
Depreciation and amortization	2,082,482
Payroll and related costs	876,666
Repairs and maintenance	184,285
Utilities	143,393
Bad debt expense	127,241
Leasing expense	68,467
Management fees	118,082
Asset management fees	88,562
Insurance	106,780
General and administrative	<u>135,662</u>
TOTAL EXPENSES	<u>20,259,611</u>

NET (LOSS)

\$ (14,455,070)

The accompanying notes to consolidated financial statements are an integral part of this statement.

CS 393 WEST END JV LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN MEMBERS' CAPITAL (DEFICIENCY)
FOR THE YEAR ENDED DECEMBER 31, 2019

MEMBERS' CAPITAL - JANUARY 1, 2019	\$ 10,439,768
Net (loss)	<u>(14,455,070)</u>
MEMBERS' CAPITAL - DECEMBER 31, 2019	<u>\$ (4,015,302)</u>

The accompanying notes to consolidated financial statements are an integral part of this statement.

CS 393 WEST END JV LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES:

Net (loss)	\$ <u>(14,455,070)</u>
Adjustments to reconcile net (loss) to net cash (used in) operating activities:	
Depreciation	1,191,376
Amortization of deferred financing costs	3,734,811
Amortization of lease obligations and tenant relationships	891,106
Bad debt expense	127,241
Changes in operating assets and liabilities:	
Rents receivable	(41,415)
Prepaid expenses	82,549
Accounts payable and accrued expenses	69,878
Accrued interest payable	(34,819)
Prepaid rents	81,792
Tenants' security deposits payable	<u>22,994</u>
Total adjustments	<u>6,125,513</u>

NET CASH (USED IN) OPERATING ACTIVITIES (8,329,557)

CASH FLOWS FROM INVESTING ACTIVITIES:

Additions to rental real estate - net	<u>(1,680,427)</u>
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NET CASH (USED IN) INVESTING ACTIVITIES (1,680,427)

CASH FLOWS FROM FINANCING ACTIVITIES:

Proceeds of mortgage notes payable	85,538,714
Repayment of mortgage notes payable	(28,936,711)
Repayment of line-of-credit payable	(40,000,000)
Payment of deferred financing costs	(3,341,220)
Due from affiliate	<u>(1,966,985)</u>

NET CASH PROVIDED BY FINANCING ACTIVITIES 11,293,798

NET INCREASE IN CASH 1,283,814

CASH AND RESTRICTED CASH - BEGINNING OF YEAR 1,764,524

CASH AND RESTRICTED CASH - END OF YEAR \$ 3,048,338

RECONCILIATION OF CASH AND RESTRICTED CASH:

Cash	\$ 534,953
Escrow and reserves	2,005,630
Tenants' security deposits	<u>507,755</u>

CASH AND RESTRICTED CASH - END OF YEAR \$ 3,048,338

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:

Cash paid during the year for interest	<u>\$ 10,967,482</u>
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SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES:

Property included in accounts payable and accrued expenses	<u>\$ 136,973</u>
Accrued interest payable on mezzanine loans payable	<u>\$ 1,180,200</u>

The accompanying notes to consolidated financial statements are an integral part of this statement.

RIGHTS OF EXISTING TENANTS

Each “Bona Fide Tenant” shall have the exclusive right within the first 90 days from the Presentation Date of the Plan (“Initial Exclusive Purchase Period”) within which to purchase the Unit such Purchaser occupied on the Filing Date of the Plan at the Purchase Price set forth in Schedule A, during which time the Bona Fide Tenant’s Unit shall not be shown to a third party unless the Bona Fide Tenant has, in writing, waived the right to purchase. In order to exercise this exclusive right to purchase, the Bona Fide Tenant must deliver to Selling Agent during the Initial Exclusive Purchase Period (i) four (4) original, complete, and unaltered executed copies of the signed Purchase Agreement, (ii) a completed and executed original form W-9 or form W-8, as applicable, and (iii) the Initial Deposit. Sponsor has agreed that during any Exclusive Purchase Period, the purchase prices to be paid by Bona Fide Tenants for the Units occupied by such Bona Fide Tenants on the Filing Date will not be increased nor will Sponsor accept Purchase Agreements from non-occupant Purchasers for occupied Units, unless the Bona Fide Tenant of such occupied Unit has waived, in writing, such Bona Fide Tenant’s right to purchase such Unit.

The term “Bona Fide Tenant” shall include: (a) a bona fide tenant in occupancy on the Filing Date; (b) a bona fide tenant with the right to renew a lease on the Filing Date; (c) a bona fide tenant who has the right to continued occupancy on the Filing Date; (d) a bona fide tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Unit or the Unit is not the tenant’s primary residence; and (e) a bona fide sublessee in occupancy on the Filing Date, if such sublessee sublets from a non-bona fide tenant, or has obtained written permission to purchase the Unit from the bona fide tenant of record.

The term “Bona Fide Tenant” shall not include the estate or legal representative of a Bona Fide Tenant who was in occupancy of a Unit on the Filing Date and who died on or after the Filing Date without having previously delivered a Purchase Agreement in compliance with the terms hereof.

Bona Fide Tenants do not have any exclusive right to purchase any Unit other than Unit such Bona Fide Tenant occupied on the Filing Date of the Plan. A Purchase Agreement from a Bona Fide Tenant for the Unit such Bona Fide Tenant occupied on the Filing Date of the Plan, properly executed and delivered during any Exclusive Purchase Period provided in the Plan or in an amendment to the Plan, shall have priority over and pre-empt any Purchase Agreement for such Unit executed and delivered by a Non-Tenant-Purchaser.

Bona Fide Tenants may purchase a vacant Unit but do not have the exclusive right to purchase such vacant Unit. The price of such vacant Unit will be as set forth on Schedule A, as it may be amended from time to time. The procedure to purchase such vacant Unit is set forth in the Section of the Plan entitled “Introduction” subsection “The Units Offered for Sale.”

To the extent permitted by Law, Sponsor reserves the right to selectively offer buyout payments or other incentives to certain Bona Fide Tenants in amounts to be determined by Sponsor in its sole discretion in order to induce such Bona Fide Tenants to vacate and surrender their apartments. Bona Fide Tenants whose leases are subject to Rent Laws may not accept a buyout offer until the Department of Law has accepted the Plan for filing. However, during the red herring period, Sponsor shall have the right, but not the obligation, to enter into a reservation agreement with a Bona Fide Tenant in an unregulated Unit. In furtherance of reaching an agreement on such a reservation agreement, Sponsor shall have the right, but not the obligation, to negotiate with a Bona Fide Tenant in an unregulated Unit on the purchase price for the sale to the Bona Fide Tenant of the Bona Fide Tenant’s Unit or of any other Unit offered hereunder. **Bona Fide Tenants are under no obligation to accept a buyout agreement or reservation agreement.** Bona Fide Tenants whose leases are subject to Rent Laws should note that it may be extremely difficult to find a comparable apartment subject to Rent Laws. THE ATTORNEY GENERAL TAKES NO POSITION ON THE LEGALITY OF BUYOUT AGREEMENTS AND RECOMMENDS THAT TENANTS SEEK THE ADVICE OF COUNSEL ON WHETHER ACCEPTANCE OF A BUYOUT OFFER IS A WAIVER OF RIGHTS UNDER THE RENT REGULATION LAWS. Bona Fide Tenants should refer to the sample form of buyout/surrender agreement set forth in Part II of the Plan.

THIS IS A NON-EVICTION PLAN. NO NON-PURCHASING TENANT WILL BE EVICTED BY REASON OF CONVERSION TO CONDOMINIUM OWNERSHIP.

The following summary of rights of existing tenants is set forth in accordance with Section 352-eeee of New York State General Business Law (“GBL”), a copy of which is set forth in Part II of the Plan. Bona Fide Tenants in occupancy derive substantial protections under the GBL.

The term “Non-Purchasing Tenant” means a person who has not purchased a Unit pursuant to the Plan and who is a tenant entitled to possession at the time the Plan is declared effective or a person to whom a Unit is rented subsequent to the effective date. A person who sublets a Unit from “a Purchaser under the Plan” (as such term is defined in the GBL) shall not be deemed a Non-Purchasing Tenant.

(A) No eviction proceedings may be commenced at any time after the Effective Date against Non-Purchasing Tenants who were tenants entitled to possession as of the Effective Date for failure to purchase. Eviction proceeding may be commenced at any time after the Effective Date against Non-Purchasing Tenants who lease Unsold Units after the Effective Date for failure to purchase; provided that such proceedings may be commenced against any Non-Purchasing Tenant for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner, failure to maintain the premises as a primary residence, or any other breach of lease by the Non-Purchasing Tenant of his leasehold obligations to the owner of the Unit; and provided further that an owner of a Unit may not commence an action to recover possession from a Non-Purchasing Tenant on the grounds that such owner seeks the Unit for the use and occupancy of such owner or such owner’s family.

(B) Non-Purchasing Tenants who resided in Units subject to government regulation as to rentals and continued occupancy prior to the conversion of the Building to condominium ownership shall continue to be subject thereto following the conversion. Nothing contained herein shall be deemed to extend greater rights to a Non-Purchasing Tenant than such tenant would have had if the Building had not been converted to condominium ownership, except as otherwise provided in subparagraph (C).

(C) The rents of Non-Purchasing Tenants who were tenants entitled to possession as of the Effective Date and who reside in Units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the Filing Date shall not be subject to unconscionable increases beyond rental amounts charged for comparable Units during the period of their occupancy, provided such protection against unconscionable rent increases is inapplicable to Non-Purchasing Tenants who lease Unsold Units after the Effective Date. In determining comparability, consideration will be given to such factors as location of the Building and of the Unit within the Building, amenities and building services, level of maintenance and operating expenses. Non-Purchasing Tenants are advised that complaints of unconscionable rent increases may be referred to the New York State Department of Law, Real Estate Finance Bureau at 28 Liberty Street, New York, New York 10005. Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements (“MCI”) made by Sponsor, the Condominium or Purchasers of Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is not entitled to seek a MCI rent increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such MCI. (See the Section of the Plan entitled “Reserve Fund” for further details.)

(D) The Plan may not be amended at any time to provide that it shall be an eviction plan.

(E) The rights granted under the Plan to Purchasers under the Plan (as such term is defined in the GBL) and to Non-Purchasing Tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, the GBL.

(F) Building-wide services shall be managed on behalf of all Units (including those occupied by Non-Purchasing Tenants) by the same Managing Agent who manages all other Units in the Building. Such Managing Agent will provide to Non-Purchasing Tenants all services and facilities required by Law on a non-discriminatory basis.

(G) It shall be unlawful for any Person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his Unit or the Facilities related thereto. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if the Attorney General deems it appropriate, an order restraining the owner from selling the Unit. Nothing contained in the GBL shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

(H) Any provision of a lease or other rental agreement which purports to waive a Non-Purchasing Tenant's rights under the GBL or Law promulgated pursuant to the GBL shall be void as contrary to public policy.

(I) Bona Fide Tenants or their representatives, upon reasonable advance notice, may inspect the Property physically at any time subsequent to the submission of the Plan to the Department of Law, during normal business hours upon written request made by them to Sponsor.

The following disclosure is required by the Department of Law to reflect current case law applicable to the conversion of occupied Buildings in New York County to condominium ownership as of the submission date of the preliminary Plan to the Department of Law. Sponsor makes no representations concerning any future court decisions with respect to this disclosure and reserves all rights under applicable law then available to Sponsor pursuant to such future court decisions. Under this non-eviction Plan, tenants whose leases expire and against whom holdover proceedings are commenced before the Plan is declared effective retain only the minimal protections available to the common-law "tenant at sufferance," and ARE NOT PROTECTED from eviction for failure to purchase or any other reason applicable to expiration of tenancy and from unconscionable rent increases absent some special circumstance, as found by a court of competent jurisdiction. Tenants who first lease Unsold Units from Sponsor after the Plan is declared effective are not protected from eviction for failure to purchase or any other reason applicable to expiration of tenancy and from unconscionable rent increases.

Subsequent to the First Closing under the Plan, with respect to the first sale of each Unsold Unit by Sponsor, the Non-Purchasing Tenant in occupancy of such Unit will be notified in writing by Sponsor of the name and address of the Person who purchased such Non-Purchasing Tenant's Unit. Upon a resale of such Unit, the seller and each subsequent seller will be obligated to notify the Non-Purchasing Tenant in writing within 10 days following the resale of the name and address of the non-occupant Purchaser.

If prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Bona Fide Tenants, a Tenant-Purchaser who executed and submitted a Purchase Agreement and delivered the Initial Deposit for the Unit which the Tenant-Purchaser occupied on the Filing Date, before Sponsor amended the terms of the Plan, shall benefit from the more favorable terms and conditions.

If a Bona Fide Tenant purchases a Unit, then from and after the Closing of Title to such Unit, such Tenant-Purchaser would no longer be subject to, or have any rights afforded tenants in occupancy, under the GBL.

As part of Sponsor's Work, Sponsor may perform a Capital Repairs and Improvements Program, as set forth in more detail in the section of the Plan entitled "Rights and Obligations of Sponsor." Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements ("MCI Rent Increase") made by Sponsor and/or the Condominium, or Purchasers of Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is not entitled to seek a MCI Rent Increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such capital improvements.

Each Terrace is a Limited Common Element for the exclusive use of the Unit Owner and permitted tenants or occupants of such appurtenant Unit.

Non-Purchasing Tenants shall have no rights with respect to their Units except as same may specifically set forth above, in the GBL and/or in their respective leases, to the extent applicable. Nothing contained herein shall be deemed to grant Non-Purchasing Tenants any additional rights of occupancy with respect to the Units.

The rights of a Purchaser under the Purchase Agreement are not assignable or transferable without consent of Sponsor. See the Section of the Plan entitled "Assignment of Purchase Agreements."

Sponsor will on the 30th, 60th, 88th and 90th day after the Presentation Date of the Plan and at least once every 30 days until the Plan is declared effective or abandoned and on the 2nd day before the expiration date and on the expiration date of any Exclusive Purchase Period provided in an amendment to the Plan, (i) file with the Department of Law, Real Estate Finance Bureau, 23rd Floor, 28 Liberty Street, 21st Floor, New York, New York 10005, a written statement, under oath, setting forth the percentage of Units in the Building which are the subject of Purchase Agreements executed by Bona Fide Tenants in occupancy on the Filing Date or Bona Fide Purchasers who represent that they intend that they or one or more specified Family Members occupy the Unit when it becomes vacant as of the date of such statement and as of a specified time and, (ii) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The percentage shall be computed in the same manner as Sponsor shall compute the minimum percentage needed to declare the Plan effective. The statement which is posted in the Building and filed with the Department of Law shall include the following: the date and time of the statement, the Filing Date of the Plan, the Presentation Date of the Plan and of the current amendment, the last day of any Exclusive Purchase Period, the number of Bona Fide Tenants in occupancy and Bona Fide Purchasers who have executed Purchase Agreements, the number of Units counted in the base and the percentage of Purchasers. Copies of all filed and posted written statements will be available for inspection at the office of Selling Agent and at the Department of Law. All filed and posted written statements shall remain posted until the next filed and written statement is posted.

OBLIGATIONS OF PURCHASERS OF UNITS OCCUPIED BY NON-PURCHASING TENANTS

A Person purchasing a Unit occupied by another does so subject to (a) the existing lease for the Unit, if any (and any renewal thereof pursuant to Law or effected prior to the date on which the Purchaser's Purchase Agreement is accepted), (b) the existing occupancy of the Unit, and (c) rights of the tenant thereof, if any, under the Rent Laws and under the GBL, including the right to stay in possession of the Unit pursuant to the GBL, as more fully discussed in the Section entitled "Rights of Existing Tenants." As of the approximate submission date of the preliminary Plan or "red herring" to the Department of Law, 30 Units are subject to the Rent Laws.

No representations or statements of any kind as to the requirements of the Rent Laws are given, except as expressly set forth in the Plan, and a prospective Purchaser interested in purchasing an occupied Unit in which such prospective Purchaser does not reside, or lease, is advised to consult with an attorney regarding the application and effect of the applicable Law in order to become fully apprised of such prospective Purchaser's rights as a Purchaser and such prospective Purchaser's obligations to any existing tenant or occupant.

After Closing of Title of the sale of a Unit to a non-occupant Purchaser, such non-occupant Purchaser will own the Unit, subject to the lease or tenancy of the present tenant and subject to all rights afforded such tenant under the Rent Laws (if applicable) and the Plan, including the right to receive a renewal lease as set forth above and to be evicted only on grounds permitted by Law. Under the GBL, the Non-Purchasing Tenant may not be evicted at any time for failure to purchase or any other reason applicable to expiration of tenancy. However, eviction proceeding may be commenced at any time after the Effective Date against Non-Purchasing Tenants who lease Unsold Units after the Effective Date for failure to purchase; and provided that eviction proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the Condominium or its Managing Agent or a breach by the Non-Purchasing Tenant of any leasehold obligations to the owner of the Unit or such other grounds for eviction as may then be permitted by Law. In addition, no eviction proceedings may be commenced against a Non-Purchasing Tenant on the grounds that the non-occupant Purchaser seeks the Unit for the use and occupancy of the non-occupant Purchaser or the non-occupant Purchaser's family.

The rents of Non-Purchasing Tenants who were tenants entitled to possession as of the Effective Date and who reside in Units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the Filing Date shall not be subject to unconscionable increases beyond rental amounts charged for comparable Units during the period of their occupancy, provided such protection against unconscionable rent increases is inapplicable to Non-Purchasing Tenants who lease Unsold Units after the Effective Date.

If a non-occupant Purchaser acquires a Unit occupied by another, then on the Closing Date of such Unit, the non-occupant Purchaser will become the landlord of such tenant and the latter will become the non-occupant Purchaser's tenant. Such non-occupant Purchaser will be required under the Purchase Agreement to pay the Common Charges, Special Assessments, taxes and other charges against the Unit to the Condominium Board or the City of New York, as the case may be, regardless of whether such Common Charges, Special Assessments, taxes and other charges are greater or less than the rent payable by the tenant or occupant, and regardless of whether or not the rent is received. In addition, such non-occupant Purchaser will be responsible for the performance of all obligations of the landlord under the lease with, or tenancy of, the tenant or occupant, including without limitation, the obligation to register the Unit with the New York State Division of Housing and Community Renewal and to maintain, repair, and replace fixtures and equipment (if any) in the Unit, to the extent provided in the lease, the Rent Laws (if applicable) or other applicable Law. In addition, any litigation costs, fees and any dues related to the tenancy, are the sole responsibility of the non-occupant Purchaser.

The Purchase Agreement for a Unit occupied by a Non-Purchasing Tenant contains a provision whereby each non-occupant Purchaser of a Unit irrevocably appoints the then Managing Agent of the Building (which Managing Agent may be replaced by the Condominium Board if Sponsor no longer controls the Condominium Board) as Purchaser's agent, coupled with an interest, to provide for the account and at the expense of the non-occupant Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has a right to occupy the Unit such non-occupant Purchaser is purchasing until such time as such right to occupy terminates. In addition, each non-occupant Purchaser agrees: (a) to deposit with Managing Agent at the Closing of Title to the Unit, a sum not less than the greater of 2 months' rent under such Non-Purchasing Tenant's lease or occupancy agreement and 2 months' Common Charges, to be used as working capital to furnish such services and facilities, and (b) upon written notice by Managing Agent (or the Condominium Board) that such deposit has been diminished, to replenish said fund within 30 days. The By-Laws provide that the failure of the Unit Owner to replenish the fund in a timely fashion will result in the Condominium Board on behalf of all Unit Owners, filing a lien against the Unit for nonpayment of such charges. Sponsor shall guarantee the obligation of Managing Agent to provide such services and facilities until such time as Sponsor surrenders control of the Condominium Board. Each non-occupant Purchaser of a Unit will be required to promptly defend, indemnify and hold Sponsor harmless for all costs expended by Sponsor on such non-occupant Purchaser's behalf. The foregoing obligations of a non-occupant Purchaser do not apply to Sponsor.

Upon each resale of a Unit occupied by a Non-Purchasing Tenant, the new Unit Owner shall notify the Non-Purchasing Tenant thereof in writing within 10 days following the resale of the name and address of the new non-occupant Purchaser.

No representation is made or warranty given as to whether any Rent Laws will continue to apply to any Unit in the Building or whether there will be any future amendments thereto that shall apply to any Unit in the Building.

A Person interested in purchasing a Unit in which such Person does not reside is advised to examine the lease for such Unit to ascertain the rental thereof, expiration date and obligations imposed on the landlord thereof. These leases are available from Sponsor upon request. Such Person is advised to consult with an attorney in order to become fully apprised of the effect of the Rent Laws, if applicable, as well as the lease for the Unit, on such Person's rights as a non-occupant Purchaser and such Person's obligations to the existing tenant or occupant.

A non-occupant Purchaser of a Unit subject to a lease will be entitled to receive the unapplied portion of any security deposit held by Sponsor under the terms of such lease. Such security must be held by the non-occupant Purchaser, in trust, in an interest bearing account in accordance with Section 7-103 of the New York General Obligations Law. Upon receipt of such security deposit, the non-occupant Purchaser will be required to acknowledge, in writing, receipt thereof and agree to promptly defend, indemnify and hold Sponsor harmless against all claims or liability in connection therewith.

USE AND OCCUPANCY AGREEMENTS

Sponsor reserves the right with respect to any Unsold Unit, to enter into a pre-closing Use and Occupancy Agreement with the Purchaser of such Unsold Unit on an interim basis on such terms and conditions as may be agreed to between Sponsor and Purchaser. Purchasers are advised that the occupancy under such Use and Occupancy Agreement is not subject to any governmental regulations, including, without limitation, the Rent Laws, to Sponsor's knowledge. Such use and occupancy fees shall be determined by Sponsor in its sole and absolute discretion. Individuals who rent vacant Unsold Units from Sponsor are not Tenant-Purchasers under the Plan and shall have no rights to purchase thereunder. Sponsor shall not discriminate against any person on any basis prohibited by civil rights law.

The Use and Occupancy Agreement will provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unsold Unit which is the subject of the Use and Occupancy Agreement will constitute a default under the Use and Occupancy Agreement entitling Sponsor, at its option, to terminate such Use and Occupancy Agreement in accordance with Law. In addition, each Purchase Agreement will provide that a default by the Purchaser under any Use and Occupancy Agreement with respect to the Unsold Unit which is the subject of the Purchase Agreement will constitute an Event of Default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement. If, as a result of a default by Purchaser under the Use and Occupancy Agreement, Sponsor elects to cancel the Purchase Agreement, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the default, TIME BEING OF THE ESSENCE, for which failure to cure will entitle Sponsor to exercise any remedy provided for in the Purchase Agreement. However, prior to Sponsor utilizing the default under the Use and Occupancy Agreement to declare an Event of Default under the Purchase Agreement, Sponsor must obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser unless the Purchaser has vacated the Unit. Upon the execution of the Use and Occupancy Agreement, Sponsor will require Purchaser to execute a Stipulation of Settlement Holdover, by which Purchaser will consent to a final judgment of possession of the Unsold Unit in favor of Sponsor and to the immediate issuance of a warrant of eviction, in the event of a default under the Use and Occupancy Agreement. In addition, in the event a Purchaser is permitted to take possession of the Unsold Unit prior to Closing, such Purchaser will be required to obtain casualty and liability insurance for their own benefit in such amounts as determined by Sponsor. A Purchaser taking possession of an Unsold Unit pursuant to a Use and Occupancy Agreement assumes all risk of loss to such Unsold Unit that is not covered by Sponsor's insurance.

In the event (i) that Purchaser commits an Event of Default under the terms of the Use and Occupancy Agreement which default is not cured within 10 days of notice, or (ii) that the term of the Use and Occupancy Agreement expires, Purchaser agrees to vacate and deliver full possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney.

The Use and Occupancy Agreement shall be substantially in the form set forth in Part II of the Plan.

Purchasers entering into a Use and Occupancy Agreement for an Unsold Unit will be required to pay the legal fees of Attorney for Sponsor in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under the Use and Occupancy Agreement will be adjusted as of the Closing of Title to the Unsold Unit and no portion of the Use and Occupancy fee paid under the Use and Occupancy Agreement will be credited towards the Purchase Price of an Unsold Unit unless the Use and Occupancy Agreement expressly provides. Notwithstanding the foregoing, Sponsor will be under no obligation to enter into any Use and Occupancy Agreement.

PROCEDURE TO PURCHASE

A Purchaser desiring to purchase a Unit will be required to execute a Purchase Agreement in quadruplicate (i.e. four (4) original, complete and unaltered executed copies), which will be in the form set forth in Part II of the Plan and may not be amended, revised or altered by the Purchaser in any way. Any conflict between the Plan and the Purchase Agreement will be resolved in favor of the Plan. A Purchaser desiring to purchase a Storage Locker will be required to execute the form of Rider annexed to the Purchase Agreement set forth in Part II of the Plan.

Sponsor must accept a Purchase Agreement from a Bona Fide Tenant, only with respect to the Unit such Bona Fide Tenant occupied on the Filing Date, who submits 4 original, complete and unaltered executed copies of the signed Purchase Agreement and an official bank check (subject to collection) for the Initial Deposit to Sponsor during the time within which the Bona Fide Tenant has the exclusive right to purchase the Unit under the Plan. Such Tenant-Purchaser will receive a fully-executed counterpart of the Purchase Agreement from Sponsor.

Unless less than 3 business days remain in the statutory time period to declare the Plan effective, prospective Non-Tenant-Purchasers will be afforded not less than 3 business days to review the Plan and any and all amendments thereto prior to executing a Purchase Agreement. A prospective Non-Tenant-Purchaser may obtain the Plan upon payment of a \$300 deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor. If a Non-Tenant-Purchaser has not received the Plan at least 3 business days prior to executing a Purchase Agreement, the Non-Tenant-Purchaser shall have the right to rescind the Purchase Agreement within 7 days from the date the Non-Tenant-Purchaser delivers an executed Purchase Agreement together with the Initial Deposit to Sponsor or Selling Agent. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by Purchaser.

Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Unit is not contingent on Purchaser obtaining financing. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. If Purchaser is unable to obtain financing and has committed an Event of Default under the Purchase Agreement, Purchaser risks losing the Deposit. Purchasers may want to consult with a financial institution to ascertain the availability of financing and to finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is projected to occur on or around June 1, 2021, neither Sponsor nor Selling Agent makes any representation as to the actual closing date for any particular Unit. In addition, as set forth in the Plan and the Purchase Agreement, Sponsor has the right to adjourn the Closing Date from time to time and Purchasers should be aware that if the Closing Date is adjourned, Purchaser's financing terms may be adversely affected, the interest rate may increase and the loan commitment could expire. Sponsor shall have no liability as a result of any scheduling or adjournment of Closing beyond the expiration of a loan commitment.

At the time Purchaser executes a Purchase Agreement, Purchasers (including both Tenant-Purchasers and Non-Tenant Purchasers) will be required to deliver a Deposit in an amount equal to 10% of the Purchase Price. All Purchasers (including both Tenant-Purchasers and Non-Tenant Purchasers) will be required to deliver an Additional Deposit in an amount equal to 10% of the Purchase Price before the earlier to occur of (i) 6 months after the date on which the Purchase Agreement is executed, or (ii) 15 days after the Presentation Date of the amendment declaring the Plan effective. Notwithstanding the foregoing, any Purchaser (including both Tenant-Purchasers and Non-Tenant Purchasers) executing a Purchase Agreement on or after the date the Plan is declared effective is required to deliver the full Deposit in an amount equal to 20% of the Purchase Price.

With respect to the payment of any Deposits, the Purchaser may deliver such payment by official bank check or, if Sponsor offers the option in Sponsor's sole discretion, by wire transfer. All checks (i) must be drawn on or issued by a bank or trust company which is a member of the New York Clearinghouse

Association, (ii) must be made payable to the direct order of “Starr Associates LLP, as Escrow Agent,” and (iii) shall be accepted by Sponsor subject to collection. If any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, at its option, among other things, (a) with respect to a check towards the Initial Deposit, to deem such Purchase Agreement to be void *ab initio* and of no further force or effect, or (b) with respect to any check towards the Additional Deposit, to cancel the Purchase Agreement and retain as liquidated damages all Deposits delivered, together with any interest earned thereon. With respect to wire transferred funds, (y) such wire transfer must be payable to the direct order of the Escrow Agent and (z) any wiring fees charged by the initiating and/or receiving bank shall be paid by Purchaser. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE.

All Deposits made pursuant to a Purchase Agreement are subject to the requirements of Section 71a(3) of the State of New York Lien Law and 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Pursuant to these laws, Sponsor will cause all Deposits received by it directly or by its agents or employees to be promptly deposited and held in accordance with the procedures set forth in the Section of the Plan entitled “Escrow and Trust Fund Requirements.”

With respect to Purchase Agreements received from Tenant-Purchasers for the Units such Tenant-Purchasers occupy on the Filing Date, such Purchase Agreements must be accepted by Sponsor provided that, during any Exclusive Purchase Period, the Tenant-Purchaser has delivered to Selling Agent (i) four (4) original, complete, and unaltered executed copies of the signed Purchase Agreement, (ii) a completed and executed original form W-9 or form W-8, as applicable, and (iii) the Initial Deposit. Such Tenant-Purchaser will receive a fully-executed counterpart of the Purchase Agreement from Sponsor.

The signing of the Purchase Agreement signifies Purchaser’s acceptance of the condition of the Property (as represented by Sponsor in the Plan), including, but not limited to, the Unit, the Storage Lockers, the Building and all Common Elements contained in the Building. In the event of any inconsistency between the provisions of the Purchase Agreement and the Plan, the provisions of the Plan will govern and be binding. The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser’s rights or abrogating Sponsor’s obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

With respect to Purchase Agreements from Non-Tenant-Purchasers, Tenant-Purchasers after the expiration of the Initial Exclusive Purchase Period, and Tenant-Purchasers for Units they do not occupy on the Filing Date to the Plan, such Purchase Agreement will not be binding on Sponsor until approved and executed by Sponsor, and delivered by Sponsor to the prospective Purchaser. Sponsor reserves the right to request thorough identification and financial information (including credit reports to be paid for by Purchaser) concerning any such prospective Purchaser, subject to any limitations and requirements imposed by Law. Sponsor will have 30 days after delivery by Purchaser of an executed Purchase Agreement and the Initial Deposit to accept or reject the Purchase Agreement. If a Purchase Agreement is not accepted by Sponsor within the 30 day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Initial Deposit shall be returned to Purchasers within 30 days thereafter. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by Law, and (b) a Purchase Agreement for more than one Unit to any Person.

With respect to both Tenant-Purchasers and Non-Tenant-Purchasers, Purchaser must deliver the payment of a Deposit or the Balance of the Purchase Price by wire transfer unless Sponsor offers, in Sponsor’s sole discretion, to accept an official bank check. Any and all wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser.

The Balance of the Purchase Price shall be payable simultaneously with the delivery of the deed to the Unit and, if applicable, the Storage Locker License.

The deed and Storage Locker License will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposits will be credited or paid to Purchaser at Closing or released to Sponsor if the Purchaser commits an Event of Default and the Plan is consummated.

Each Purchaser shall be obligated to execute and deliver a power of attorney at the Closing of Title to the Unit to the Condominium Board. The power of attorney grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements and to bring tax certiorari proceedings on behalf of all Unit Owners. The power of attorney also grants to Sponsor the right to amend the Condominium Documents. The power of attorney shall be substantially in the form set forth in Part II of the Plan.

In the event a Purchaser commits an Event of Default of any of the obligations on Purchaser's part to perform under the Purchase Agreement, whether monetary or non-monetary, TIME BEING OF THE ESSENCE with regard to the obligations of Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by written notice to Purchaser to either: (i) cancel the Purchase Agreement and retain as liquidated damages all Deposits made by Purchaser, together with interest earned thereon, if any; (ii) seek specific performance (except where the Purchaser is a Tenant-Purchaser who has entered into a Purchase Agreement to purchase the Unit such Tenant-Purchaser occupied on the Filing Date of the Plan) in which event Purchaser may be compelled to complete the purchase of the Unit. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have 30 days from the giving of notice of cancellation to cure the specified Event of Default. If the Event of Default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then the Purchase Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, all Deposits and any interest earned thereon. Upon the cancellation of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation on the part of Sponsor to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance (where the Purchaser is a Non-Tenant-Purchaser), then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with the Purchase Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under the Purchase Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection). Notwithstanding the foregoing, Sponsor shall not exercise its right to file an action for specific performance against a Tenant-Purchaser who purchases the Unit that the Tenant-Purchaser occupied on the Filing Date of the Plan.

TIME IS OF THE ESSENCE as to all of Purchaser's obligations under the Agreement, including, without limitation, Purchaser's obligation to close title on the Closing Date and to pay, perform or observe all of Purchaser's other obligations under the Purchase Agreement and to cure any default within 30 days after Sponsor gives written notice to Purchaser of the default. According to Black's Law Dictionary (Revised Fifth Edition), "time is of the essence of contract" means generally that punctual performance by one party at one precise time named or within a period specified in the contract is essential to enable the party to require performance by the other party. A Purchaser who has committed an Event of Default under the Purchase Agreement and fails to cure such Event of Default within the 30 day period may not be permitted additional time to cure the Event of Default.

After the amendment declaring the Plan effective has been accepted for filing, Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving written notice upon each Purchaser setting the Closing Date for the Unit. Such notice will be served not less than 30 days prior to the date set for the Closing of the Unit. Sponsor, in its sole discretion, may permit Purchaser to waive this 30 day notice provision.

If a Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date, other than due to Sponsor's failure or inability to Close: (a) the Closing apportionments described in the Section of the Plan entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs ("Actual Closing Date"); and (b)

Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the Purchase Price of the Unit per day commencing with the Scheduled Closing Date through the Actual Closing Date, as a reimbursement of Sponsor's increased 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. If through no fault of Purchaser, Sponsor postpones the Scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS UNDER THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF ALL DEPOSITS AND THE BALANCE OF THE PURCHASE PRICE.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit an Event of Default by Purchaser in the payment or performance of any obligations under any of such Purchase Agreements, beyond any applicable grace periods, shall be deemed an Event of Default under the other Purchase Agreements. In the event of such Event of Default, Sponsor may, at its option, cancel such Purchase Agreements and retain, as liquidated damages, all Deposits made by Purchaser, together with any interest earned thereon, if any, under each of the Purchase Agreements.

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) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Such Foreign Government Purchaser will be required to deposit with the Condominium at Closing, an amount equal to 2 years' Common Charges with respect to the Unit based on the Condominium's budget in effect as of the Closing of the Unit which will be in addition to the required contribution to the Working Capital Fund. Such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws of the Condominium. In the event that such Foreign Government Unit Owner defaults in respect of the terms, provisions and conditions of the By-Laws, the Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Unit Owner is in default. Thereafter, the Foreign Government Unit Owner shall deposit with the Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

A Unit Owner who acquired title to the Unit from Sponsor ("Sponsor Sale") is prohibited under the Purchase Agreement for a period of twelve (12) months from the Sponsor Sale from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion; (i) listing such Unit for sale with any broker; (ii) placing or authorizing any listing in any broker's listing system or other listing service; or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. With respect to Unit Owners who were not Tenant-Purchasers, the prohibitions set forth in (i), (ii) and (iii) above may be waived by Sponsor upon the Unit Owner's prior written request, which waiver and any conditions thereto may be granted, withheld or delayed, in Sponsor's sole and absolute discretion. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" and the By-Laws for further details.)

Prior to the Closing of Title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the Unit for sale or rental with any broker or listing agent or advertising or otherwise offering, promoting, holding open houses or publicizing the availability of the Unit for sale or lease, without Sponsor's prior

written consent, which consent may be unreasonably withheld or delayed in Sponsor's sole and absolute discretion. Any such action by Purchaser in violation of the terms of the Plan will be deemed a material Event of Default under the Purchase Agreement, and Sponsor may, at its option, cancel the Purchase Agreement and retain, as liquidated damages, all Deposits made by Purchaser, together with interest earned thereon.

Purchase Agreements delivered by Tenant-Purchasers during any Exclusive Purchase Period may only be modified to the extent negotiated without discriminatory inducement or to the extent such modification is the result of a duly filed amendment to the Plan.

If the Plan is abandoned, all Deposits previously paid to and actually collected by Sponsor together with any interest earned thereon, shall be returned to Purchasers in accordance with the provisions set forth in the Section of the Plan entitled "Effective Date."

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges (once Common Charges are assessed by the Condominium Board), real estate taxes and assessments whether or not separately assessed (including water charges and sewer rents, if separately assessed) and all other expenses with respect to the Unit, whether or not Purchaser has taken possession of the Unit, and whether or not all work required to be performed by anyone in or to the Unit has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until Purchaser is in possession or takes possession of the Unit, at which time such risk, to the extent not covered by existing insurance, shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, the cause of which originated outside the Unit and did not result from the acts or omissions of Purchaser or other occupants, guests, invitees, agents or workers, provided Sponsor elects (which election shall be, in its sole discretion), to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price of the Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section of the Plan entitled "Rights and Obligations of the Condominium Board/ Summary of By-Laws"), the Purchase Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, except for Special Work Funds, 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. If the cause of such damage or casualty resulted from the acts or omissions of Purchaser or other occupants, guests, invitees, agents or workers of Purchaser, Purchaser shall assume the risk of loss and obligation to repair the damage, and Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance of the Purchase Price and accepting delivery of the deed.

If the Purchase Agreement covers both a Unit and one or more Storage Lockers and Sponsor does not elect, or the Unit Owners do not resolve to make such repair or restoration to the affected Storage Locker or Storage Locker Area pursuant to the By-Laws following the fire or casualty, then the Purchase Agreement shall only be cancelled, as described above, with respect to the particular Storage Locker in question, and Purchaser shall remain obligated to purchase the Unit. At Closing of Title to the Unit, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the affected Storage Locker, to the extent any such money has been delivered to Sponsor.

SPONSOR SHALL IN NO EVENT BE OBLIGATED TO PERFORM ANY WORK TO THE PROPERTY, THE BUILDING, THE UNITS OR THE COMMON ELEMENTS OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE DESCRIPTION OF PROPERTY AND BUILDING CONDITION IMPROVEMENTS SET FORTH IN PART II OF THE PLAN.

Each Non-Tenant Purchaser of a Unit shall be given an opportunity to inspect the Unit prior to the Closing during normal business hours and in the company of Sponsor's representative, subject to the rights of any tenant or occupant of such Unit, and is urged to make a careful inspection thereof, as more fully set forth in the Purchase Agreement set forth in Part II of the Plan. At the Closing, each Non-Tenant Purchaser of a Unit shall be required to sign and deliver to Sponsor an Inspection Statement in substantially the form set forth in Part II of the Plan wherein such Purchaser acknowledges the condition in which Purchaser has inspected the Unit. Under no circumstances shall any item included on an Inspection Statement (i) constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing nor (ii) obligate Sponsor to deposit any monies in escrow at Closing.

The Building was constructed in approximately 1927. Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and materials pertaining to lead-based paint and/or lead-based hazards in the Building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Building, given the age of the Building and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers of a unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. See the Section of the Plan entitled "Sponsor's Statement of Building Condition" and the Purchase Agreement set forth in Part II of the Plan for further details.

For the purpose of preventing evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury ("FinCEN") issued a Geographic Targeting Order ("Order") to collect information about certain transactions, which applies to any corporation, partnership, limited liability company, or other similar business entity using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase "residential real property" in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of the Plan, such reporting threshold is \$300,000, which may be subject to change in the future. For the purposes of FinCEN, "residential real property" is defined as "real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families." Purchasers are advised that FinCEN has revised and extended the Order from time to time, which currently remains in effect until November 5, 2020 but may be subject to further extension. In the event that a Purchaser enters into a transaction that falls within the current scope of the Order, the Purchaser shall be required to deliver to the title company at Closing all documents and information necessary in order for the title company to comply with the requirements set forth

in the Order. Any failure by a Purchaser to deliver such documents and information shall be deemed an Event of Default under the Purchase Agreement. For further details, Purchasers are advised to consult with a title company.

The Purchase Agreement provides that, in the event that any obligation or undertaking required by Sponsor under the Purchase Agreement is prevented, delayed, or hindered by Force Majeure, Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the duration of the Force Majeure event and such tolling shall not entitle Purchaser to any credit, offset, or reduction in purchase price of the Unit or to be relieved of any other obligation under the Purchase Agreement. Purchasers should refer to the section of the Purchase Agreement entitled "Force Majeure" for more details.

The provisions set forth in this section of the Plan shall also apply to the Storage Lockers, as applicable.

ESCROW AND TRUST FUND REQUIREMENTS

All Deposits will be held in escrow in conformity with the disclosure contained in this Section of the Plan and in accordance with the escrow provisions contained in the Purchase Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in the escrow agreement or Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent ("Escrow Agent"), whose address is 220 East 42 Street, Suite 3302, New York, New York 10017 and whose telephone number is (212) 620-2680. As of the Filing Date of the Plan, the attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq. and Adam Kriegstein, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory is Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled "Starr Associates LLP, Escrow Account" ("Escrow Account") at M & T Bank located at 350 Park Avenue, New York, New York, 10022 ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York.

All instruments (a) in payment of a Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of "Starr Associates LLP, as Escrow Agent") and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as directed by Sponsor. In the event Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company which is a member of the New York Clearinghouse Association, with the understanding that checks drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the escrow bank or any other bank in connection therewith; (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall constitute a non-curable default under the Purchase Agreement, rendering the Purchase Agreement void ab initio and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under the Purchase Agreement and the Unit may be sold to another as though the Purchase Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under the Purchase Agreement, entitling Sponsor at its option to exercise the remedies set forth in section 13 hereof. All instruments accepted by Sponsor are subject to collection. In the event that Sponsor offers, in its sole discretion, to accept electronic payments, such electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

Deposits properly delivered to Escrow Agent will be placed in the Escrow Account within 5 business days after delivery by Purchaser to Sponsor or Selling Agent. Escrow Agent shall execute the Purchase Agreement Escrow Rider with respect to its obligations in this Section.

The checking account portion of the Escrow Account will not be interest-bearing. The sub-escrow account portion of the Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of all Deposits. All interest will be credited to Sponsor only in the event there is a Consummation of the Plan (as such term is defined in the Attorney General's regulations) and Purchaser commits an Event of Default. The interest rate to be earned will be the prevailing rate for these accounts. As of June 1, 2019, the interest rate for the Escrow Bank is estimated to be approximately 0.10%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no guarantee of, and shall have no liability to Purchaser for changes to, the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Escrow Account into the sub-escrow account portion of the Escrow Account, as determined by whether and when the Deposit clears.

All Deposits will be placed initially in the non-interest bearing portion of the Escrow Account. Each Purchaser is required to deliver, in addition to any other documents required by the Escrow Bank or any governmental agency, a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Attorneys for Sponsor (or Escrow Agent) at the time Purchaser signs and delivers the Purchase Agreement and the Initial Deposit. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, and any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8 or any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will remain or may be moved back into the non-interest bearing portion of the Escrow Account. Each Purchaser will be required to comply with the requirements of the Escrow Bank and/or any governmental agency at any time, failing which the Deposit shall remain in (or may be moved back into) the non-interest bearing portion of the Escrow Account. At such time as any Deposit is released, such Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Escrow Account so that checks may be drawn thereon. The Escrow Account is not an IOLA account.

All Deposits, except for Special Work Funds, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, until such time as Sponsor is entitled to the Deposit as per GBL § 352-h.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the delivery of the Initial Deposit. If Purchaser does not receive notice that the Initial Deposit has been placed in the Escrow Account within 15 business days after delivery of the Initial Deposit, Purchaser may cancel the Purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after delivery or crediting of the Initial Deposit by notice delivered to Sponsor and 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, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Initial Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations. However, Escrow Agent will not be required to send the aforementioned letter to any Purchaser in connection with any subsequent Deposits delivered by Purchaser after the Initial Deposit (including, without limitation, the Additional Deposit or any funds in connection with any changes in the interest rate).

Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and as set forth in the Escrow Agreement Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Under current Law, the sub-accounts at the Escrow Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to a maximum of \$250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of \$250,000 such Deposit will not be FDIC insured in excess of \$250,000; and (ii) while the Deposit is in the non-interest bearing portion of the Escrow Account, the Deposit may not be fully FDIC insured even if the Deposit does not exceed \$250,000. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

All Deposits delivered subsequent to the Initial Deposit, including, without limitation, the Additional Deposit, may be delivered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. A Deposit shall be deemed delivered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

Acceptance of any Deposit by Sponsor or Selling Agent and any deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser delivers a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after delivery, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

Sponsor or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of delivery of such Deposits by a Purchaser, using such transmittal forms as required by Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after Consummation of the Plan (as such term is defined in the Attorney General's regulations). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

Escrow Agent shall release the Deposits if so directed:

- (i) pursuant to terms and conditions set forth in the Plan and Purchase Agreement upon closing of title to the Unit; or
- (ii) in a subsequent writing signed by both Sponsor and Purchaser; or
- (iii) by a final, non-appealable order or judgment of a court.

If the Deposits are not released pursuant to this paragraph and Escrow Agent receives a request by Sponsor or Purchaser to release the Deposits, Escrow Agent shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If Escrow Agent has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and Escrow Agent shall provide further written notice to both parties informing them of the release of the Deposits. If Escrow Agent receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, Escrow Agent shall continue to

hold the Deposits until otherwise directed pursuant to subsections (i) through (iii) of this paragraph. However, Escrow Agent shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

Sponsor will not object to the release of the Deposits to:

- (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan,
- (ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

The Purchase Agreement provides that Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under the Purchase Agreement.

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Escrow Agent is acting merely as a stakeholder. Upon the release of any Deposits pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to such Deposits.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations. Purchaser's execution of the Purchase Agreement shall be deemed to constitute Purchaser's acceptance of the terms of the escrow provisions set forth herein and the escrow agreement set forth in the Plan. Escrow Agent shall be a signatory to the Purchase Agreement solely with respect to Escrow Agent's obligations as set forth herein and the escrow agreement set forth in the Plan.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of any Deposits or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of such Deposits and continues to act as Escrow Agent.

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this Section 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 has agreed to indemnify Escrow Agent from all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the Escrow Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposits nor deducted from the Deposits by any financial institution under any circumstance.

Escrow Agent and all Authorized Signatories submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of their obligations with respect to this Section or otherwise concerning the maintenance of or release of the Deposits from escrow.

Escrow Agent will maintain all records concerning the Escrow Account for 7 years after the release of Deposits.

ASSIGNMENT OF PURCHASE AGREEMENTS

No Assignment of Purchase Agreement

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld, conditioned, or delayed. 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 entitle 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 to Starr Associates LLP a fee of \$1,500, 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.

EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The following provisions will determine whether, and when, the Plan will be declared effective:

(a) The Plan may not be declared effective until Purchase Agreements have been executed and delivered for at least 15% of all dwelling Units in the Building offered for sale, not including the Resident Manager's Unit (i.e. 14 Units based on 87 Units) by Bona Fide Tenants in occupancy or Bona Fide Purchasers who represent that they intend that they or one or more Family Members will occupy the Unit upon purchase or when it becomes vacant. As to tenants who were in occupancy on the Filing Date of the Plan, the Purchase Agreement must be executed and delivered pursuant to an offering made without discriminatory re-purchase agreements or other discriminatory inducements. The loan documents do not require Sponsor to enter into a specific minimum number of Purchase Agreements prior to declaring the Plan effective.

(b) After the conditions in the foregoing paragraph (a) have been met, Sponsor may, at its option, declare the Plan effective.

(c) When Purchase Agreements have been executed and delivered for the sale of 80% of all Units in the Building, not including the Resident Manager's Unit (i.e. 70 Units, assuming 87 Units offered for sale), and all the conditions referred to in the foregoing paragraph (a) have been met, Sponsor must declare the Plan effective.

The Plan will not be declared effective based on Purchase Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) assigned or transferred in violation of the Plan; or (iii) signed by Purchasers who have not been afforded at least 3 business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or at least 7 days to rescind after executing a Purchase Agreement; or (iv) signed by any Purchaser who is Sponsor, Selling Agent, Managing Agent, or a principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, Selling Agent, Managing Agent or a principal of either (except that such a Purchaser other than Sponsor or a principal of Sponsor may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is Bona Fide).

When calculating the 15% requirement: (i) no more than one Purchase Agreement by a Bona Fide Purchaser or by a tenant or tenants of a particular Unit will be counted; and (ii) only one Purchase Agreement from any tenant who leases or occupies more than one Unit will be counted.

Notwithstanding the fact that not all Purchasers counted for purposes of declaring the plan effective may actually close, if all Purchase Agreements are either rescinded or terminated prior to the date of first unit closing, sponsor must re-declare the Plan effective regardless of whether the condominium declaration has been recorded.

The Plan will be declared effective either by: (a) an amendment to the Plan or (b) by personal service of notice on every tenant and Purchaser or by commencement of service by mail of notice stating that the Plan is declared effective and submitting an amendment within 5 business days following such notice confirming that the Plan was declared effective as of the date of such notice. Upon acceptance for filing, the amendment will be delivered to all Purchasers and tenants. The First Closing shall not be fixed until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

To declare the Plan effective, 15% of Purchasers must be "bona fide," which is defined in 13 NYCRR § 23.3 (s)(6) as: (i) a tenant in occupancy on the date the Plan is declared effective ("Bona Fide Tenant Purchaser") or (ii) a Purchaser who represents that they or one or more members of their immediate family intend to occupy the Unit when it becomes vacant ("Bona Fide Non-Tenant Purchaser"). For purposes

of effectiveness, the purchase of contiguous Units (i.e. Unit combinations) shall be treated as one Unit. Notwithstanding the foregoing, the purchase of non-contiguous Units by one Purchaser for more than one Bona Fide Tenant or Bona Fide Purchaser (e.g. one Unit for parents and one for adult child) shall be treated as individual Units for effectiveness purposes.

In connection with the Plan being declared effective, the Department of Law requires an affirmative representation from each Bona Fide Tenant Purchaser and each Bona Fide Non-Tenant Purchaser as a part of the Department of Law's investigative process. Each Bona Fide Tenant Purchaser and each Bona Fide Non-Tenant Purchaser will be required to execute either an affidavit entitled "Affidavit of Bona Fide Tenant Purchaser For Purposes of Declaring Plan Effective" or "Affidavit of Bona Fide Non-Tenant Purchaser For Purposes of Declaring Plan Effective", as applicable (each a "Purchaser Affidavit"). A copy of each Purchaser Affidavit is annexed to the Purchase Agreement set forth in Part II of the Plan. The Purchaser Affidavit must be executed and returned by Purchaser together with the executed Purchase Agreement. To the extent the Department of Law or Sponsor requires that the Purchaser Affidavit be re-executed thereafter, Purchaser shall have five (5) days to re-execute and return an original to Sponsor. A Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser may also be required to submit to the Department of Law additional information concerning the intended occupancy of the Unit which is the subject of the Purchase Agreement and otherwise cooperate with the Department of Law's inquiry into the intended occupancy of the Unit. Any Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser who fails to (i) execute and return the Purchaser Affidavit (or re-execution thereof) to Sponsor, as and when required; (ii) deliver any and all additional information the Department of Law may require; and (iii) otherwise cooperate in any inquiry the Department of Law may initiate, will be deemed to have defaulted under the Purchase Agreement. Bona Fide Tenant Purchasers and Bona Fide Non-Tenant Purchasers are advised that a default of these obligations shall entitle Sponsor to all rights and remedies, including, without limitation, the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit, as set forth below, or, in the alternative, the right to commence an action for specific performance, in which case the Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser may be compelled by a court of law to fulfill all obligations concerning the Purchaser Affidavit.

Purchasers are advised to seek the advice of an attorney before executing a Purchaser Affidavit. The submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both Sponsor and Purchaser to both civil and criminal liability.

The Department of Law reserves the right to request additional information from Sponsor and any and all Purchasers used for purposes of declaring the Plan effective. Failure to provide such information to the Department of Law within the timeframe requested may result in the rejection of Sponsor's effectiveness amendment. Furthermore, the submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both Sponsor and Purchaser to both civil and criminal liability.

The Plan may not be amended at any time to provide that it shall be an eviction plan.

If the Plan has not become effective within 15 months from the Filing Date, it will be deemed abandoned, void and of no effect and all monies will be returned to Purchasers, with interest if earned, within 5 days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Deposit, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to such Purchaser under the Plan or the Purchase Agreement. Sponsor will promptly file an amendment together with Form RS-3 with the Department of Law. In the event of abandonment, no new Plan for the conversion of the Building shall be submitted to the Department of Law for at least 12 months after such abandonment.

Prior to the Plan becoming effective, Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever. If the Plan is abandoned and Sponsor has accepted Purchase Agreements, then Sponsor shall file an amendment with the Department of Law abandoning the Plan together with a Form RS-3. If

Sponsor has accepted Purchase Agreements, all Deposits, together with any interest earned thereon, will be returned to Purchasers within 30 days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Deposits, as aforesaid, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Purchase Agreements. Once the Plan has been declared effective, it may not be abandoned for any reason other than (i) a defect in title (unknown to Sponsor on the Filing Date of the Plan) which cannot be cured without litigation or cannot be cured for less than 1/2 of 1% of the total offering amount to Tenant-Purchasers in the aggregate; or (ii) substantial damage to or destruction of the Building by fire or other casualty which cannot be repaired cured for less than 1/2 of 1% of the total offering amount to Tenant-Purchasers; or (iii) the taking of any material portion of the Property by condemnation, or eminent domain. There will be no obligation on the part of Sponsor to incur expenses (except to the extent of up to an aggregate of 1/2 of 1% of the total offering amount to Tenant-Purchasers case of defects in title, casualty losses and violations as aforesaid) or engage in litigation to cure the same. Excluded from the dollar amounts set forth in (i), (ii), or (iii) above are attorneys' fees or any such title defects, violations, work orders, or determinations of any authority or regulatory association which exist on the Filing Date and either are known to Sponsor or are a matter of public record.

Sponsor will on the 30th, 60th, 88th and 90th day after the Presentation Date of the Plan and at least once every 30 days until the Plan is declared effective or abandoned and on the 2nd day before the expiration date and on the expiration date of any Exclusive Purchase Period provided in an amendment to the Plan, (i) file with the Department of Law, Real Estate Finance Bureau, 23rd Floor, 28 Liberty Street, 21st Floor, New York, New York 10005, a written statement, under oath, setting forth the percentage of Units in the Building which are the subject of Purchase Agreements executed by Bona Fide Tenants in occupancy on the Filing Date or Bona Fide Purchasers who represent that they intend that they or one or more specified Family Members occupy the Unit when it becomes vacant as of the date of such statement and as of a specified time and, (ii) before noon on the day such statement is filed, post a copy of such statement in a prominent place accessible to all tenants in the Building. The percentage shall be computed in the same manner as Sponsor shall compute the minimum percentage needed to declare the Plan effective. The statement which is posted in the Building and filed with the Department of Law shall include the following: the date and time of the statement, the Filing Date of the Plan, the Presentation Date of the Plan and of the current amendment, the last day of any Exclusive Purchase Period, the number of Bona Fide Tenants in occupancy and Bona Fide Purchasers who have executed Purchase Agreements, the number of Units counted in the base and the percentage of Purchasers. Copies of all filed and posted written statements will be available for inspection at the office of Selling Agent and at the Department of Law. All filed and posted written statements shall remain posted until the next filed and written statement is posted.

After an amendment declaring the Plan effective has been accepted for filing, Sponsor will fix dates for the Closing of Title to all Units as to which Purchase Agreements are outstanding, in accordance with the provisions of the respective Purchase Agreements. See the Section of the Plan entitled "Terms of Sale" for a discussion of the mechanics of Closing of Title to a Unit.

TERMS OF SALE

The term “Closing” refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the Purchase Price for such Unit. The Closing to each Unit shall be held at the office of Starr Associates LLP, 220 East 42 Street, Suite 3302, New York, New York 10017 or at such other place as Sponsor may designate.

Purchasers are required to close title upon the occurrence of the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the Department of Law.

(b) the only construction prerequisite to Closing is the issuance of a TCO for the Unit or a PCO for the Building. As such, each Purchaser shall be required to close title to their particular Unit provided that a current TCO is in effect with respect to the Unit. The Buildings Department issued a temporary certificate of occupancy (“TCO”) No. 122212612T014 dated June 26, 2020 for the Building. Purchasers are advised that in New York City it is common that renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy (“PCO”) covering the entire building but with only a 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 Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 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. No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit. Sponsor will undertake the responsibility for extending each TCO prior to its expiration, and ultimately for obtaining a PCO covering the entire Building within 2 years from the First Closing, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given its consent to a Unit Owner to perform alterations, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Sponsor does not make any representation that the Buildings Department will issue the PCO within such 2 year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the Building, and shall exercise best efforts to obtain the PCO within such 2 year period while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with, and refrain from obstructing, Sponsor in these undertakings. Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations prior to the procurement of a PCO, such renovations may cause additional delays in the issuance of a PCO. Nevertheless, Sponsor and its principals are obligated to procure the PCO. However, Sponsor or the Condominium Board may refuse to permit a Unit Owner to perform alterations until such time as a PCO has been obtained. Purchasers 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 currently available on the DOB website at: <http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>.

To the extent that Sponsor exercises its rights under the Plan to amend the Plan to disclose the performance of Sponsor’s Work, Sponsor’s Architect has advised that the TCO may need to be amended or changed as a result of Sponsor’s Work. (See the section of the Plan entitled “Rights and Obligations of Sponsor” for more details regarding Sponsor’s Work.)

Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Residential Unit and the Storage Locker simultaneously at Closing, even if the construction of the Storage Locker Area has not been complete and access to the Storage Locker by Purchaser is not yet available. The issuance of a TCO or PCO for the Storage Locker Area is not a prerequisite that must occur before Sponsor may require the closing of title to a Unit and an Storage Locker. In such event, the proceeds from the sale of the Storage Locker will be held in the Storage Locker Escrow until such time as access to the Storage Locker Area and Storage Locker is made available to Purchaser by Sponsor. The Storage Locker Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Storage Locker Escrow.

(c) the recording or filing of the Declaration, By-Laws, Floor Plans and architect and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable Law and such other documents as may be required by Law.

(d) the release of the Unit and its appurtenant Common Interest from the lien of all mortgages, if any.

(e) the delivery to Purchaser of written notice of the time and place of the Closing at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity for Purchaser to examine the Unit, during normal business hours and in the company of Sponsor's representative, prior to Closing. With respect to renovated Units, so long as a TCO is in effect covering such Unit, Purchaser will be obligated to close title irrespective of the nature of the items that may be included on Purchaser's Inspection Statement which Sponsor agreed to complete as part of its post-closing obligations. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details regarding the Inspection Statement and Sponsor's post-closing obligations following Closing).

(f) the installation by Sponsor of a smoke and carbon monoxide detector in the Unit.

(g) the conveyance of title to the Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances (as set forth on Schedule A annexed to the form of Purchase Agreement) and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Unit's title is subject, either (a) which have been expressly accepted by Purchaser, or (b) for which the instrument required to remove it of record has been delivered to the Title Company for recording in the proper office, together with the requisite recording or filing fees or delivered to the representative of Purchaser's title insurance company (or, if none, to Purchaser's attorney); or (c) as to which the Title Company will insure (without additional premium to Purchaser) that such lien or encumbrance will not be collected out of or enforced against the Unit; or (d) as to which Sponsor, at its sole option, pays and discharges from monies paid by Purchaser at Closing.

Sponsor shall be entitled to deliver the Initial Closing Notice once the Plan has been declared effective and prior to meeting the remaining Closing prerequisites set forth in this section, including, but not limited to, the issuance of a TCO or PCO.

At the Closing of Title to each Unit, each Purchaser shall execute and deliver:

(a) a bargain and sale deed with covenant against grantor's acts, substantially in the form set forth in Part II of the Plan, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law upon delivery to Sponsor of the Balance of the Purchase Price and such other checks and documents required pursuant to the Plan and the Purchase Agreement.

(b) a Unit Owner's Power of Attorney, substantially in the form set forth in Part II of the Plan.

(c) a notice to Managing Agent indicating whether a child under the age of eleven (11) will be living or residing (even temporarily) in the Unit or if the Purchaser wants to have window guards and/or legally compliant window stops installed on the windows of the Unit even though no child under the age of

eleven (11) will be living in the Unit. In the event that legally compliant window guards and/or window stops are to be installed, replaced, or repaired in the Unit, such installation shall be performed at the direction of Managing Agent and all costs associated therewith shall be charged to and borne solely by the Purchaser of the Unit.

(d) certificates or other evidence of property and liability insurance for the Unit, in amounts determined by the Condominium Board.

(e) a lease surrender agreement which terminates a Tenant-Purchaser's lease for the Unit or which terminates an occupant's Use and Occupancy Agreement, if applicable.

(f) all other documents necessary and/ or customary in connection with the conveyance of a condominium unit as directed by Sponsor's attorney.

Purchaser's failure to execute and deliver at Closing, all documents necessary and/ or customary or as directed by Sponsor's attorney in connection with the conveyance of a condominium unit, including without limitation, the documents listed in (a) through (e) above, shall constitute an event of default under the terms of the Purchase Agreement, entitling Sponsor to the default remedies set forth in the Purchase Agreement.

Ongoing construction in the Building or other Units and/ or the absence of a TCO or PCO for any other Unit or portion of the Common Elements shall not constitute a basis for Purchaser's failure or refusal to close.

In the event of the existence of any lien, encumbrance or title defect other than Permitted Encumbrances, which Sponsor fails or refuses to correct, the sole remedy of Purchaser under the Plan, provided Purchaser is not then in default, will be to either (i) take title subject to the title defect or (ii) terminate the Purchase Agreement, within 15 days after receipt of notice or an amendment disclosing such lien, encumbrance or title defect. A Purchaser electing to proceed with the purchase of the Unit will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor for damages or otherwise by reason thereof. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of $\frac{1}{2}$ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects. If Purchaser elects to terminate the Purchase Agreement, Sponsor shall cause all Deposits together with any interest earned thereon, to be returned to Purchaser, within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan.

IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF PURCHASER'S ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S FAILURE TO REMEDY THE TITLE DEFECT, IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE TITLE DEFECT.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances or otherwise enable the Title Company to omit such title exceptions from Purchaser's title insurance policy are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments. If existing mortgages or construction loans will not be satisfied at or prior to the First Closing, each mortgagee will either (i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

Sponsor shall be entitled to adjourn the Closing (without any credit or reduction in the Purchase Price) to remove or correct any title exception that cannot be dealt with as set forth above. Sponsor is not

obligated to cause Purchaser's title company to omit any exception if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception. Purchaser will be responsible to pay to the Title Company the entire premium for Purchaser's title insurance. Purchaser may obtain title insurance from any title insurance company or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion (unless Purchaser's lender shall require Purchaser to purchase title insurance covering such lender).

Pursuant to 13 NYCRR 23.3(t)(4), any personal property located within the Unit on the date the Purchase Agreement is executed or located within the Common Elements on the date the Declaration is filed that is owned by Sponsor is included in the conveyance unless specifically excepted in the Plan. Any personal property owned or installed by or on behalf of Sponsor or Selling Agent in the Common Elements for purposes of selling, leasing, promoting, or managing the Units or other properties owned by Sponsor or principals thereof is hereby specifically excepted from the conveyance.

Units purchased by Tenant-Purchasers with respect to the Units such Tenant-Purchases occupied on the Filing Date are being sold to such Tenant-Purchasers "as is" in the condition in which such Units exist on the Filing Date of the Plan, subject to ordinary wear and tear and to Sponsor's obligations to maintain the Building until the First Closing and to make repairs, improvements or decorations as may be otherwise set forth in the Plan, and in accordance with the Rent Laws, if and to the extent applicable. Units are being sold to Non-Tenant Purchasers and to Tenant-Purchasers "as is" in the condition in which they exist on the Closing Date of such Units. Sponsor will maintain the Building and the Common Elements until the First Closing, subject to ordinary wear and tear. Sponsor's obligation to make repairs in any Unit shall cease upon the Closing of Title of such Unit, except for repairs which Sponsor was obligated to make prior to the Closing of Title. Each Non-Tenant Purchaser will be given a reasonable opportunity to inspect the Unit prior to Closing, subject to the rights of any tenant or occupant of such Unit.

At Closing, the Unit will contain only those appliances, countertops, cabinets, sinks, air conditioning units (if any), hardware and other fixtures, equipment and appliances currently installed therein that are owned by Sponsor. The Unit is being sold unfurnished regardless of whether the existing lease or rental arrangement for the Unit provides that the Unit is rented in a furnished condition. Any appliances, air conditioning units, furnishings, equipment, fixtures and other personal property owned by any tenant of the Unit are not included in the sale.

If prior to the First Closing, Sponsor amends the terms and conditions of this offering to be more favorable to Tenant-Purchasers, a Tenant-Purchaser who executed and submitted a Purchase Agreement and delivered the Deposit for the Unit which the Tenant-Purchaser occupied on the Filing Date, before the Plan was amended, shall benefit from the more favorable terms and conditions.

The risk of loss to the Unit by fire or other casualty until the Closing of Title is assumed by Sponsor (unless and until Purchaser takes possession of the Unit, at which time such risk to the extent not covered by existing insurance shall be assumed by Purchaser) but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Condominium Board does not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect, unless Purchaser agrees to accept such Unit without such repair (in which case Purchaser shall not receive a credit toward, or an abatement in, the Purchase Price). Thereafter, the Deposit delivered by Purchaser to Sponsor will be refunded to Purchaser unless Purchaser has committed an Event of Default (beyond the applicable grace period, if any), in which event the Deposit delivered by Purchaser to Sponsor will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair the damage, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repair. A Purchaser electing to proceed with the purchase of a Unit (rather than rescind such Purchase Agreement within 15 days of notice) will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor by reason thereof.

The acceptance of a deed by a Purchaser shall be deemed an acknowledgement that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in the GBL or 13 NYCRR Part 23 (the regulations of the Attorney General governing the acceptance for filing of the Plan) to survive delivery of the deed.

From and after the Closing of Title to a Unit, a Purchaser will thereupon become obligated for the payment of Common Charges, Special Assessments, taxes and other charges against the Unit to the Condominium or the City of New York, as the case may be, and all other expenses (whether or not such Purchaser has taken possession of the Unit or the Building has been completed and whether or not the tenant in possession, if there be one, pays the rent required to be paid by such tenant to a Non-Tenant Purchaser).

The existing lease of a Tenant-Purchaser who has purchased the Unit such Tenant-Purchaser occupies will be terminated through execution of a lease surrender agreement as of the Closing of Title, and, as of the Closing, the Tenant-Purchaser will not have any rights afforded by nor be subject to, the Rent Laws or the GBL.

CLOSING COSTS AND ADJUSTMENTS

Closing Costs

As more particularly set forth in the Purchase Agreement, in addition to Purchaser's legal fees, Purchaser will pay the following estimated closing costs and expenses at the time of the Closing of Title. Purchasers are advised that the Storage Lockers are deemed personal property and accordingly, are not mortgageable, insurable for title insurance purposes, or otherwise subject to the imposition of transfer taxes detailed in this section. In the event that transfer taxes are imposed on the sale of the Storage Lockers, payment of such taxes shall be the obligation of Purchaser. Recording charges, fees, title costs and taxes set forth below pertain to Units only and are based on rates in effect on the Filing Date of the Plan and are subject to change without notice. Please note that the rate information in this section is based on the assumption that the title insurance underwriter has filed an application for a rate deviation in the State of New York (as have most major title insurance underwriters in the state).

(a) A non-refundable contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget at the time of Closing.

(b) If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium therefor, which will vary depending upon the amount requested. Purchasers are free to use a title company of their choice without any penalty. National Land Tenure Company, having an office at 950 Franklin Avenue, 2nd Floor, Garden City, New York 11530 (telephone: (516) 227-0800, fax: (516) 227-1160) ("Title Company"), has (i) reviewed the Plan and the Condominium Documents and has issued a letter to Sponsor that it is committed to insure that a valid Condominium will be created pursuant to the Condominium Act, (ii) issued the Specimen Title Policy set forth in Part II of the Plan, and (iii) provided Sponsor with the standard fee policy rates as set forth below:

FEE RATE SCHEDULE FOR INSURANCE UP TO \$1,000,000

AMOUNT OF INSURANCE	PREMIUM
First \$35,000 or less	\$325.00
From \$35,001 to \$50,000	\$5.39 per Thousand
From \$50,001 to \$100,000	\$4.39 per Thousand
From \$100,001 to \$500,000	\$3.52 per Thousand
From \$500,001 to \$1,000,000	\$3.21 per Thousand

FEE RATE SCHEDULE FOR INSURANCE OF \$1,000,000 OR MORE

AMOUNT OF INSURANCE	PREMIUM
First \$35,000 or less	\$382.00
From \$35,001 to \$50,000	\$6.34 per Thousand
From \$50,001 to \$100,000	\$5.16 per Thousand
From \$100,001 to \$500,000	\$4.14 per Thousand
From \$500,001 to \$1,000,000	\$3.78 per Thousand
From \$1,000,000 to \$5,000,000	\$3.48 per Thousand
From \$5,000,001 to \$10,000,000	\$3.09 per Thousand
From \$10,000,001 to \$15,000,000	\$2.92 per Thousand
From \$15,000,001 and up	\$2.62 per Thousand

(c) If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance, the premium for the fee title insurance will be calculated as described in paragraph (b) above. The premium for the mortgage title insurance that does not exceed the fee policy will be calculated at a discounted

rate of 30% of standard mortgage policy rates. Title Company has provided Sponsor with the standard mortgage policy rates as set forth below:

SIMULTANEOUS MORTGAGE RATE SCHEDULE

AMOUNT OF INSURANCE	PREMIUM
First \$35,000	\$327.00
From \$35,001 to \$50,000	\$5.27 per Thousand
From \$50,001 to \$100,000	\$4.31 per Thousand
From \$100,001 to \$500,000	\$3.46 per Thousand
From \$500,001 to \$1,000,000	\$3.14 per Thousand
From \$1,000,001 to \$5,000,000	\$2.90 per Thousand
From \$5,000,001 to \$10,000,000	\$2.57 per Thousand
From \$10,000,001 to \$15,000,000	\$2.42 per Thousand
From \$15,000,001 and up	\$2.19 per Thousand

A form of Unit Owner's Specimen Title Policy, if title insurance is ordered from the Title Company, is set forth in Part II of the Plan.

(d) A fee for recording the deed and Unit Owner's power of attorney, being \$42 for each instrument plus \$5 per page together with a fee of \$125 for filing the New York City Real Property Transfer Tax return ("City Tax Return").

(e) Closing fees payable to Starr Associates LLP, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing ("Sponsor Closing Fees"):

(1) \$3,250.00 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Starr Associates LLP, or such other place as Sponsor may designate and supervision of execution of closing documents;

(2) \$250 for the preparation of ACRIS transfer documents required by the City of New York.

(3) \$500 for the preparation of the Storage Locker License, if applicable.

(4) 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 (which request in all instances must be received by Sponsor's attorney no later than 7 business days prior to the Scheduled Closing Date), a fee of \$1,500, payable in advance, for preparation of an assignment agreement.

(5) If, through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay an additional fee of \$1,250 for each rescheduled Closing granted at Purchaser's request to defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments.

(6) If Purchaser obtains mortgage financing, then Purchaser shall pay an additional fee of \$750 to defray the costs associated therewith.

(7) If Purchaser effectuates a tax deferred exchange under section 1031 of the Internal Revenue Code, the Purchaser shall pay an additional fee of \$750 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with such tax deferred exchange.

Purchaser may pay more than one fee pursuant to (e) above with respect to a Unit. In addition to an attendance fee in connection with a completed Unit transfer, Starr Associates LLP shall also be

entitled to an attendance fee in the amount set forth above if such firm's representative attends a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one assignment request.

(f) The following taxes: (i) New York City Real Property Transfer Tax ("RPT Tax"), calculated by multiplying the consideration by a 1% tax rate where the consideration is \$500,000 or less or by a 1.425% tax rate where the consideration is more than \$500,000, (ii) New York State Real Estate Transfer Tax ("State Transfer Tax"), calculated by rounding the consideration up to the nearest \$500 and multiplying that number by the applicable tax rate shown on the chart below, and (iii) where consideration is over \$1,000,000, the New York Tax Law "additional tax," commonly known as the "mansion tax" ("Mansion Tax"), by multiplying the consideration by applicable tax rate shown on the chart below.

State Transfer Tax:	<i>Rounded Consideration Amount</i>	<i>Tax Rate (Residential)</i>	<i>Tax Rate (Commercial)</i>
	Under \$2 million	0.4%	0.4%
	\$2 million - \$3 million	0.4%	0.65%
	Over \$3 million	0.65%	0.65%

Mansion Tax:	<i>Consideration Amount</i>	<i>Tax Rate</i>
	Under \$1 million	Not subject to tax
	At least \$1 million, but less than \$2 million	1%
	At least \$2 million, but less than \$3 million	1.25%
	At least \$3 million, but less than \$5 million	1.5%
	At least \$5 million, but less than \$10 million	2.25%
	At least \$10 million, but less than \$15 million	3.25%
	At least \$15 million, but less than \$20 million	3.5%
	At least \$20 million, but less than \$25 million	3.75%
	More than \$25 million	3.9%

While State Transfer Tax and the RPT Tax are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan, as is typical and customary in the majority of offering plans filed with the Department of Law.

The New York City Department of Finance has taken the position that where a purchaser of property assumes the obligation for the payment of the RPT Tax, the State Transfer Tax, and other fees that are generally obligations borne by a seller (which in this case includes Sponsor Closing Fees), those amounts will be treated as additional consideration for the transaction subject to tax. Upon adding these amounts to the Purchase Price of the Unit, the resulting sum ("Taxable Consideration") is used as the basis for the calculation of the State Transfer Tax and the RPT Tax payable by Purchaser at the Closing.

As the Mansion Tax is a statutory obligation of Purchaser, the payment by Purchaser of the Mansion Tax is not treated as additional consideration for the transaction. However, the New York City Department of Finance has taken the position that the amount of Mansion Tax due at Closing (if any) is calculated based on the Taxable Consideration, as opposed to the Purchase Price, and therefore Purchasers should be aware that in some instances it is possible that the aforementioned "bulking up" of the consideration by virtue of the State Transfer Tax, RPT Tax, and other fees can ultimately cause a Purchase Price of less than \$1,000,000 to exceed \$1,000,000 in Taxable Consideration.

By way of illustration, the following breakdown of calculations reflect how the RPT Tax, the State Transfer Tax, and the Mansion Tax are computed based on the “bulked up” consideration:

	<i>Purchase Price \$500,000 or less</i>	<i>Purchase Price greater than \$500,000 and less than \$2,000,000</i>
<u>Tentative RPT Tax:</u>		
Purchase Price	\$400,000	\$1,500,000
Applicable Tax Rate	<u>x 1%</u>	<u>x 1.425%</u>
Subtotal: Tentative RPT Tax	\$ 4,000	\$ 21,375
<u>Tentative State Transfer Tax:</u>		
Purchase Price	\$400,000	\$1,500,000
Rounded up to the nearest \$500	\$400,000	\$1,500,000
Applicable Tax Rate	<u>x 0.4%</u>	<u>x 0.4%</u>
Subtotal: Tentative State Tax	\$ 1,600	\$ 6,000
<u>Actual RPT Tax:</u>		
Purchase Price	\$400,000	\$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	<u>+ 3,000</u>	<u>+ 3,000</u>
Taxable Consideration	\$408,600	\$1,530,375
Applicable Tax Rate	<u>x 1%</u>	<u>x 1.425%</u>
Total: RPT Tax	\$ 4,086	\$ 21,808
<u>Actual State Transfer Tax:</u>		
Purchase Price	\$400,000	\$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	<u>+ 3,000</u>	<u>+ 3,000</u>
Taxable Consideration	\$408,600	\$1,530,375
Rounded up to the nearest \$500	\$409,000	\$1,530,500
Applicable Tax Rate	<u>x 0.4%</u>	<u>x 0.4%</u>
Total: State Transfer Tax	\$ 1,636	\$ 6,122
<u>Mansion Tax:</u>		
Purchase Price	\$400,000	\$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	<u>+ 3,000</u>	<u>+ 3,000</u>
Taxable Consideration	\$408,600	\$1,530,375
Applicable Tax Rate	N/A	<u>1%</u>
Total: Mansion Tax	N/A	\$ 15,304

Thus, the effective tax rate of the RPT Tax is approximately 1.014% of the Purchase Price where the Purchase Price is \$500,000 or less and 1.451% where the Purchase Price is greater than \$500,000, and the effective tax rate of the State Transfer Tax is approximately 0.41% where the consideration is less than \$2,000,000 in commercial transactions or \$3,000,000 in residential transactions (provided, however, that the rounding requirement in the calculation of the State Transfer Tax may affect the exact percentage), and

the effective rate of the Mansion Tax is approximately 1.02% where the Purchase Price is greater than \$1,000,000 but less than \$2,000,000. For information regarding calculations involved in transactions of \$2,000,000 or more or that are otherwise different from the limited scope set forth on the illustrative table above or in this paragraph, Purchasers are advised to consult with their Title Company or with counsel.

Sponsor has been advised by the Title Company that the information set forth below reflects the current position of the New York City Department of Finance with respect to RPT Tax that is due and payable in connection with the transfer by a seller of one or more units to the same or related purchasers, whether pursuant to one or more Purchase Agreements:

(1) **Purchase of a single Unit:**

The RPT Tax on the Unit is 1% if the Taxable Consideration is \$500,000 or less, or 1.425% if the Taxable Consideration is greater than \$500,000.

(2) **Purchase of multiple Units:**

The RPT Tax on each Unit is 1.425% if the Taxable Consideration is \$500,000 or less, or 2.625% if the Taxable Consideration is greater than \$500,000.

The Department of Finance currently takes the position that: (i) the lower tax rate (either 1% if the Taxable Consideration is \$500,000 or less, or 1.425% if the Taxable Consideration is greater than \$500,000) applies only in the case of a transfer of “an individual residential condominium unit;” and (ii) the higher tax rate (either 1.425% if the Taxable Consideration is \$500,000 or less, or 2.625% if the Taxable Consideration is greater than \$500,000) applies if a purchaser acquires more than one individual Unit (i.e. two Units).

(g) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, for original mortgages in a loan amount of less than \$500,000, the mortgage recording tax rate is 2.05% of the face amount of the mortgage. For original mortgages in a loan amount of \$500,000 or more, the mortgage recording tax rate is 2.175% of the face amount of the mortgage for one-to-three family homes and condominium units (or a 2.8% rate for all other properties, including without limitation commercial condominium units). Of the total tax due, the mortgagee pays an amount equal to 0.25% of the face amount of the mortgage. In addition, there is a \$30 exemption for residential property. No representation is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources.

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender 1/12 of the estimated annual real estate taxes and tax assessments which are assessed or will be assessed against the Unit, together with 1/12 of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month’s real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

(h) If Purchaser has dealt with any broker other than Selling Agent or any other broker engaged in writing by Sponsor in connection with the purchase, then Purchaser will be required to pay any commission due to such broker.

(i) If Purchaser obtains mortgage financing, then one of the two following events shall apply, to the extent applicable: (a) if Sponsor is eligible for a mortgage recording tax (“MRT”) credit, then Purchaser will pay Sponsor a sum equal to the partial MRT credit to which Purchaser may be entitled pursuant to § 339-ee(2) of the Condominium Act,” or (b) if Sponsor is ineligible for an MRT credit, Purchaser shall be required

to cooperate with Sponsor, Construction Lender, and Title Company to effectuate a partial mortgage assignment, as set forth in more detail in the following subsection entitled “Mortgage Recording Tax Credit.” In either case, any MRT credit received by Purchaser shall be paid to Sponsor as a reimbursement for the MRT previously paid by Sponsor in connection with any existing mortgages;

(j) If Purchaser is a Foreign Government Purchaser, Purchaser will be required to deposit with the Condominium an amount equal to 2 years’ Common Charges with respect to the Unit, based on the Condominium budget in effect as of the Closing Date.

(k) Purchaser shall pay Purchaser’s share of the Purchase Price of the Resident Manager’s Unit (plus closing costs) allocated in accordance with the Common Interest of each Unit in the amount set forth in the section of the Plan entitled Schedule A – Purchase Prices and Related Information.

All legal costs, fees and expenses of Starr Associates LLP, other than those specifically set forth above, will be the sole responsibility of Sponsor.

Mortgage Recording Tax Credit (“MRT”)

In the event that Sponsor is eligible for an MRT credit, then any Purchaser who obtains a mortgage loan must pay Sponsor a sum equal to the partial MRT credit to which Purchaser may be entitled pursuant to § 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the MRT previously paid by Sponsor in connection with any existing mortgage(s) taken out by Sponsor (“Mortgage”).

In the event that Sponsor is ineligible for an MRT credit, in whole or in part, Sponsor’s intention is for its mortgage lender to assign a portion of the Mortgage to each Purchaser’s lender, with the lender’s cooperation, when and if a Purchaser obtains financing. Each Purchaser’s loan would, therefore, consist of a portion of the assigned Mortgage, for MRT purposes. The partial mortgage assignment would have no adverse impact on the purchase price of the Unit or on Purchaser’s mortgage payment. Mortgage assignments (as opposed to new mortgages) are exempt from MRT. Since a portion of the Mortgage would be assigned to each Purchaser’s lender as each Unit is conveyed from Sponsor to Purchaser, the Purchaser would be exempt from paying MRT to the City and State of New York to the extent that its mortgage consists of the assigned Mortgage. At the closing, Sponsor would receive a payment from Purchaser equal to (but not in excess thereof) the MRT that would otherwise be payable to the City and State of New York on the recording of Purchaser’s mortgage. Pursuant to the terms of the Purchase Agreement, the form of which is set forth in Part II of the Plan, such Purchasers will be required to (i) advise its lender of this provision and make a good faith effort to cooperate with Sponsor and Sponsor’s lender in connection with the partial assignment of its Mortgage, and (ii) cause its title company (if such title company is different from the Title Company named in the Plan) to cooperate with Sponsor’s Title Company in effectuating and keeping record of the partial mortgage assignments.

Example of Estimated Closing Costs for a Typical Unit

A numerical example of estimated closing costs and expenses for a single Unit with a Purchase Price of \$4,237,500 and a projected mortgage of \$3,150,000 are set forth below by way of illustration only. All tax rates, title insurance premiums and recording rates are subject to change:

ITEM	DESCRIPTION	AMOUNT
Fee Insurance Premium for \$4,237,500 of owner's insurance	Fee insurance premium.	\$15,549.00
Mortgage Insurance Premium for \$3,150,000 of lender's insurance	Mortgage insurance premium.	\$2,943.00
RPT Tax	1.425% of bulked-up consideration of \$4,325,428.13	\$61,637.35
State Transfer Tax	0.65% of bulked-up, rounded up consideration of \$4,325,500.	\$28,115.75
Mansion Tax	1.5% of bulked-up consideration of \$4,325,428.13.	\$64,881.42
Mortgage Recording Tax	The tax rate is 2.175%. The borrower pays 1.925% - \$30. This does not include the lender's ¼ point of mortgage tax in the amount of \$7,875.00	\$60,607.50
Departmental and Bankruptcy Searches	Title searches.	\$520.00
Estimated Recording Fees	One deed, one mortgage and one condo power of attorney.	\$550.00
Estimated Lender's Title Endorsements	3 endorsements at \$50.00 each.	\$150.00
Sponsor Closing Fees	Basic closing fee (\$3,250.00) + ACRIS document preparation fee (\$250) + mortgage financing fee (\$750).	\$3,500.00
Working Capital Fund	2 months' Common Charges	See Schedule A
Share of Resident Manager's Unit (assuming Residential Common Interest of 1.4668%)	Resident Manager's Purchase Price payment.	\$25,907.36
Total Estimated Closing Costs	<i>Excluding Working Capital Fund.</i>	\$264,361.38

This example does not include the following costs or fees, to the extent applicable: Purchaser's financing costs, legal fees of Purchaser's attorney, additional Sponsor Closing Fees payable as set forth in paragraph (e) above, recording additional documents, penalty for late closing or adjustments with Sponsor (including mortgage recording tax reimbursement), apportionment of real estate taxes and insurance as described below.

Purchasers should note that adjustments for various closing items including Common Charges and real estate taxes will be made at Closing.

The foregoing projections assume that title insurance is purchased from the Title Company and that Purchaser closes without delays or the imposition of penalties. If Purchaser obtains a mortgage loan Purchaser can expect to incur additional fees for mortgage title insurance (with benefit of simultaneous rates), mortgage recording taxes and fees and other closing fees set forth above, plus the fee of Purchaser's attorney. Purchasers are advised to consult with prospective lenders for a detailed projection of related financing costs. Furthermore, the above example does not take into account possible new taxes, increases in tax rates or recording fees or increases in the cost of title insurance.

In the event Sponsor obtains a construction or acquisition loan which satisfies certain parameters and pays a mortgage recording tax thereon, it is specifically understood that, any mortgage tax credit shall inure to

the benefit of Sponsor. Accordingly, at Closing, each Purchaser may pay all or a portion of the mortgage recording tax to Sponsor, to the extent of any mortgage tax credit allowed.

Closing Adjustments

(i) **Adjustments.** At Closing, adjustments between Sponsor and Purchaser will be made as of midnight of the day preceding the Closing Date with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, and future real estate taxes and assessments in accordance with the terms of the subsection below entitled “Real Estate Taxes;” (b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and (c) if Purchaser is occupying a Unit pursuant to a Use and Occupancy Agreement, accrued use and occupancy fees and other charges.

(ii) **Penalties.** If Purchaser fails for any reason to close title to the Unit on the Scheduled Closing Date, (a) the Closing adjustments described above will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the Actual Closing Date occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor’s increased carrying costs 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 0.03% of the Purchase Price for each day starting from (and including) the Scheduled Closing Date to (and including) the Actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally Scheduled Closing Date, these provisions shall apply to any new Scheduled Closing Date.

(iii) **Real Estate Taxes.** In the event the Units have not been separately assessed for real estate tax purposes by the New York City Department of Finance (“Finance Department”) prior to the First Closing, Sponsor shall deliver at the First Closing to Escrow Agent, either cash, a letter of credit or a surety bond (“Tax Security”) in the amount of the real estate taxes for the next ensuing tax period (“Future Taxes”). Escrow Agent shall hold the Tax Security in escrow for the benefit of the Condominium. At each Closing prior to the date the Units are separately assessed and billed, Purchasers will be obligated to pay to Sponsor an amount equal to the Unit’s pro-rata share of the Future Taxes (computed by multiplying the Common Interest of the Unit by the amount of the Future Taxes) (“Unit Tax Payment”). The Future Taxes shall be paid to the Finance Department when due by Sponsor, or by Escrow Agent using the Tax Security, either at Sponsor’s direction, or upon Sponsor’s failure to make such payment. If Sponsor pays the Future Taxes directly, the Tax Security shall be released to Sponsor upon delivery to Escrow Agent of proof of payment from the Finance Department of the Future Taxes. If at the time the Future Taxes are paid, the amount of the Future Taxes has been reduced by the Finance Department as a result of the implementation of real estate tax benefits, Escrow Agent shall make appropriate refunds to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers on account of Unit Tax Payments.

In the event the Units are separately assessed and individual tax bills are issued by the Finance Department prior to the date the Future Taxes are due, Escrow Agent shall release the Tax Security to Sponsor and Sponsor shall in turn make such appropriate refunds to Purchasers, as appropriate. In such event, Sponsor and Purchasers who closed title shall be required to pay their respective tax bills directly to the Finance Department.

With respect to subsequent Future Taxes, until the Units are separately assessed and individual tax bills are issued, the Condominium Board shall collect a Unit Tax Payment from each Unit Owner which Unit Tax Payment shall constitute additional Common Charges. Unit Tax Payments shall be payable by Unit Owners within 5 days of the date billed by the Condominium Board and shall be due and payable by such Unit Owner to the Condominium Board irrespective of whether such Unit Owner is required to escrow funds with a Lender in connection with a mortgage loan on such Unit. If any Unit Owner fails to make the Unit Tax Payment as set forth above, the Condominium will have a lien on the Unit for non-payment in the same manner as Common Charges (see the section of the Plan entitled “Rights and Obligations of Unit Owners,” subsection: “Common Charges: Collection and Lien for Non-Payment” for details).

Illustration. By way of illustration only, a Purchaser closing on a Unit in the middle of December (prior to separate assessment and individual billing of real estate taxes) is obligated to: (a) adjust with Sponsor for the first-half real estate taxes (July 1 to December 31) paid by Sponsor in July for the period from Closing through December 31; and (b) deliver to Sponsor a Unit Tax Payment for the second-half Future Taxes (January 1 to June 30). Thereafter, if the Units are not separately assessed and individual tax bills are not issued prior to the next ensuing tax payment, the Condominium will have the obligation to collect from each Unit Owner a Unit Tax Payment for first-half real estate taxes (July 1 to December 31) and pay such real estate taxes directly to the Finance Department on behalf of all Unit Owners.

In the event the amount of Future Taxes is increased (due to an increase in the tax rate or otherwise) prior to the separate assessment and issuance of individual tax bills by the Finance Department, the amount of such increase shall be payable by all Unit Owners, including Sponsor (with respect to its Units), in proportion to each Unit's Common Interest, adjusted for the period of ownership of each Unit by the respective Unit Owner. Such amount of increase shall be payable to Sponsor or the Condominium Board, as the case may be, within 5 days following written notice provided to such Unit Owner. Such increase shall be deemed additional Common Charges.

Other Costs

Except as specifically set forth in the Plan, Sponsor will pay all costs and expenses incurred in connection with the promulgation and consummation of the Plan and the sale of Units by Sponsor, including, but not limited to, all selling expenses and commissions payable to Selling Agent, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the obligations of Sponsor. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following rights and obligations and all Purchasers upon execution of their respective Purchase Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following:

(a) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of Units, or due to structural, architectural or mechanical considerations provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligation of a Unit Owner or Purchaser to any adverse and material degree and any substitution of appliances, equipment or materials shall be of Equal or Better Quality. Any such material and adverse modification, addition or change will be reflected in a duly filed amendment to the Plan. There is a rebuttable presumption that an increase or decrease in the square footage of a Unit, as set forth in the Schedule A, by 5% or less (excluding interior partitions) is not a material and/or adverse change.

(b) The offering by Sponsor under the Plan is contingent upon the Plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan may be abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective (see the Section of the Plan entitled "Effective Date" for details).

(c) Sponsor has procured an agreement from M & T Bank ("Sponsor's Lender") for financing the acquisition and/or renovation or improvement of the Building or portions thereof. Sponsor will receive advances from Sponsor's Lender each month, so long as Sponsor complies with the provisions of the loan regarding its responsibilities to use the funds advanced in the agreed manner and generally to proceed with the Building improvements as agreed to in the loan documents. The loan documents do not require Sponsor to enter into a specific minimum number of Purchase Agreements prior to declaring the Plan effective.

(d) Set forth in Part II of the Plan is an opinion letter ("Asbestos Summary") prepared by Lawrence Environmental Group, LLC ("Asbestos Consultant") dated February 4, 2020, which sets forth a current description of the absence, presence, or presumption of asbestos-containing material ("ACM") in the Building and Apartments based on recent testing and samplings conducted in connection with an Asbestos Operations and Maintenance Program Report dated February 2014 and an Asbestos Survey Report dated March 26, 2014 (collectively, "Asbestos Reports"), as well as information based on most recent ACP-5 reports and ACP-21 reports. The Asbestos Reports are annexed to the Asbestos Summary as exhibits. At this time, Sponsor's obligations under Law do not require Sponsor to include the performance of any ACM remediation work. However, should Sponsor encounter any ACM in the course of Sponsor's Work in the future, all such findings of ACM shall be surveyed, removed, encapsulated, or otherwise remediated as required by Law.

(e) While the Units and Common Elements are currently being offered "as is" (subject to the terms and conditions of the Plan), Sponsor reserves the unconditional right to file one or more amendments to the Plan in order to disclose construction work with respect to vacant Unsold Units and Common Elements, including without limitation: (i) with respect to vacant Unsold Units or Unsold Units that become vacant at any point, if any: renovating and combining vacant Units and/or (prior to the recordation of the Declaration) incorporating common areas into such Units, and (ii) with respect to the common areas, amenities, Storage Lockers, and facilities: renovating the residential lobby, corridors, elevators, and other portions of the Building, including without limitation installing light fixtures, painting, refinishing, hanging wall coverings,

installing wiring, performing capital replacements and repairs, laying carpeting, installing intercom systems between the lobby and certain Units, adding on additional levels to the building (to create additional penthouse units), and incorporating areas of the roof (formerly serving as amenity spaces) into one or more vacant Units (collectively, as applicable, “Sponsor’s Work”). Without limiting the generality of the foregoing paragraph, the following potential construction projects are included within the scope of “Sponsor’s Work:” (a) the area of the rooftop that has been previously used as a common terrace is contemplated to be converted into private Terraces appurtenant to Units and/or inaccessible rooftop areas, and in which event, in lieu of a rooftop terrace, Sponsor shall construct for the use and enjoyment of Unit Owners and fee-paying tenants a common courtyard located on the ground floor of the Building, which shall include landscaping to promote a visually aesthetic appearance, and/or (b) one or more penthouse units are contemplated to be added (including without limitation by adding another level onto the building and/or reconfiguring the existing penthouse levels), which may in turn involve the following additional work (which are also expressly included within the definition of “Sponsor’s Work”): (x) the relocation of one or more air conditioning condensers currently situated on the roof, in which event – to compensate for any temporary interruption to such service – Sponsor shall provide such affected residents with a temporary substitution for air conditioning (for example, by providing a window air conditioner or floor-mounted air conditioner, etc.), and (y) the removal of the staff bathroom and the reduction in size of the laundry room (which may result in the removal of one or more washing machines or dryers) located in the cellar in order to create additional mechanical space or other necessary service space. (With respect thereto, Purchaser should note that all apartments except the rent-regulated apartments currently contain their own washing machine and dryer.)

In the event that Sponsor amends the Plan to disclose an updated Description of Property and Improvements and/or Floor Plans that reflect the inclusion of Sponsor’s Work, Purchasers and Tenants are advised that Sponsor’s Work may create a noisy or otherwise disruptive condition in the Building. During the performance of Sponsor’s Work, Sponsor reserves the right to access any common areas of the Building or the Property (subject to the rights of tenants thereof), temporarily interrupt utility service in connection with such work and temporarily relocate entrances and exits to the Building (provided legally required means of access and egress are provided). Sponsor will comply with Law in connection with Sponsor’s Work, including without limitation any and all applicable Rent Laws and filing requirements by the Buildings Department. By signing a Purchase Agreement, Purchasers (including Tenant-Purchasers) consent to (i) any material changes in the common areas as a result of Sponsor’s Work (including without limitation the removal of the common roof amenities, as a result of such areas being incorporated into one or more vacant Units), (ii) any change in the Unit’s common interest as a result of Sponsor’s reconfigurations of the other Units and Common Elements in the Building, and (iii) waive any right of rescission and/or claim that Purchaser may have against Sponsor, its principals, and its affiliates arising out of or relating to an amendment or revision to the Plan disclosing any Sponsor’s Work, to the extent such disclosed Sponsor’s Work is in accordance herewith.

As part of Sponsor’s Work, Sponsor may perform a Capital Repairs and Improvements Program, as set forth in more detail in the subsection below of same name. Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements (“MCI Rent Increase”) made by Sponsor and/or the Condominium, or Purchasers of Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is not entitled to seek a MCI Rent Increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such capital improvements.

Sponsor has been informed that, as of the Filing Date of the Plan, a Tenant Protection Plan is not yet required. However, in the event that Sponsor elects to perform Sponsor’s Work in accordance with the terms of the Plan, a Tenant Protection Plan (which may be amended from time to time) will be in place and will be adhered to by Sponsor to the extent required by the Buildings Department. If required by the Buildings Department, Sponsor will amend the Plan to disclose such Tenant Protection Plan and it will be posted in the Building during construction.

Purchasers are advised that Sponsor and/or the Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as Sponsor's Work has been completed. (See the Section of the Plan entitled "Introduction" subsection "Services and Facilities" for details.)

Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services shall not be the responsibility of Sponsor. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities may delay the Closing of Title to certain Units or lines of Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed. (See the Section of the Plan entitled "Description of Property and Building Conditions" subsection "Services and Facilities" for details.)

Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the renovation process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

No assurance can be given with regard to the accuracy of any projected completion dates set forth in the Plan. It is anticipated that during the approximately first several years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing renovation of the Building, making adjustments and corrections and performing various tasks relating to the completion of renovation. During this period, various building systems, including but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may require substantial time to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time to be completed after the First Closing. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser or any third party, nor will Purchaser be entitled to any credit, offset or reduction in the Purchase Price of the Unit or otherwise be relieved from any obligation under the Purchase Agreement: (i) as a result of any of the conditions described above; (ii) in the event of non-completion of any item of renovation on any projected date; or (iii) compensation for the presence of scaffolding on any portion of the Building or any interruption of services in the Building. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

As is typical and customary, the Building is subject to normal settling, deflection, expansion and shifting. Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in Building condition, including without limitation, minor gapping in the flooring, uneven ceilings or floors and floor buckling resulting from such conditions. Additionally, Purchasers should note that since ceramic, marble, stone and wood finishings installed throughout the renovated Units (in areas including, but not limited to, flooring, walls, countertops, backsplash and vanity tops) are cut from different slabs manufactured in different batches and are comprised of natural materials, there will be variations in the tone and color of such finishes. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

(f) The Buildings Department issued a TCO No. 122212612T014 dated June 26, 2020 for the Building. Purchasers are advised that in New York City it is common that renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a 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 Buildings Department. A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 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. No Closing of a Unit will occur prior to the issuance of a TCO for the particular Unit. Sponsor will undertake the responsibility for extending each TCO prior to its expiration, and ultimately for obtaining a PCO covering the entire Building within 2 years from the First Closing, subject, however, to (i) Force Majeure, (ii) actions by Unit Owners or tenants of Unit Owners, (iii) work undertaken in a Unit by a Unit Owner, except in instances where Sponsor or Sponsor-controlled Condominium Board have given its consent to a Unit Owner to perform alterations, (iv) work undertaken in Common Elements by the Condominium Board after Sponsor no longer controls the Condominium Board or (v) any other cause over which Sponsor has no control. Sponsor does not make any representation that the Buildings Department will issue the PCO within such 2 year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO for the Building, and shall exercise best efforts to obtain the PCO within such 2 year period while keeping the TCO current. Unit Owners and the Condominium Board shall be obligated to cooperate with, and refrain from obstructing, Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations prior to the procurement of a PCO, such renovations may cause additional delays in the issuance of a PCO. Nevertheless, Sponsor and its principals are obligated to procure the PCO. However, Sponsor or the Condominium Board may refuse to permit a Unit Owner to perform alterations until such time as a PCO has been obtained.

Purchasers 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 currently available on the DOB website at: <http://www1.nyc.gov/site/buildings/homeowner/certificate-of-occupancy.page>. (See the Section of the Plan entitled “Rights and Obligations of Sponsor” for further details.)

The only construction prerequisite to Closing is the issuance of a TCO for the Unit or a PCO for the Building. As such, each Purchaser shall be required to close title to their particular Unit provided that a current TCO is in effect with respect to the Unit, provided Sponsor has satisfied the closing conditions set forth in the Section of the Plan entitled “Terms of Sale” and subject to the section of the Plan entitled “Rights and Obligations of Sponsor.”

To the extent that Sponsor exercises its rights under the Plan to amend the Plan to disclose the performance of Sponsor’s Work, Sponsor’s Architect has advised that the TCO may need to be amended or changed as a result of Sponsor’s Work. See the preceding subsection for more details regarding Sponsor’s Work.

Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Residential Unit and the Storage Locker simultaneously at Closing, even if the construction of the Storage Locker Area has not been complete and access to the Storage Locker by Purchaser is not yet available. The issuance of a TCO or PCO for the Storage Locker Area is not a prerequisite that must occur before Sponsor may require the closing of title to a Unit and an Storage Locker. In such event, the proceeds from the sale of the Storage Locker will be held in the Storage Locker Escrow until such time as access to the Storage Locker Area and Storage Locker is made available to Purchaser by Sponsor. The Storage Locker Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Storage Locker Escrow.

(g) The Building contains certain major mechanical equipment, including without limitation on the rooftop (fans, HVAC units, and water tank), in the cellar (boilers), in stairwell areas on floors 2, 4, 6, 8, 10, 12, and 15 (HVAC units), in the Building’s yards/courtyard (HVAC units), and areas around the elevators (elevator machinery and equipment), all of which may cause noise and vibration throughout the Building.

While Sponsor will endeavor to reduce excessive noise and vibration emanating from the Equipment, it may be impossible to eliminate such noise and vibration entirely. As a result, Units and amenity areas in close proximity may be affected.

(h) During the time that Units are being offered for sale by Sponsor pursuant to the terms of the Plan, there may be an increased number of visitors to the Building. No representation or warranty is made and no assurance is given as to when Sponsor's selling activity will terminate. Sponsor, the Managing Agent, and their respective representatives shall not be responsible or liable for any personal injury or for any loss or damage to the personal property in the Building that may occur as a result, unless arising from gross negligence, bad faith, or willful misconduct on the part of Sponsor, Managing Agent, and/or their respective representatives.

(i) Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. It is both customary and anticipated that certain issues will arise during the course of the renovation process that warrant the taking of corrective action, including the repair or replacement of construction defects in order to satisfy Sponsor's obligations under the Plan.

(j) A Purchaser who closes title to a Unit during the course of renovation of the Common Elements or other Units acknowledges that noise, vibration, fumes, odors, dust, debris, scaffolding and other temporary interruption of services may affect Purchaser's enjoyment of the Unit during such period. With regard to the foregoing, in executing a Purchase Agreement, Purchaser acknowledges that Sponsor shall not be liable to Purchaser whatsoever or any third party in the event of non-completion of any item of renovation on any projected date, or any interruption of services in the Building. Furthermore, Sponsor does not make any representation or warranty (express or implied) that any noise, odors, fumes or vibrations, if any, emanating from mechanical equipment belonging to the Condominium will not disturb occupants of the Units, and Sponsor shall have no liability whatsoever for any such disturbance to any Unit Owner or occupant.

(k) Each renovated Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to such Unit unless Sponsor and the Purchaser otherwise agree in writing. With respect to such renovated Units, upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within 7 days prior to the Closing Date and shall execute at such time an Inspection Statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. If Purchaser believes that remaining items of work must be completed in the Unit, then Sponsor or its designated representative and Purchaser will at the time of the inspection agree upon and set forth in the Inspection Statement a list of the incomplete work to be completed by Sponsor following the Closing without provision for escrow. Sponsor's obligation under the Inspection Statement shall survive delivery of the deed to the Purchaser. The failure of Sponsor to complete the work under the Inspection Statement prior to Closing shall not be grounds for Purchaser to delay the Closing or to refuse to pay the full Balance of the Purchase Price at Closing. Purchaser shall be obligated to provide Sponsor and its contractors, subcontractors agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement, failing which, Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Notwithstanding anything set forth in this paragraph, with respect to a combined unit, if a letter of completion or similar document is required to reflect the combined unit and such document is in effect, Purchaser shall be obligated to close title to the Unit and pay the Balance of the Purchase Price at Closing. Sponsor has been advised that the Building's Certificate of Occupancy does not need to be amended on account of any combination of Units.

(l) As is typical and customary, the Building is subject to normal settling, deflection, expansion, and shifting. Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in Building condition, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures) in any Unit or any Common Elements or any other condition:

(i) with respect to which assignable warranties or other undertakings (however denoted) from manufacturers, contractors, materialpersons, or others which are assigned to the Condominium Board and/or any Unit Owner;

(ii) resulting from normal wear and tear, natural deterioration, normal settling (including, without limitation, cracks in crown molding, minor gapping in the flooring, uneven ceilings or floors, cracking of floors, and floor buckling), damage to wood due to changes in humidity, deflection, expansion or shifting of the Building;

(iii) resulting from Purchaser's (i) failure to maintain such appliances, equipment, finishes, materials or fixtures in accordance with manufacturers' guidelines and specifications and (ii) renovations and/or alterations to a Unit or its appurtenant Limited Common Elements; or

(iv) that are not of a material nature, including, without limitation, the following:

a. death of trees or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Building, including cracks or discoloration in concrete walls and paving, leaching or color variation in colored mortar, tiles or pavers, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and Terrace surfaces, Terrace tiles or pavers not laid flat, stained tiles or color variations in tiles or pavers, and cracks in pressure treated wood used, or intended for use, outside the Building;

b. protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, minor gapping in the flooring, and floor buckling resulting from such conditions, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

c. door or window sticking due to weather, door warpage (including warpage of the main entrance door or Terrace door to a Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows or Terrace doors in excess of industry standards;

d. variations in tone or color of interior and exterior natural materials or natural stone (including any materials used on the exterior façade of the Building) including variations in tone or color of flooring, walls, countertops, backsplash, vanity tops or other natural stone, marble, ceramic or wood surfaces, slight scratches in plastic laminate, glass, metal, vitreous china, natural stone, wood, stainless steel, porcelain or other surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

e. variations in wood floor stains and finishes;

f. noise, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, mechanical equipment operation and elevator operation, and floor noises and creaking;

g. repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and countertops, vanity tops and cabinets, tile or natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware;

h. normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames; and

i. pertaining to television, radio, internet or other telecommunication reception;

However, Sponsor is obligated to renovate those Units which Sponsor has elected to renovate in accordance with the terms of the Plan and all applicable Laws. Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners, but Sponsor will not be obligated to replace any such surfaces.

(m) To the extent that Sponsor exercises its right to combine vacant Units after the Filing Date of the Plan, resulting in fewer Units in the Building, Sponsor reserves the right to modify the Schedule B to reflect any changes necessitated by such reduction, as determined by Sponsor. In such event, Sponsor shall amend the Plan, which amendment shall include an updated Schedule B and Certification of Budget Expert. Purchasers should note that such updated Schedule B will, in all likelihood, result in the reduction of Building staff and Purchasers who have entered into Purchase Agreements prior to the acceptance for filing of such amendment shall not be relieved of any of their obligations under the Purchase Agreement. Notwithstanding any reduction in the number of Units the Building will be staffed appropriately and in compliance with Law.

(n) NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR MONEY DAMAGES NOR SHALL PURCHASER HAVE ANY SUIT, CLAIM, CAUSE OF ACTION, OR DEMAND (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THE PLAN WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF RENOVATION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE OR OTHER CONDITION IN THE BUILDING (INCLUDING IN THE UNSOLD UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE RENOVATION OF CERTAIN COMMON ELEMENTS CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED. HOWEVER, NO SUCH DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS.

(o) Except for those warranties or guarantees provided to Sponsor by contractors, manufacturers or suppliers, which Sponsor will assign to the Condominium Board and/or Unit Owners, as necessary, Sponsor does not make any warranty of any kind, express or implied, and Sponsor hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular

purpose, with respect to the renovation of renovated Units or any Common Elements and with respect to the personal property located within the Units, the Common Elements, and the Unit Owners assume all risk and liability from the use of this personal property.

(p) Sponsor's obligations, regardless of any limitations in any warranty or in the Plan, cannot go below the duty to construct the Building in accordance with all applicable Laws and the Plans and Specifications, and any conflict between any such disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable Laws and the Plans and Specifications shall be resolved in favor of the latter.

Capital Repairs and Improvements Program

Sponsor may perform and pay the cost of a program of physical improvement and capital replacement to the Common Elements in connection with the preparation of the Building for its new status as a condominium, in which event such improvements and replacements are anticipated to be completed within approximately twenty-four (24) months of the First Closing. The cost of the improvements and replacements to the Common Elements set forth below will be applied (to the extent permissible under the Reserve Fund Law) in reduction of Sponsor's required contribution to the Reserve Fund and otherwise performed in compliance with the provisions of the Reserve Fund Law.

The following reflects Sponsor's current expectations with respect to the Capital Repairs and Improvements Plan, which is not guaranteed and which is subject to modification, reduction, or addition:

Replacement of windows (affecting A-line Units)	\$150,000
Elevators (cab replacements, mechanical upgrades)	\$1,050,000
Façade renovation and structural roof addition	\$1,000,000
Electrical (hallway and common area lighting)	\$80,000

Non-Purchasing Tenants may be subject to rent increases as the result of major capital improvements ("MCI Rent Increase") made by Sponsor and/or the Condominium, or Purchasers of Units occupied by such Non-Purchasing Tenants. Under current Law, Sponsor is not entitled to seek a MCI Rent Increase to the extent Sponsor has taken a credit against the Reserve Fund as the result of such capital improvements.

In order to take a credit against the Reserve Fund with respect to the Capital Repairs and Improvements Plan, Sponsor shall amend the Plan at or prior to such time that Sponsor declares the Plan effective with respect to the final schedule of capital repairs and updated estimated costs.

Sales Center/Model Unit/Marketing Materials

In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Building or Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Units imply or represent that any such FFE will be located within any portion of the Building or Units. The presence of FFE in such marketing materials is for illustrative purposes only. In addition, marketing materials may use designations, labels or nomenclature to describe certain areas or rooms within Units that differ from the designations utilized on the Floor Plans of the Units set forth in Part II of the Plan, including, without limitation, closets, hallways, dens/media rooms and powder rooms. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms. The use of such designations, labels or nomenclature is for marketing

purposes only and does not obligate Sponsor to deliver such areas or rooms designed or fitted out in the manner depicted or implied in the marketing materials.

Sponsor reserves the right to utilize the furniture, furnishings and equipment through-out various parts of the Building which were used in the Sales Center. All such furniture, furnishings and equipment, however, will be re-conditioned, if needed.

Real Property Law Section 339-kk

RPL §339-kk provides, by its terms, among other things, that with respect to Units of a Condominium owned by Sponsor or by any other non-occupant Unit Owner and occupied by a tenant:

(a) If payment of Common Charges, assessments or late fees by any non-occupant Unit Owner is more than 60 days late beyond the expiration of any grace period within which they are due, payments from a tenant of such Unit may become payable directly to the Condominium upon written notice from the Condominium Board to the tenant and the non-occupant Unit Owner. Where a majority of the Condominium Board has been elected by Unit Owners who are in occupancy of their respective Units, the Condominium Board may elect not to require that the rental payments be made payable to the Condominium. Once the Common Charges, assessments and late fees of the non-occupant Unit Owner have been brought current, the Condominium Board must notify the non-occupant Unit Owner and tenant within 3 business days and thereafter the payments from the tenant of such Unit will be payable to the non-occupant Unit Owner or a designated agent.

(b) Payment by a tenant of rent or the other amounts required pursuant to the tenant's lease or statutory tenancy to the Condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying Unit Owner.

(c) Any rights existing under any other laws are not limited by RPL §339-kk.

(d) A non-occupant Unit Owner who disputes a Condominium's claim to rental payments is entitled to present facts supporting such Unit Owner's position at the next scheduled meeting of the Condominium Board, which must be held within 30 days after receipt of notice that the Unit Owner seeks to dispute the claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so.

Prospective Purchasers should review RPL §339-kk, a copy of which is set forth in Part II of the Plan to determine its effect on their own situation.

General

Except for Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to any Unsold Units (for so long as Sponsor owns same) and any other obligations set forth in the Plan to be performed on the part of Sponsor, the foregoing sets forth the entire extent of the obligations of Sponsor hereunder and no other obligations shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers under their respective Purchase Agreements. Sponsor agrees to pay all Common Charges, Special Assessments and real estate taxes with respect to the Unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to the Unsold Units. Sponsor intends to meet its obligations to the Condominium through net proceeds from the sale of Units, rental income from Non-Purchasing Tenants, and from additional funds which may be raised or provided by Sponsor. Sponsor makes no representations or warranties other than as set forth in the Plan. The

obligations of Sponsor under the Plan and Article 23-A of the General Business Law shall survive the delivery of the deeds to the respective Units. Sponsor shall not be liable for, or obligated to defend, any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of the Closing of Title to such Unit or the leasing thereof to any Purchaser or, with respect to the Common Elements, arising out of any occurrence taking place on or after the date of the First Closing, except suits or claims arising out of the acts of Sponsor or the representations made by Sponsor in the Plan.

Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan.

Sponsor will initially procure on behalf of the Condominium, the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the Sections of the Plan entitled “Rights and Obligations of Unit Owners” and “Rights and Obligations of the Condominium Board / Summary of By-Laws”) the estimated cost of which insurance as of the Filing Date of the Plan has been reflected in Schedule B. For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor’s prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year’s Budget.

The risk of loss to the Unit by fire or other casualty until the Closing of Title is assumed by Sponsor (unless and until Purchaser takes possession of the Unit, at which time such risk to the extent not covered by existing insurance shall be assumed by Purchaser) but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor or (in the event the Declaration is filed) the Condominium Board does not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect, unless the Purchaser agrees to accept such Unit without such repair (in which case Purchaser shall not receive a credit toward, or an abatement in, the Purchase Price). Thereafter, the Deposit previously delivered will be refunded to Purchaser unless Purchaser has committed an Event of Default (beyond the applicable grace period, if any), in which event the Deposit previously delivered will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair the damage, the Purchase Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time to complete such repair. A Purchaser electing to proceed with the purchase of a Unit (rather than rescind such Purchase agreement within 15 days of notice) will not be entitled to any credit against, or abatement of, the Purchase Price set forth in the Purchase Agreement and will have no claim or right of action against Sponsor by reason thereof.

Sponsor shall have only such obligation to defend any suit or proceeding arising out of Sponsor’s acts or omissions or to indemnify the Condominium, Condominium Board or Unit Owner(s) in any such action or proceeding as is required by Law.

Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer of 10 or more Units or 20% of the Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under the Plan, applicable Law or regulations and in the event of dissolution or liquidation, the principals of Sponsor shall guarantee the performance of such obligations.

Sponsor will cause the Condominium Board to maintain the Property in substantially the same condition and manner as on the date of presentation until Sponsor no longer controls the Condominium Board.

All representations under the Plan, all obligations pursuant to the GBL and such additional obligations under the Plan which are to be performed subsequent to the Closing of each Unit will survive delivery of the deed.

All rights of Sponsor as set forth herein and in the Condominium Documents shall inure to the benefit of the principals of Sponsor. Obligations of Sponsor under the Plan shall inure solely to the benefit of Purchasers of Units directly from Sponsor and shall not inure to the benefit of any Purchaser or tenant upon the resale, assignment or subletting of a Unit.

Sponsor's Rights with Respect to Leasing Rather than Selling Unsold Units

(a) Sponsor reserves the right to rent or lease any vacant Unit prior to Closing to the Purchaser thereof or any other party. Sponsor reserves the unconditional right to rent rather than to sell Units as they become vacant. Sponsor's right to rent rather than sell Units once they become vacant is unconditional and exercisable in Sponsor's sole discretion.

(b) Following the expiration of the Initial Exclusive Purchase Period, Sponsor shall have the right to: (i) sell occupied Units to one or more non-occupant Purchasers for investment or resale; (ii) lease occupied Units to others; or (iii) retain vacant Units for future sale or rental. Any such sales are subject to the rights, if any, of Bona Fide Tenants, to purchase their Units during a subsequent Exclusive Purchase Period provided in an amendment to the Plan prior to the Effective Date. The Plan may not be declared effective based on Purchase Agreements executed by Purchasers who have not represented that they intend to occupy the Unit when it becomes vacant. (See the Section of the Plan entitled "Effective Date" for details.)

(c) Residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or tenants leasing from other Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be residents of the Building and that a significant number of tenants may not be Unit Owners. Owner-occupants may never gain control and management of the Condominium since the By-Laws do not include a provision that after the expiration of the Sponsor Control Period a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e. purchasing as a home as opposed to as an investment. (See the Section of the Plan entitled "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants" for details).

(d) Prospective Purchasers should be aware that potentially they may be living with non-purchasing occupants in many of the Units for an indefinite period, depending upon market conditions. In Sponsor's sole discretion, non-purchasing occupants (other than Non-Purchasing Tenants whose rights are governed by Law) may receive the same Building services and use the Building's amenities as owner-occupants, however, they have no investment in their Units and, therefore, may not share the same economic interests as owner-occupants in the maintenance and care of the Building's facilities and amenities.

(e) Sponsor reserves the right to sell 10% or more of the Unsold Units ("Bulk Sale") to a Person which assumes the rights and obligations of Sponsor with respect to such Units. Sponsor may require that Non-Tenant Purchasers of more than 1 Unit deliver a Deposit in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with each such Purchaser, any and all of which such deposit may be retained as and for liquidated damages in the case of an Event of Default (as defined in Paragraph 13 of the Purchase Agreement set forth in Part I of the Plan). (See the Section of the Plan entitled "Procedure to Purchase" for more details.).

Sponsor's Easement Rights

Sponsor shall have an exclusive easement (i) to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) any pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common

Elements (excluding Terraces and Storage Lockers appurtenant to occupied Units) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith; and (ii) to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit and (iii) to perform any renovation work with respect to Unsold Units and Common Elements. Sponsor shall be entitled to permit any one or more of such easements to be utilized by the Permitted Users. Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roof of the Building.

Special HVAC Easements

Sponsor reserves the right to install central HVAC in any of the following Units 1A, 1E, 1F, 2B, 2C, 2D, 2E, 2G, 3A, 3F, 4B, 4C, 4G, 4H, 5A, 5B, 5D, 5F, 6D, 6E, 7C, 8B, 9A, 9C, 9F, 11D, 12D, 12E, and PH3D (each, an “Easement Unit”) at such time that any such Easement Unit becomes vacant (or otherwise at any point to the extent in compliance with Law), subject to the terms and conditions hereof.

For each Easement Unit, Sponsor and its Permitted Users shall have an easement without being subject to any fee or charge and without the prior approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any: (a) in, over, under, through, and upon that certain 1,000 square foot plot of General Common Elements located in the northwesterly corner of that certain outdoor courtyard on the cellar level (i.e. sharing the exterior wall with the fitness center) for the purpose of installing and maintaining a HVAC VRF condenser unit, and (b) in, over, under, through, and upon all General Common Elements (including but not limited to interiors of walls, ceilings, shafts, and mechanical closets) for the sole purpose of running piping from such HVAC VRF condenser units, through the exterior wall of the mechanical room on the first floor, to the subject Easement Unit utilizing the shaft running from the aforementioned mechanical room and maintaining such piping ((a) and (b) collectively, an “HVAC Easement”) – provided, however, that all of the foregoing work (“HVAC Work”) shall not (i) materially and adversely affect any other Unit (except the Easement Unit being serviced by the HVAC Work) or any Limited Common Elements appurtenant to any other Unit (except the Easement Unit being serviced by the HVAC Work), (ii) adversely and permanently affect the structural, mechanical, plumbing, waterproofing, or electrical integrity of the Building, (iii) materially affect the safety of any Unit Owner, tenant, or other persons at the Property, (iv) cause a material interruption to Building services, or (v) violate Law (collectively, “HVAC Work Conditions”). Sponsor agrees to hold the Condominium Board and all other Unit Owners harmless from any liability arising from the HVAC Work.

Sponsor shall have the unconditional right to assign the HVAC Easement associated with any particular Easement Unit to the Purchaser of such Easement Unit, in Sponsor’s sole and absolute discretion and without prior Condominium Board approval. Such assignee (“Easement Assignee”) shall be afforded all rights and benefits associated with the HVAC Easement provided that Easement Assignee (a) agrees to hold the Sponsor, the Condominium Board, and all other Unit Owners harmless from any liability arising from the HVAC Work, (b) obtains and maintains insurance coverage and/or causes such insurance coverage to be obtained and maintained by any contractors, subcontractors, agents, or employees (as applicable) with respect to the HVAC Work containing such limits and policies that have been required by the Condominium Board for other vendors performing comparable work in the Building (“Required Insurance Policies”), and (c) prior to performing any HVAC Work, submits to the Managing Agent, for review by the Condominium’s engineer, (x) certificates of insurance reflecting the Required Insurance Policies and (y) plans identifying both the locations of the new piping (including without limitation the condensate piping) and the power supply for the exterior condensers (“Plans”). Provided that the Condominium’s engineer determines, in its reasonable discretion, that the HVAC Work complies with the HVAC Work Conditions and that Easement Assignee has obtained with the Required Insurance Policies, the Condominium Board shall notify Easement Assignee that the HVAC Work may commence, which notice shall not be withheld, conditioned, or delayed. For avoidance

of doubt, it is expressly understood that neither the consent of the Condominium Board nor the execution of any alteration agreement shall be required and that the role of the Condominium's engineer shall be limited solely to ensuring that the HVAC Work complies with the HVAC Work Conditions and that Easement Assignee has obtained the Required Insurance Policies. To the extent that any HVAC Work will result in any damage to the Common Elements by opening up walls or ceilings or damaging finishes, such damage shall not be deemed to be a violation of the HVAC Work Conditions provided that the Easement Assignee agrees to promptly repair any such damage. In the event Easement Assignee fails to promptly repair any such damage, such failure shall be deemed a violation under the Condominium Documents entitling the Condominium Board to the remedies afforded by Section 9.1 of the By-Laws. The Condominium Board shall be prohibited from (i) conditioning or delaying the conveyance of the information about the Required Insurance Policies to Easement Assignee, and (ii) modifying the limits and/or other terms of the Required Insurance Policies such that Easement Assignee would be held to more onerous requirements than other Unit Owner performing comparable work in the Building at such time. Easement Assignee shall be obligated to cooperate with the Building staff in order to enact such safety precautions as may reasonably be necessary to protect other residents from any HVAC Work impacting the Common Elements, at Easement Assignee's sole cost and expense.

Once an HVAC Easement has been assigned by Sponsor to an Easement Assignee, notice of which shall be delivered to the Condominium Board and such HVAC Easement shall no longer be assignable to any subsequent buyer – subject however to the following exception: in the event that Sponsor sells two or more Easement Units to a single Purchaser ("Regulated Bulk Purchaser") and assigns the HVAC Easements associated with such Easement Units to such Regulated Bulk Purchaser, the Regulated Bulk Purchaser shall have the unconditional right, in its sole discretion and without prior Condominium Board approval, to assign the HVAC Easement associated with any of the Easement Unit in its possession to the subsequent buyer of such Easement Unit, in which event such subsequent buyer shall be afforded all rights and benefits of and subject to all terms and conditions applicable to an Easement Assignee with respect to such HVAC Easement (and such HVAC Easement shall no longer be assignable).

In the event that Sponsor sells an Easement Unit and elects, in its sole and absolute discretion, not to assign the HVAC Easement associated with such Easement Unit, the Purchaser of such Easement Unit shall not be entitled to any of the rights and benefits afforded by the HVAC Easement.

Condominium Name

Pursuant to the Declaration, Sponsor shall own and control all rights to the name of the Condominium and/or the Building. In addition, Sponsor shall have the right to utilize other names for the Building or portion thereof for marketing and/or promotional purposes, without the consent of the Condominium Board or the Unit Owners. Notwithstanding the foregoing, and only in the event that Sponsor no longer owns a Unit in the Condominium, the Unit Owners may change the name of the Condominium and/or the Building, but only if such change is authorized by the affirmative vote of 80% in number and in Common Interest of all Unit Owners at a Special Meeting duly called for such purpose.

CONTROL BY SPONSOR

Sponsor will have voting control over the Condominium Board until the earlier to occur of (i) the Closing of Title with Purchasers under the Plan to Units representing at least 51% in aggregate common interest of all Units offered for sale, or (ii) 5 years after the First Closing ("Sponsor Control Period"). Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Sponsor Control Period. Notwithstanding the relinquishment of control by Sponsor, the Condominium Board cannot take any action whatsoever which would interfere to any degree with Sponsor's rights under the Plan or Sponsor's ability to meet its obligations under the Plan, including without limitation Sponsor's obligation to procure a PCO for the Building.

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Units as it sees fit. When voting for members of the Condominium Board, each Unit Owner shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Unit per Member to be elected. If there are non-Sponsor members of the Condominium Board and there is a vote on such board to pursue litigation against Sponsor, the Sponsor Members must recuse themselves from such vote.

A meeting of Unit Owners will be held to elect certain new Members unrelated to Sponsor (depending on the extent of Sponsor's ownership of Unsold Units at such time) within 30 days of the expiration of the Sponsor Control Period. However, after the Sponsor Control Period, Sponsor, as owner of Unsold Units, shall continue to have the right to vote all of the Common Interests attributable to Units owned by Sponsor and shall designate no more than 2 Members, for so long as the Common Interests attributable to the Unsold Units equal, in the aggregate, less than 50% but more than 15% of the Common Interests attributable to all Units; and thereafter, 1 Member, for so long as Sponsor owns at least one Unsold Unit.

So long as Sponsor shall continue to own at least 1 Unsold Unit, Sponsor shall have the right to designate 1 Member to the Condominium Board, and shall have the right to vote its Common Interests attributable to the Unsold Units for the remaining Members of the Condominium Board.

The number of members of the Condominium Board may not be increased or decreased without the consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Unit.

During the Sponsor Control Period, Sponsor will through its control of the Condominium Board have control of the maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

For so long as Sponsor continues to own at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit; or (b) assess any Common Charges or Special Assessments for the creation of, addition to, or replacement of all or part of a working capital, reserve, contingency or surplus fund; or (c) increase or decrease the number, or change the kind of employees from those described in the First Year's Budget; or (d) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business; or (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget; and (y) Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary to enable the Condominium Board to (i) comply

with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer or (iv) to ensure the health and safety of the occupants of the Building.

To the extent there are members of the Condominium Board appointed by Sponsor (in addition to Unit Owner elected members), such Sponsor-appointed Board members cannot vote on any issue before the Condominium Board which involves the decision to sue Sponsor, pursuant to *Park River Owners Corp. v. Bangser Klein Rocca & Blum*, 269 A.D.2d 313, 703 N.Y.D2d 465 (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL 713(a)(1). Also of interest is *Board of Managers of Fairways at North Hills v. Fairways at North Hills*, 193 A.D.2d 322, 603 N.Y.S.2d 867 (2d Dept. 1993), discussed in McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, page 160.

CONDOMINIUM BOARD

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor. Sponsor presently anticipates that the initial members of the Condominium Board shall be Matthew Baron, Jonathan Simon, Andrew Till, who shall serve as President, Vice President and Secretary/Treasurer, respectively. Each of these individuals is a principal of, or is affiliated with, Sponsor. Sponsor reserves the right to designate different individuals to serve on the initial Condominium Board in lieu of the above mentioned individuals. The initial Condominium Board shall conduct all affairs of the Condominium.

The affairs of the Condominium shall be governed by the Condominium Board. The term of office of the members of the Condominium Board shall be for 1 year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any member of the Condominium Board may resign membership at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

The First Annual Meeting will be held approximately 30 days after the earlier to occur of (i) the fifth anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units representing at least 51% in aggregate common interest of all Units offered for sale. Sponsor reserves the right to call the First Annual Meeting at an earlier date.

Commencing with the First Annual Meeting, the Condominium Board shall consist of 5 individuals, whom shall be elected and/or designated in accordance with the terms of the By-Laws by the Unit Owners (including Sponsor) (collectively, the "Members"). Except for members designated by Sponsor, all Members of the Condominium Board shall be either: (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, members or beneficiaries of corporations, partnerships, fiduciaries, limited liability companies or any other entities that are Unit Owners or Permitted Mortgagees. The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

A Member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners who are present at a meeting containing a quorum of Unit Owners, provided, however, that any Member designated by Sponsor may only be removed and replaced by Sponsor, who alone shall have the right to designate a replacement. Notwithstanding the foregoing, any Member of the Condominium Board may be removed "with cause" by an affirmative vote of a majority of the Condominium Board at a special meeting duly called for such purpose, in which case the replacement will be elected by the Unit Owners or designated by Sponsor, as applicable.

No member of the Condominium Board shall continue to serve on the Condominium Board if, during the term of office, such member shall cease to be a Unit Owner or an interested party as described in the By-Laws; provided, however, that these provisions respecting Unit Ownership and occupancy, and Condominium Board membership, shall not apply to members of the Condominium Board designated by Sponsor.

A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose. The President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate no less than 40% of the Common Interest of all Unit Owners.

All officers, and members of Condominium Board and employees of the Condominium will be insured at all times from and after the First Closing under directors and officers liability insurance in favor of the Condominium. The amount and cost of the insurance has been provided for in the First Year's Budget.

To the extent permitted by Law, members of the Condominium Board will have no liability to Unit Owners except for liability for bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing, except in the cases of bad faith or willful misconduct. The Condominium Board has a fiduciary duty to act in the best interests of the Condominium. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests indemnify each member of the Condominium Board against any liability or claim except those arising out of the bad faith or willful misconduct of such member of the Condominium Board.

The Condominium Board may not, without the consent of Sponsor, reduce, modify or eliminate any services provided to Non-Purchasing Tenants under the Rent Laws or their tenancies or as may be otherwise required by Law.

Generally, subject to certain exceptions concerning, among other things, Sponsor, and provided that required consents of the Mortgage Representatives, if any, are obtained (if applicable), any provision of the Declaration, By-Laws or Residential Rules and Regulations affecting the General Common Elements or all Units may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or Residential Rules and Regulations, other than those required by Law, shall be effective (a) against Sponsor or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) against the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Purchasers should refer to the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" subsection "Amendments to Condominium Documents" for a discussion of the procedures to amend the Condominium Documents.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Subject to the provisions of the By-Laws, each Unit Owner may either lease the Unit for terms of not less nor more than 1 year or sell the Unit provided that, in each instance, the Unit Owner ("Offering Unit Owner") first gives the Condominium Board, on behalf of all Unit Owners, notice of intention to sell or lease together with any and all application forms and documentation required by the Condominium Board, and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within 30 days after receipt of notice, the Offering Unit Owner will have an additional 60 days to enter into a written agreement with the prospective Purchaser or lessee, as the case may be, embodying the terms set forth in such notice. In the event such written agreement is not executed by the Offering Unit Owner within such 60 day period or such sale or rental is not consummated within an additional 60 days following the expiration of such 60 day period, the Offering Unit Owner will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of all Unit Owners. The By-Laws permit the Condominium Board to (i) borrow money on behalf of the Condominium for the benefit of Unit Owners, (ii) increase Common Charges assessed against all Unit Owners and (iii) impose Special Assessments against all Unit Owners, in the event the Condominium Board elects to exercise its right of first refusal. In connection with the sale or lease of a Unit by the Condominium Board pursuant to a right of first refusal, any use of such Unit shall be in accordance with Law and any proceeds from such transaction shall be used in accordance with the terms of the Condominium Documents. Purchaser should refer to Article 7 of the By-Laws for details concerning the Condominium Board's election to exercise its right of first refusal. Any such deed given by an Offering Unit Owner shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Condominium Documents, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the Unit or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by Law, shall have the 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. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws.

Any purported sale or rental of a Unit in violation of this Section shall be voidable at the election of the Condominium Board. The Condominium Board may not discriminate against any person on the basis of color, race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

A Unit Owner may lease, sell or convey the Unit to a Family Member, may convey the Unit by gift, may devise the Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the preceding restrictions. In addition, any Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

A Unit Owner may only sell or lease the entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's undivided interest in (a) the Common Elements, (b) any Unit or Units acquired by the Condominium Board on behalf of all Unit

Owners, or any proceeds of the sale or rental thereof and (c) any other assets of the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Unit may not be sold or leased unless all unpaid Common Charges and liens against the Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or rental. In addition, the Condominium Board and the Managing Agent may (i) establish reasonable restrictions with respect to the sale or rental of Units and (ii) implement fees in connection with the sale or rental of Units, which shall be payable by the Offering Unit Owner. The Condominium Board has the right, in its sole discretion, to terminate a lease, if the tenant has violated the terms of the Condominium Documents, including the Residential Rules and Regulations beyond all applicable notice and grace periods. If the tenant fails to vacate after receipt of the termination notice from the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings against the tenant.

Any restrictions upon the sale and lease of Units shall not apply to Sponsor with respect to any Unsold Units, or to Unit Owners with respect to any Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, all of whom shall be free to sell or lease without first offering to sell or lease to the Condominium Board and without payment of any Resale Fee or any other fees.

Notwithstanding the foregoing, pursuant to the By-Laws, a Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. Unless it would constitute a prohibited discriminatory inducement, the prohibitions set forth in (i) through (iii) above may be waived by Sponsor upon the Unit Owner's prior written request, which waiver and any conditions thereto may be granted, withheld or delayed, in Sponsor's sole and absolute discretion. In addition to the foregoing and notwithstanding anything contained herein to the contrary, a Unit Owner who acquired title to the Unit from Sponsor is prohibited under the Purchase Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale.

Each Unit Owner who acquired a Unit from Sponsor ("Sponsor Sale") and subsequently enters into an agreement, written or oral ("Resale Agreement") to sell such Unit prior to the first anniversary of the First Closing ("Resale") shall be obligated to pay to Sponsor a portion of the proceeds of the Resale ("Resale Fee"). Such Unit Owner will be required to send Sponsor a copy of the Resale Agreement within ten (10) days after entering into the Resale Agreement. The Resale Fee paid to Sponsor at the closing of the Resale shall be equal to 50% of the "Gross Profit," i.e. the difference between (A) the "Net Profit," i.e. the sales price of the Unit per the Resale Agreement ("Resale Price") less the following expenses actually paid by the Unit Owner (to the extent applicable): (i) brokerage commissions not exceeding 6% in the aggregate; (ii) transfer taxes imposed by Law, if paid for by the Unit Owner, and (iii) actual legal fees not exceeding \$5,000, and (B) the "Sponsor Sale Price," i.e. the Purchase Price paid to Sponsor in connection with the Sponsor Sale. Set forth below is an example of the calculation of a Resale Fee:

Resale Price:	\$	4,500,000
- less Brokerage Commissions	(\$	270,000)
- less Transfer Taxes	(\$	82,125)
- less Legal Fees	(\$	<u>5,000</u>)

Net Profit	\$ 4,142,875
- less Sponsor Sale Price	(\$ 3,000,000)
Gross Profit	\$ 1,142,875
x 50% = Resale Fee	\$ 571,438

The Resale Fee shall be paid to Sponsor by wire transfer at the Closing pursuant to the Resale Agreement. Any deductions for allowable expenses paid by a Unit Owner must be supported by documentation acceptable to Sponsor. At such time as Sponsor no longer owns any Unsold Units or any Permitted Mortgagee acquires title to the Unit, the obligation to pay the Resale Fee shall no longer be applicable with respect to such Unit. The obligation to pay a Resale Fee shall survive the Closing of the Sponsor Sale.

Sales of Storage Lockers

Storage Lockers may not be licensed independently of the ownership of a Unit and may be licensed only to another Unit Owner or Purchaser who is simultaneously purchasing a Unit. These restrictions shall not apply to Sponsor, who may sell, assign, transfer or lease any Storage Locker to any party in its sole discretion. Each Unit Owner will be required to maintain insurance for the Storage Locker in amounts sufficient to cover the property located therein. If the Condominium Board terminates a Storage Locker License or a Unit Owner surrenders a Storage Locker License without assigning the Storage Locker License to another Unit Owner, the Condominium Board shall have the right to issue a new Storage Locker License to another Unit Owner, in its sole discretion.

Upon the issuance of a Storage Locker License to a Unit Owner (by assignment or otherwise), such Storage Locker License shall be assignable as set forth above without the consent of the Condominium Board provided written notification of such assignment is delivered to the Condominium Board. Neither Sponsor nor the Condominium Board shall have any obligations or liabilities with respect to private assignments between Unit Owners.

The Condominium will not be entitled to any of the proceeds from the sale of the Storage Locker Licenses, but will have the right to impose license fees and Special Assessments in connection with the Storage Locker Licenses.

Use of Units, Common Elements, and Storage Lockers

A Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution of the City of New York as may be amended from time to time, and not more than one family may occupy a Unit at one time. A Unit may not be used for any "dormitory," "bed and breakfast" or other transient hotel-type use. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, a member or officer of such limited liability company, the fiduciary or beneficiary of such fiduciary, a principal or employee of such other entity, respectively, or by Family Members and guests of any of the foregoing. A Unit may be used for any other purpose, provided such use is permitted by, and complies with Law does not violate the then existing TCO or PCO covering the Building, and the Condominium Board, in its sole discretion, grants permission for such use.

A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein.

The Condominium Board has the right to impose and/or regulate license fees payable to the Condominium in connection with the Storage Lockers. Any license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

There will not be an emergency generator in the Building. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any loss or damage in the Storage Locker Area or any other portion of the Building as a result of any power outages, temperature fluctuations, or other causes relating to the absence of an emergency generator.

A Storage Locker License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Storage Locker License is assigned to and assumed by another Unit Owner in accordance with the terms of the Storage Locker License and the Condominium Documents. A Licensee may also voluntarily surrender a Storage Locker License to the Condominium Board. The Condominium Board may elect to terminate a Storage Locker License in the event that the Licensee defaults in its obligations under the Storage Locker License beyond any applicable cure periods or as otherwise provided for in the Storage Locker License. Upon the surrender or termination (for any reason whatsoever) of a Storage Locker License, the Condominium Board shall have the right in its sole discretion to issue a new Storage Locker License for the Storage Locker to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

Notwithstanding anything to the contrary, Sponsor may, without the consent of either the Condominium or the Unit Owners, use any Unsold Storage Locker for any purpose permitted by Law or to change the permitted use of an Unsold Storage Locker, subject to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, a Storage Locker may not be licensed independently of a Unit. Purchasers should not purchase a Unit in reliance on the use or availability of any Storage Locker and Sponsor does not make any representation or guarantee of the availability of any particular Storage Locker.

Use and occupancy of the Units and the Storage Lockers shall be subject to the Rules and Regulations of the Condominium, which may be amended by the Condominium Board from time to time.

Notwithstanding the foregoing, Sponsor may, without the permission of the Condominium Board or any Unit Owners: (a) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing TCO or PCO for the Building or any other governmental regulations; (b) retain ownership of one or more Unsold Units for use as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law; and (c) lease any Unsold Unit.

The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and capable and which are incident to the use and occupancy of Units.

No pets other than caged birds, cats, fish, and dogs may be kept in any Apartment, unless approved by the Condominium Board or the Managing Agent, in its sole discretion. Notwithstanding the foregoing, no dog is permitted to be kept in any Apartment which (i) weighs more than twenty (20) pounds, unless such dog is approved by the Condominium Board, and/or (ii) is a Doberman, pitbull, or any other breed of dog determined in the Condominium Board's sole discretion to be inherently dangerous or a nuisance. In all events, any consent given shall be revocable at any time by the Condominium Board or the Managing Agent in its sole discretion. Any pet, including without limitation any pets previously approved by the Condominium Board, that endangers the health or security of any Unit Owner or occupant of any Unit or creates a nuisance, health hazard, unsanitary condition, or unreasonable disturbance, as determined by the Condominium Board in its sole discretion, the Condominium Board shall have the right to require the permanent removal of such pet from the Building upon seven (7) days' written notice. Any pet that presents an immediate danger to the health, safety, or property of any Unit Owner or occupant of any Apartment, as determined by the Condominium Board in its sole discretion, may be removed by the Condominium Board without prior notice to the pet's owner.

Each Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Residential Rules and Regulations with respect thereto. Unless carried or on a leash, no pet shall be permitted in any public elevator of the Building or in any of the public portions of the Building. The Condominium Board shall have the right to restrict the transport of pets to a specific elevator and/or to limit or regulate the public places in the Building where pets are permitted. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws and Law. The Residential Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Unit prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to in writing by Sponsor).

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage the Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York State Land Title Association form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such mortgage first satisfies all unpaid liens against the Unit, other than Permitted Mortgages. Sponsor shall have the right to mortgage any Unsold Unit without any restriction or limitation.

As more particularly set forth in the Section entitled "Amendments to Condominium Documents," in certain instances the consent of the Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Residential Rules and Regulations. The By-Laws provide that no more than 3 Residential Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor, or (ii) Institutional Lenders.

Common Charges: Determination and Assessment

Common Expenses, which are payable by Unit Owners and are included in their Common Charges, are allocated among Unit Owners in proportion to their respective Common Interest. Common Expenses include, among other things, (a) all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, (b) water charges and sewer rents in connection with the Building; and (c) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves for capital expenditures or in connection with the purchase or lease by the Condominium Board of any Unit. In addition, the Condominium Board has the right to impose license fees and Special Assessments in connection with the Storage Locker Licenses.

At least annually, the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners, Common Charges to meet Common Expenses.

During the Sponsor Control Period, the Condominium Board shall have the right, in its sole discretion, to waive Unit Owner obligations to pay Common Charges from the First Closing for a period to be determined by the Condominium Board, provided the basic operating costs of the Condominium (inclusive of any insurance premiums and reserves) are paid by Sponsor. If the Condominium Board elects to

waive payment of Common Charges, Sponsor shall disclose such waiver of Common Charges and the expected period of time of such waiver of Common Charges ("Waiver Period") in the post-closing amendment to the Plan. In the event the Condominium Board elects to extend the Waiver Period, Sponsor will amend the Plan to disclose the extended Waiver Period. Sponsor shall additionally notify Unit Owners of the expiration of the Waiver Period at least thirty (30) days prior to such expiration. Upon commencement of collection of Common Charges from all Unit Owners, there will not be a Special Assessment for any expense set forth in the approved budget for which Common Charges were not collected during the Waiver Period. The Condominium Board shall remain obligated to update the budget in accordance with the terms of the Plan. Purchasers should note that, if the Condominium Board elects to waive Unit Owners' obligation to pay Common Charges, Unit Owners will remain responsible during such Waiver Period for individual Unit expenses, including without limitation real estate taxes and utility charges (if applicable).

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

Under the provisions of Section 339-z of the New York Real Property Law and the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit and, where applicable, a lien on each Unit for the replenishment of the funds required to be maintained to provide services required to Non-Purchasing Tenants as more fully set forth in the Section of the Plan entitled "Obligations of Purchasers of Units Occupied by Non-Purchasing Tenants," in proportion to the respective Common Interests. Pursuant to the provisions of Section 339-aa of the New York Real Property Law, during the Sponsor Control Period, Sponsor shall cause the Condominium Board to file a lien for unpaid Common Charges against any Unit owned by Sponsor in which Sponsor is more than 30 days in arrears. All such liens, however, to the extent permitted by Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years from the date of filing (unless foreclosure of such lien is started within such 6 year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of \$150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to attorneys' fees, costs and disbursements, costs and disbursements.

No Unit Owner may become exempt from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of the Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges subsequent to a permissible sale, transfer or other conveyance of the Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying the Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, become exempt from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to the Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unsold Unit thereafter accruing, unless: (i) the aggregate Common Interests appertaining to the Unsold Units constitutes 15% or less of the total Common Interests then appertaining to all Units; (ii) at least 5 years have elapsed from the date of the First Closing; and (iii) at the

time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

On a resale of a Unit, the purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor such purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or Purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Set forth in Part II of the Plan is a copy of §339-kk of the Real Property Law of the State of New York, which provides, among other things, for the ability of the Condominium to serve a notice to any tenant occupying a Unit to pay its rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, assessments or late fees within 60 days after the expiration of any grace period.

Repairs to, and Maintenance of, Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements contained therein), including all mechanical systems located in the Unit, heating and cooling systems (including HVAC filters and parts), the plumbing, appliances in the Units, the fireplace, firebox, dampers, mantel and flue, if any, and the interior side of entrance doors thereto, and the Terrace doors, shall be performed by the Unit Owner at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a General Common Expense and (c) in or to the Limited Common Elements shall be performed (i) by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense, if involving structural or extraordinary maintenance, repair or replacement, (except if necessitated by the negligent act or omission of the Unit Owner) or (ii) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacements (except for any skylights located in a Unit, which shall be performed by the Condominium Board at the sole cost and expense of such Unit Owner).

Any Unit Owner having access to a Terrace shall keep such Terrace free of snow, ice and accumulation of water. In order to promote a consistent appearance of the Building from the outside, no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior approval of the Condominium Board and shall be in compliance with Law.

The interior and exterior glass surfaces of all windows located in Units shall not be colored or painted. The glass surfaces of all windows located in any Unit are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense with the exception that the cleaning of the exterior portion of the glass surfaces shall be performed by a professional window washing company. Any replacement of

any glass window located in a Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of such Unit Owner, including without limitation the expense of an exterior hoist if the replacement window does not fit into the service elevator (unless such breakage is caused by the Condominium Board or any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such other Unit Owner, as the case may be). Prior to the replacement of any glass window, the Unit Owner must obtain the prior approval of the Condominium Board with respect to the type of replacement windows installed.

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, are either (x) necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., or (y) required as a result of special or custom work performed in the Unit by the Unit Owner, such maintenance, repairs or replacements will be made by the Condominium Board, and any portion of the cost thereof attributable to such Unit Owner's acts or omissions shall be paid by such Unit Owner.

The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep the Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default. (See the Section of the Plan entitled "Rights of Access" for details.)

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Condominium Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof pursuant to the Condominium Documents.

Purchasers should note that wood products have certain inherent risks. Risks associated with all wood products (including, without limitation, wood flooring, furniture, cabinetry, and molding) include, but are not limited to, the following: cracks between the floor boards, squeaks, cupping, knots, mineral streaks, warping, splitting, denting, and/or delamination. The foregoing items may affect light-colored wood more noticeably. Additionally, wood products are subject to variations (i) in color (including possibly white, red, black, or even green shades), (ii) in the pattern and/or texture of wood grain, and (iii) in the appearance of finishes (including wood staining, gloss, and/or matte finishes). These variations may occur between (a) pieces of wood taken from the same tree, (b) wood products located in the same area of the Unit, and/or (c) pieces of wood in a Unit and samples shown by the Selling Agent. Wood products can also be affected by exposure to light and may darken, lighten, fade, and otherwise change with use and age. Protective felt pads and protective sheeting (such as plywood or masonite) should always be used on wood flooring when placing furniture or appliances to avoid denting. As recommended by the National Wood Flooring Association, Unit Owners are advised to be very cautious about washing wood products with a wet mop or otherwise with water, since contact with standing water can cause cupping, swelling, and subsequent gapping. For more information about the effect of water on wood flooring, Purchasers should make reference to the National Wood Flooring Association, available at <http://www.nwfa.org/>. All wood products should be maintained in accordance with the manufacturer's recommendations. All references in the Plan to wood products shall be deemed references to engineered wood products unless otherwise specified.

Certain surfaces in the Units may consist of natural stone. Purchasers should be aware that natural stone can be porous and calciferous, with the potential to absorb and/or chemically react to certain substances. As a result, Purchasers are advised that contact with certain liquids or other substances may result in discoloration or etching. To reduce (but not eliminate) the possibility of discoloration and/or etching, Sponsor may (but does not guarantee to) apply a sealer to natural stone surfaces in the Units prior to delivery of such Unit to Purchaser, in which event all decisions with respect to selecting the professionals and the

products shall be made by Sponsor in its sole discretion. Purchasers are advised that the application of a sealer to the stone does not in any way guarantee that future discoloration or etching will not occur. Furthermore, it will be each Unit Owner's obligation to maintain the natural stone, including any obligation to engage a professional to reapply the sealer at regular intervals. Purchasers should consult a professional regarding the proper care and maintenance necessary to preserve the appearance of natural stone surfaces.

Alterations, Additions and Improvements of Units and Common Elements

Except for Sponsor with respect to Unsold Units, no Unit Owner may make any structural alteration, addition, improvement or repair in or to the Unit or its appurtenant Limited Common Elements, if any, without the prior approval of the Condominium Board. Except as otherwise permitted in the By-Laws, no Unit Owner (except Sponsor) may make any alteration, addition, improvement or repair in or to the Common Elements without the prior approval of the Condominium Board.

To the extent that any alterations are commenced in a Unit by a Unit Owner prior to Sponsor's completion of any unfinished work Sponsor agreed to perform after the Closing of the Unit, Sponsor shall be relieved of completing all such work.

Sponsor shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or representatives of holders of Mortgages on Units to: (a) make alterations additions, improvements, or repairs in or to its Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of its Units. (See the Section of the Plan entitled "Changes in Prices and Units" for details.)

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, or its appurtenant Limited Common Elements each Unit Owner is required by the By-Laws to (i) obtain the approval of the Condominium Board, (ii) obtain the approval of the Condominium Board of the Unit Owner's contractors and suppliers, (iii) obtain such insurance as the Condominium Board may require, (iv) agree to indemnify Sponsor, the Condominium Board, Managing Agent and the other Unit Owners against any liability arising from such alterations, additions, improvements or repairs, (v) agree to pay and reimburse the Condominium Board for all architectural, engineering, legal and other fees incurred in connection with such alterations, additions, improvements or repairs, (vi) execute and enter into an alteration agreement, in form and substance prepared by the Condominium Board, setting forth the terms and conditions under which such alterations, additions, improvements or repairs, may be made, including without limitation, the days and hours during which any work may be performed, and (vii) agree to pay a fee to the Managing Agent for processing such alteration applications. In connection with such alterations, additions, improvements and/or repairs, each Unit Owner shall employ only such laborers and other workers as shall not conflict with any other workers employed in the Building or otherwise cause disharmony with any Building service union as determined by the Condominium Board in its sole and absolute discretion. Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor unless expressly agreed to in writing by the Condominium Board or Sponsor. Under no circumstances shall a Unit Owner be allowed to commence any work until all of the conditions set forth above have been complied with. Any failure to meet these conditions shall be a default by Unit Owner under the Condominium Documents.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration, improvement or repair to be made in a Unit, unless approved and executed, if

necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, material person, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit provided any alteration to such Unsold Unit shall be in accordance with, and only as permitted by, the Condominium Act and Law.

Insurance

The Condominium Board is required to obtain and maintain the forms of insurance described in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or its Limited Common Elements. Consequently, all Unit Owners are required to obtain casualty insurance with respect to the Unit, including, without limitation, the flooring, fixtures, furniture, furnishings and personal property located within the Unit, any Limited Common Elements appurtenant thereto, and any Storage Locker licensed by the Unit Owner and liability insurance with respect to occurrences in or about the Unit, any Limited Common Elements appurtenant thereto, and any Storage Locker licensed by the Unit Owner. All such certificates of insurance shall name the Condominium Board, the Condominium and Sponsor as additional insureds and shall be delivered to the Condominium at the Closing of Title to the Unit. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and any Managing Agent, manager, Resident Manager and other persons authorized by the Condominium Board, will have a right of access to any Unit and Storage Locker for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit and Storage Locker or elsewhere in the Building, to remove violations, cure Events of Default by a Unit Owner, correct any condition originating in any Unit and Storage Locker and threatening another Unit or any Common Element or Storage Locker, and for any other purposes provided in the Plan, Declaration or as may be required by Law, provided that requests for entry (except in emergency situations) are made in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the occupants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Storage Lockers) for purposes of performing certain alterations and repairs in or about Unsold Units or Storage Lockers and in fulfilling Sponsor's obligations under the Plan, (including, without limitation, performance of improvements or replacements to the Common Elements, renovation and/or combination of Units and Sponsor's Work). To the extent any such change involves entry into an occupied Unit, Sponsor will repair any resulting damage to such Unit. In addition, it is possible that Sponsor will install additional mechanical, electrical and/or plumbing systems or portions thereof through the concrete slabs vertically or horizontally separating Units and that such systems or portions thereof may be run across the ceiling of some rooms in certain Units and enclosed in sheetrock enclosures. Sponsor reserves the right to perform such work before or after the closing of any Unit and such change shall not be deemed a material and adverse change

with respect to any Purchaser nor give rise to any claim against Sponsor by any Unit Owner, provided that access to any Unit or Storage Locker may not be exercised in such a manner as will unreasonably interfere with the use of such Unit or Storage Locker for its permitted purposes.

Compliance with Condominium Documents

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Residential Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium or the Managing Agent.

Self-Help

In the event that any Unit Owner fails to maintain or repair the Unit or any Limited Common Elements appurtenant to such Unit, if any, or any Storage Locker, if any, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

Smoking Policy

The smoking policy of the Condominium is set forth below, which policy may be amended from time to time by the Condominium Board (see the Section of the Plan entitled "Rights and Obligations of Unit Owners" for more details):

"No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, (collectively, "Smoking Apparatus") in any common area of the Building, whether indoors or outdoors, at any time. Although smoking shall be permitted in any Unit or Limited Common Element appurtenant thereto, including a private Terrace, no person may smoke or otherwise use any Smoking Apparatus in a manner, which causes smoke to be a nuisance, create odors or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise use any Smoke Apparatus within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening in the Common Elements or Units."

General

All restrictions and prohibitions, set forth herein with regard to the use of a Unit and its appurtenant Limited Common Elements shall not apply to Sponsor or any principal of Sponsor owning or leasing such Unit.

RIGHTS AND OBLIGATIONS OF THE CONDOMINIUM BOARD / SUMMARY OF BY-LAWS

Condominium Board

The Condominium Board shall initially consist of 3 persons designated from time to time by Sponsor (collectively, the “Members”). The Condominium Board will call the First Annual Meeting to elect a new Condominium Board approximately 30 days after the later to occur of (i) the 5th anniversary of the First Closing or (ii) the Closing of Title with Purchasers under the Plan to Units representing at least 51% in Common Interests of all Units offered for sale. At such meeting, the incumbent Condominium Board shall resign and, subject to the rights of Sponsor to designate members of the Condominium Board, the Unit Owners (including Sponsor) shall elect and/or designate a new Condominium Board consisting of 5 members. (See the subsection below entitled “Meetings and Votes of Unit Owners” and the Section of the Plan entitled “Control by Sponsor” for details.) Thereafter, at each annual meeting, members of the Condominium Board shall be elected and/or designated and shall serve until the next annual meeting thereof and until a successor has been elected and/or designated.

Except for the Members of Condominium Board designated by Sponsor, all Members of the Condominium Board must be either Unit Owners or certain interested parties as described in the By-Laws. No member of the Condominium Board shall continue to serve on the Condominium Board if, during such Member’s term of office, such member shall cease to be a Unit Owner or an interested party. All Members of the Condominium Board shall serve without compensation.

Powers and Duties of and Determinations by the Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Notwithstanding anything to the contrary contained herein, so long as Sponsor continues to own at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not, without Sponsor’s prior written consent: (a) make any addition, alteration, or improvement to the Common Elements or to any Unit; (b) assess any Common Charges or Special Assessment for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency, or surplus fund; (c) increase or decrease the number, or change the kind of employees from that described in the First Year’s Budget; (d) enter into any service or maintenance contract for work or otherwise contract for work or services in excess of those set forth in the First Year’s Budget, except as is required to reflect normal annual increases in operating services; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that (x) Sponsor may not diminish or eliminate services or facilities or any line items described in the First Year’s Budget; and (y) Sponsor’s written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such action is necessary, and no alternatives are available, to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium’s insurer; or (iv) to ensure the health and safety of the occupants of the Building.

Meetings and Votes of Unit Owners

Annual meetings of Unit Owners shall be held approximately 30 days of each anniversary of the First Annual Meeting. At such meetings, the Unit Owners shall elect the 5 Members to the Condominium Board,

subject to any rights of Sponsor to designate Members to the Condominium Board, and there shall also be transacted such other business as may properly come before such meetings. In addition, the President may call a special meeting whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such meeting signed by Unit Owners having in aggregate not less than 40% of the total Common Interest. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice, which will be given at least 10 days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than 40% of the total Common Interests shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or their proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Unit.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board members until the first organizational meeting of the Condominium Board following the First Annual Meeting. Thereafter, the President and Vice President must be members of the Condominium Board. No officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Condominium are to be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Building is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds such amounts as may be necessary to reduce unpaid liens on the Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

If 75% or more of the Building is destroyed or substantially damaged by fire or other casualty and if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all 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 out of the Unit Owner's share of such funds such amounts as may be necessary to discharge all unpaid liens on the Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. Any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably

withheld, conditioned, or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to \$1,000,000 or less. In the event that such proceeds are in excess of \$1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire and casualty insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (excluding the Units and any appliances, fixtures, improvements or any furniture, furnishings, decorations, belongings, or other personal property contained therein), together with all service machinery contained therein and covering the interests of the Condominium, and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); (b) rent insurance in an amount equal to General Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all the Condominium Board and all officers, directors and employees of the Condominium; (i) directors and officers liability coverage; and (j) such other insurance as the Condominium Board may determine.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting shall be in at least the sum set forth in the First Year's Budget.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days' prior written notice to the Condominium Board and to all of the insureds, including all Unit Owners and Permitted Mortgagees who have requested the same from the Condominium Board in writing. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees, who have requested the same from the Condominium Board in writing. Renewals shall be obtained at least 10 days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's Unit

or within the Common Elements, if any, exclusive to such Unit Owner's Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board may determine. The premiums for all insurance referred to above shall be a General Common Expense. For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget.

All Unit Owners are required to obtain casualty and liability insurance for their own benefit covering their Units, any Limited Common Element appurtenant thereto and any Storage Locker. All such policies shall contain waivers of subrogation, if available, and the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of such additional insurance carried by any Unit Owner.

Liability of the Condominium Board and Unit Owners

Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and the members of the Condominium Board, Managing Agent or manager thereof shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners. To the extent permitted by Law, the members of the Condominium Board shall have no liability to Unit Owners except that a member of the Condominium Board shall be liable for such members own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners approximately 4 months after the end of each fiscal year.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, and provided that required consents of the Mortgage Representatives, if any, are obtained (if applicable), any provision of the Declaration, By-Laws or Residential Rules and Regulations affecting the General Common Elements or all Units may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

No amendment, modification, addition or deletion of the terms of the Declaration, By-Laws or Residential Rules and Regulations, other than those required by Law, shall be effective (a) against Sponsor or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) against the holder of any

mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least 80% in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any.

In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board, or its designee, on behalf of all Unit Owners and the rent or Purchase Price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium Board on behalf of the Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner in proportion to the Common Interest, as a Common Charge and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its Common Interest.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units (other than Unsold Units, as to which Sponsor reserves the right to pursue independent proceedings, at Sponsor's sole discretion). All Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. In the event any Unit Owner individually seeks to have the assessed valuation of the Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, attorneys' fees, costs and disbursements) resulting from such proceedings.

Mechanics' Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may

arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or Managing Agent for the Common Elements.

Easements

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and their appurtenant Limited Common Elements and the Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In addition, as set forth in Articles 10 and 11 of the Declaration, Sponsor has been granted certain easements with respect to the use and operation of its Units.

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Storage Lockers) for the purpose of exercising Sponsor's rights, fulfilling Sponsor's obligations under the Plan and performing Sponsor's Work and certain alterations and repairs in or about the Units and Common Elements. Sponsor will use commercially reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

Window Washing/Replacement Equipment

Window washing equipment and window replacement equipment (collectively, the "Window Washing/Replacement Equipment") is located on the roof of the Building. The Window Washing/Replacement Equipment will be owned by the Condominium and utilized by the window contractor at scheduled cleaning times and during the replacement of windows. During the periods of window washing/replacement, the Window Washing/Replacement Equipment will be lowered from the roof to clean/replace the windows of the Building. The existence and use of the Window Washing/Replacement Equipment may result in the obstruction of the views from the windows and/or Terraces of the Units during the periods of window washing/replacement. In addition to all other easements set forth in the Declaration, Sponsor and the Condominium Board and each of their respective Permitted Users shall have an easement in, through and upon Units PH1A, PH1B, and PH1C and their appurtenant Terraces for the purpose of accessing, servicing and utilizing the Window Washing/Replacement Equipment.

Local Law 97

On May 18, 2019, New York City Local Law 97 of 2019 ("Local Law 97") was passed into law, requires buildings comprising of more than 25,000 square feet to meet annual building-wide carbon intensity limits during certain compliance periods based on the building type. In connection therewith, Local Law 97 requires building owners to submit a report stamped by a registered design professional every year commencing in 2025 disclosing the building's carbon emissions of the previous year. Failure to comply with the reporting requirements or to meet the calculated limits for carbon emissions are subject to fines. Purchasers and residents are advised that the Condominium is subject to Local Law 97 and that the Condominium Board and Managing Agent shall remain responsible to ensure that the Condominium remains in compliance with all such reporting requirements. Additionally, Unit Owners and residents are also

encouraged to consider energy upgrades and other energy-efficient strategies in order to reduce their energy bills and bring down the overall energy use of the Building commencing in 2024.

The Declaration and the By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the nonpayment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay such Unit Owner's pro rata share (in the proportion that such Unit Owner's Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium as Common Charges.

The New York City real estate taxes for the First Year of Condominium Operation, which have been estimated by Sponsor's Real Estate Tax Counsel, Marcus & Pollack LLP, to be as follows based upon their estimated assessed valuations and tax rates: \$1,626,207, assuming (a) a taxable assessed valuation of \$12,810,240 for the 2020/2021 tax year, (b) a taxable assessed valuation of \$13,058,510 for the 2021/2022 tax year, and (c) a residential tax rate of \$12.473 per \$100 of assessed valuation for the 2020/2021 tax year. No representation is made or assurance given as to what the actual tax rate or assessed valuation will be for such period. The tax rates and taxable assessed valuations for the current and two preceding tax years are as follows:

2018/19	12.612%	\$11,844,114
2019/20	12.473%	\$12,464,186
2020/21	12.473%	\$12,810,240

The information set forth above for the 2021/2022 tax year is based upon an estimate of the tentative valuation and estimated tax rates. As more fully explained in the Opinion of Counsel re: Real Estate Tax Projection set forth in Part I of the Plan, New York provides that the aggregate of the assessment of the Units plus their Common Interests shall not exceed the total valuation of the Property were the Property assessed as one parcel.

As more fully explained in the Opinion of Counsel re: Real Estate Tax Projection set forth in Part I of the Plan, New York provides that the aggregate of the assessment of the Units plus their Common Interests shall not exceed the total valuation of the Property were the Property assessed as one parcel.

In arriving at the assessed valuation for each Unit in the Condominium, the Building is first assessed as an entity. This overall assessment is then apportioned among the Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Floor Plans are filed with the Register's office. For purposes of Schedule A, the projected real estate taxes for the Units were based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the projected offering price presented in the Plan for each Unit bears to the gross sellout price for all Units available for purchase in the Condominium and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases on particular Units. There is no assurance that the City of New York tax assessor will allocate taxes among Units based upon Common Interest percentages. Although the estimate of New York City real estate taxes is a good faith estimate, it is not possible to estimate same with any degree of certainty. Assessed valuations, apportionment or taxes among the Units and tax rates, when actually established by the City of New York, may be lesser or greater. Accordingly, these estimates are to be considered opinions and are not intended, and should not be construed as, warranties as to future assessed valuations, tax rates or the actual real estate taxes to be assessed. In no event will Sponsor, its principals, Selling Agent, Real Estate Tax Counsel, Income Tax Counsel or any offeror be liable to any Purchaser, nor will any Purchaser have the right to rescind the Purchase Agreement if the assessed valuations, tax rates or taxes, when actually established, are lesser or greater than that projected

herein or if the Administrative Code and the applicable rules and regulations of the City of New York are changed in the future.

At such time as the Units have been separately assessed for real estate tax purposes, each Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against any other Unit.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY OR THE TAX RATE(S) WILL NOT BE CHANGED.

The By-Laws provide that the Condominium is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Unit Owners, for the benefit and on behalf of (i) all Unit Owners (excepting Sponsor if Sponsor elects not to be included), or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Condominium from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

The Unit Power of Attorney which each Purchaser shall be required to sign at Closing, the form of which shall be substantially as set forth in Part II of the Plan, authorizes the Condominium Board to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate in accordance with the By-Laws.

As of the Filing Date of the Plan, there are tax certiorari proceedings pending for the reduction of real estate taxes with respect to the Property for the tax years 2015/2016 through 2019/2020. Any such pending proceedings are or shall be brought at Sponsor's sole cost and expense and any refunds received as a result of such proceedings shall inure solely to Sponsor's benefit.

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

The following discussion of certain income tax consequences of the ownership of Units by Purchasers who use such Units as a personal residence was prepared by Sponsor based, in part, upon the Attorney's Income Tax Opinion prepared by Olshan Frome Wolosky, tax counsel to Sponsor ("Income Tax Counsel"), a copy of which is set forth in this Part I of the Plan.

OLSHAN FROME WOLOSKY IS INCOME TAX COUNSEL TO SPONSOR AND NOT TO THE UNIT OWNERS. EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR

Income Tax Deductions to Unit Owners

Each Unit Owner will own such Unit Owner's Unit and its appurtenant interest in the Common Elements in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner will own such Unit Owner's Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

Subject to certain exceptions and limitations that are more particularly discussed in the Attorney's Income Tax Opinion, it is the opinion of Income Tax Counsel that a Unit Owner who uses his or her Unit exclusively as a personal residence and itemizes his or her deductions will, under current U.S. Federal, New York State and New York City income tax Law, be entitled to a deduction for mortgage interest and state and local real property taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers. Purchasers should note that interest paid on a mortgage secured by a personal residence generally is deductible only with respect to indebtedness that is incurred in acquiring or substantially improving a principal or secondary personal residence and, for taxable years beginning after December 31, 2017 and before January 1, 2026, only up to an aggregate indebtedness of \$750,000 (or \$375,000 in the case of a married individual filing a separate return)¹. Interest on mortgage indebtedness that does not satisfy these requirements, such as home equity indebtedness, or is in excess of these limitations, is not deductible. In addition, special limitations also apply to the deductibility of points and other prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions. Purchasers should further note that, for a taxable year beginning after December 31, 2017 and before January 1, 2026, the aggregate deduction for state and local real property taxes, state and local personal property taxes, state and local, and foreign, income, war profits, excess profits taxes, and general sales taxes (if elected) for any tax year is limited to \$10,000 (\$5,000 in the case of a married individual filing a separate return).

With respect to a Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Unit Owner and a deduction for mortgage interest is allowed to the same extent described above.

¹ Without further Congressional action, the \$750,000 and \$375,000 threshold limitations will expire pursuant to a sunset provision contained in the 2017 Tax Cuts and Jobs Act. Accordingly, the \$750,000 and \$375,000 threshold limitations will be increased to \$1,000,000 and \$500,000 respectively for taxable years commencing on or after January 1, 2026. The deduction for interest payable on certain home equity indebtedness was repealed pursuant to the 2017 Tax Cuts and Jobs Act. However, as a result of a similar sunset provision contained in the 2017 Tax Cuts and Jobs Act, for taxable years commencing on or after January 1, 2026 (assuming no further Congressional action), an individual may again deduct interest on an additional \$100,000 of home equity indebtedness in excess of the threshold limitations mentioned above (or \$50,000 of home equity indebtedness in excess of the threshold limitations in the case of a married individual filing a separate return).

Subject to certain limitations for high income taxpayers, the amount of mortgage interest and real property taxes described above, that are deductible for U.S. federal income tax purposes should also be allowable as deductions for New York State and New York City income tax purposes to a resident individuals all as more particularly discussed in the Attorney's Income Tax Opinion.

Tax Status of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association" under Section 528 of the Internal Revenue Code, which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income from assessments from Unit Owners and interest earned on any reserve funds (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. Schedule B, First Years Budget for Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real property taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Income Tax Counsel bases its opinion, will not change. In no event will Sponsor, Income Tax Counsel, Selling Agent, Managing Agent, or any other Person connected with this offering be liable if at any time it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-I

STARR ASSOCIATES LLP
ATTORNEYS AT LAW

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July 27, 2020

CS 393 LLC
757 3rd Avenue, 17th Floor
New York, New York 10017

Re: 393 West End Avenue Condominium
393 West End Avenue
New York, New York 10024 ("Property")

Ladies and Gentlemen:

You have requested our opinion regarding the allocation of Common Interests to the Units at the Property as required by NYCRR Section 23.3(aa)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Condominium Offering Plan ("Plan") for the Property.

In connection with the rendering of this opinion we have reviewed the determination of Common Interests as shown on 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 also based upon the factual determinations made by First Service Residential ("Real Estate Broker") set forth in its opinion contained in the Plan as required by NYCRR Section 23.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Real Estate Broker. Accordingly, in the event that facts presented by the Real Estate Broker were or prove incorrect in no event will Starr Associates LLP be liable.

Based upon our review of the foregoing, we have determined that the method selected by the Real Estate Broker to calculate the percentage of Common Interests is permissible under Real Property Law ("RPL") 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 in accordance with subsection (iv). 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 Sponsor, Starr Associates LLP, Selling Agent, Managing 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.

Very truly yours,

STARR ASSOCIATES LLP

By: *Samantha Sheeber*

Name: Samantha Sheeber
Title: Partner

ATTORNEY'S INCOME TAX OPINION

May 22, 2020

CS 393 LLC
Simon Baron Development
757 3rd Avenue, 17th Floor
New York, NY 10017

Re: **393 West End Avenue Condominium, New York, NY**

Ladies and Gentlemen:

In connection with the offering of condominium units under a plan entitled Condominium Offering Plan for 393 West End Avenue Condominium (the “Plan”), you have requested our opinion as Income Tax Counsel to the Plan concerning certain tax matters. Specifically, you have requested our opinion as to the deductibility for U.S. federal, New York State and New York City income tax purposes of payments of mortgage interest and real property taxes by individual Unit Owners. You have also asked for our opinion as to the tax status of the condominium association.

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

We understand that under the Plan each Unit Owner will hold title to his Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Unit and its interest in the Common Elements will be taxed as a separate parcel for real property tax purposes. Each Unit Owner may place a separate mortgage on his Unit and, by doing so, incur direct liability for the interest payable on such mortgage.

This opinion addresses certain of the U.S. federal, New York State and New York City income tax consequences that would result from the ownership of a Unit by an individual who is a resident of New York City for tax purposes, who purchased such Unit on or after the date hereof, and who uses the Unit as a qualified residence. It does not address, among other things, the tax consequences of ownership of a unit other than a Unit by any person or entity; a Storage Locker License or a Unit by corporations, other entities or foreign persons, or individuals who are not residents of New York City, or, except as specifically discussed, by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income.

In our opinion under present law, subject to the limitations discussed in the following paragraph, interest on a mortgage secured by a Unit paid or accrued by the owner of such Unit who is liable for the interest payment on such mortgage and who uses the Unit exclusively as his personal residence will be deductible for U.S. federal income tax purposes in the appropriate

May 22, 2020

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year according to his method of accounting, provided that he itemizes his deductions. In rendering this opinion we assume that such interest is not prepaid, that the mortgage proceeds were used by the Unit Owner to purchase the Unit, that the Unit is the owner's principal residence and that the Unit Owner is an individual.

Except as provided below, mortgage interest is deductible if paid or accrued during the taxable year on indebtedness which is secured by either the taxpayer's principal residence, as defined for purposes of exclusion of gain on sale under Internal Revenue Code ("Code") Section 121, or on certain designated second homes. However, a ceiling is placed on the amount of indebtedness which may be taken into account for purposes of this deduction. In general, with respect to indebtedness incurred in purchasing a Unit, this ceiling is \$750,000, or \$375,000 in the case of a married individual filing a separate return.¹ However, special limitations may apply to the deductibility of points and prepaid interest if any.

It is also our opinion under present law that real property taxes assessed against a Unit Owner's Unit which are paid or accrued by such owner will be deductible for U.S. federal income tax purposes in the appropriate year according to his method of accounting, provided that he itemizes his deductions. Pursuant to changes in the 2017 Tax Cuts and Jobs Act, for a taxable year beginning after December 31, 2017 and before January 1, 2026, the aggregate deduction for state and local real property taxes, state and local personal property taxes, state and local, and foreign, income, war profits, excess profits taxes, and general sales taxes (if elected) for any such taxable year is limited to \$10,000 (\$5,000 in the case of a married individual filing a separate return).

We note that, with respect to a Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Unit Owner and a deduction for mortgage interest is allowed to the same extent as described above.

Subject to certain limitations for high income taxpayers, the amount of mortgage interest and real property taxes described above, that are deductible for U.S. federal income tax purposes should also be allowable as deductions for New York State and New York City income tax purposes to a resident individual.

We have reviewed various documents included as exhibits in the Plan relating to the organization of the Condominium Board of 393 West End Avenue Condominium (the "Association"), including the Declaration of Condominium and By-Laws of the Condominium (which are the instruments which will create the Association).

¹ Without further Congressional action, the \$750,000 and \$375,000 threshold limitations will expire pursuant to a sunset provision contained in the 2017 Tax Cuts and Jobs Act. Accordingly, the \$750,000 and \$375,000 threshold limitations will be increased to \$1,000,000 and \$500,000 respectively for taxable years commencing on or after January 1, 2026. The deduction for interest payable on certain home equity indebtedness was repealed pursuant to the 2017 Tax Cuts and Jobs Act. However, as a result of a similar sunset provision contained in the 2017 Tax Cuts and Jobs Act, for taxable years commencing on or after January 1, 2026 (assuming no further Congressional action), an individual may again deduct interest on an additional \$100,000 of home equity indebtedness in excess of the threshold limitations mentioned above (or \$50,000 of home equity indebtedness in excess of the threshold limitations in the case of a married individual filing a separate return).

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Our opinion has been requested as to whether the Association will be eligible to qualify as a tax-exempt organization for U.S. federal income tax purposes. In order for the Association to qualify as an exempt organization for U.S. federal income tax purposes under Code Section 528, it must meet the following six conditions:

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

(2) Sixty percent (60%) or more of the Association's gross income for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of residential units.

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

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

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

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

"Substantially all the units" of a condominium management association will be considered as used by individuals for residences if at least eighty-five percent (85%) of the total square footage of all Units within the project is used by individuals for residential purposes. Units that are used for purposes auxiliary to residential use are considered as used for residential purposes. These auxiliary purposes include laundry areas, storage rooms, and areas used by maintenance personnel. A special limitation is established for transient use. No building or Unit will be considered as used for residential purposes if, for more than one half the days in the Association's taxable year, such Unit or building is occupied by a person or series of persons each of whom occupies the Unit or building for less than thirty days.

You have advised us that more than 85% of the total square footage of the Units will be used by individuals for residential purposes and that no person may rent his Unit for a period of less than thirty (30) days. Accordingly, the "substantially all" test should initially be met.

Our review of the documents referred to above indicates that the Association meets all the organizational tests described above for qualification for exemption. Assuming the Plan is consummated in accordance with its provisions and that the Association, in its actual operation, meets the other tests set forth above, it is our opinion that the Association will be eligible to elect, on an annual basis, tax-exempt status under Code Section 528. If such exempt status is

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properly elected, it is our opinion that the Association will not be subject to U.S. federal income tax for the taxable years in which such election is in effect, except as noted in the following paragraph.

An effective election will exempt from U.S. federal income taxation all amounts received by the Association as exempt function income. This consists of amounts received as membership dues, fees, or assessments from owners of Units. However, the Association will be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association, amounts received for work done on privately owned property which is not Association property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

If the Association fails to qualify as a "homeowners association", or if it does but chooses not to make the necessary election, the present state of the law is uncertain as to the tax treatment of any income of the Association in excess of appropriate deductions and credits. Tax authorities may take the position that the Association is a separate taxable entity and that some or all of its income (including the non-membership, and possibly membership, income described above less expenses related to such income) is subject to U.S. federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners. The tax treatment of the Association may be affected by certain United States Treasury Department regulations relating to entity classification.²

This opinion deals only with the specific tax matters discussed above, which do not necessarily comprise all tax matters which may be significant to purchasers of Units. We express no views as to any U.S. federal, New York State or New York City tax consequences other than as explicitly discussed in this opinion or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction. Accordingly, it is recommended that each prospective purchaser of a Unit consult with his own tax advisor concerning the U.S. federal, New York State, and New York City tax consequences of the purchase and ownership of a Unit.

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, counsel to Sponsor, Income Tax Counsel to the Sponsor, the Association, or any other person be liable if, by reason of future changes in fact or applicable law, regulations, decisional law, or Internal Revenue Service rulings, the tax consequences described previously should change.

² To remove doubt in the area, the Association may be able to elect to be treated as a corporation for U.S. federal income tax purposes if it files Form 8832 with the IRS within 75 days of its formation.

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ALL UNIT OWNERS, POTENTIAL UNIT OWNERS, THE ASSOCIATION AND THE CONDOMINIUM ARE HEREBY INFORMED THAT (I) ANY TAX ADVICE CONTAINED IN THIS OPINION IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE INTERNAL REVENUE CODE, (II) THE ADVICE IS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THE PLAN, AND (III) EACH UNIT OWNER, EACH POTENTIAL UNIT OWNER, THE ASSOCIATION AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Sincerely yours,

A handwritten signature in black ink, reading "Olschan Frome Wolosky LP". The signature is fluid and cursive, with the letters "O", "F", and "W" being particularly large and stylized. The "LP" is written in a smaller, more straightforward script at the end of the signature.

OLSHAN FROME WOLOSKY LLP

OPINION OF COUNSEL RE: REAL ESTATE TAX PROJECTION

MARCUS & POLLACK LLP

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TAMAR TOLEDANO

May 11 2020

CS 393 LLC

757 Third Avenue #1701

New York, New York 10017

Real Estate Tax Projection

393 West End Avenue, Residential Units

Manhattan Block 1186, Lot 83

Ladies and Gentlemen:

You have requested that we project the real estate tax liability for residential building being converted to a condominium at the location described above (the “Building”). You have advised us that some or all of the condominium units will be offered for sale by the Sponsor of an Offering Plan.

You have provided us with a description of the Building, which we understand is subject to change, including the gross floor areas of the several parts of the Building, the number and types of units, and the first year of condominium operation.

We have projected the real estate taxes for each of the New York City fiscal years that overlap with the first and second year of condominium operation. Our projections are based on the description of the Building that you have provided, a review of public records, an analysis of the assessments of similar condominium buildings, our experience with New York City’s tax policies and assessment practices, and applicable law.

The City levies real estate taxes on the basis of its fiscal year that runs from July 1 to June 30. An annual tax is levied on each separately assessed parcel of real property, including individual condominium units.

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Real Estate Tax Projection
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The City's Department of Finance ("DOF") conducts an annual revaluation for real property tax assessment purposes. DOF estimates a Full Value for each property using one or more of three generally recognized appraisal methods. These are the sales price comparison, income capitalization and cost approaches to value.

Full Value is generally equated with market value, which is the price that a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

In theory, the three approaches to value should produce similar estimates. However, in practical use, the choice of methods may be limited by the availability of data and the results of the different approaches may be difficult to reconcile.

Each of the three approaches to value may make use of data for the subject property as well as from other similar properties.

The sales price comparison approach involves identifying properties that have recently sold in open market transactions and adjusting for time trends and differences between the sold properties and the subject property. For most types of property, comparisons are made on the basis of sale price per standard unit, such as square feet of building floor area.

The capitalization of income approach relies on the assumption that the price an investor will pay for an income-producing property is based on the potential net income to be derived from ownership of the property. The income capitalization method commonly applied for tax assessment purposes involves dividing an estimated annual net operating income by a capitalization rate that reflects the rate of return required by investors in the applicable market.

The cost approach relies on the assumption that the price an investor or property user will pay for a property is limited by the sum of the cost of construction and the value of the underlying land. This method of valuation is generally considered best used for new buildings; for older buildings it requires adjustment for depreciation and obsolescence, which are difficult to determine. Relevant data used in the cost approach include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees, and construction-period taxes ("soft") costs.

The methods developed by the appraisal profession for single-property valuations are modified for tax assessment purposes by the needs of the mass appraisal process and legal constraints imposed by judicial precedent in contested valuation cases and state and local laws.

Real Property Tax Law § 581 requires that the DOF assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that

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condominiums are to be assessed as if they were rental properties and precludes the use of individual sales to determine an aggregate value of the condominium property.

The courts have held that the most relevant method for valuation of rental apartment buildings is the capitalization of income. This has been extended to residential condominiums where the income capitalization approach relies on rents imputed from comparable rental properties.

Consistent with the statute and judicial precedent, DOF has adopted a practice of using the income approach as the primary method of valuation for condominiums. Under current practice, DOF considers construction cost only in connection with measuring value increments during construction, which in aggregate are limited by the value derived by the income approach. However, in some decisions involving newly constructed condominium properties outside of the City, the courts have also allowed consideration of the cost approach to be used more generally, which in practice may result in a substantially greater value estimate than the income approach.

Tax assessments are determined based on the value and condition of the property on the Taxable Status Date, which is the January 5 prior to the beginning of the City fiscal year for which the assessment is made. Real Property Tax Law §§ 301, 302; New York City Charter § 1507.

DOF publishes tentative assessments for each tax lot on or about January 15. Tentative assessments are subject to change by DOF for limited periods and become final on May 25.

Tentative assessments may be appealed by filing an application on or before March 1 with the New York City Tax Commission, which has authority to reduce assessments that it finds erroneous. Tax Commission appeals and further proceedings in state court may continue after the assessments are final and are often resolved one or more years after the taxes have been paid. In residential condominiums, the board of managers, as agent for the unit owners, typically retains counsel to challenge the annual assessments.

Condominium units are first separately assessed by DOF on publication of a tentative or final assessment following the filing and recording of a Declaration of Condominium in DOF's Office of the City Register and approval of an application for apportionment of the initial tax lot by DOF's Tax Map Unit. When the application is approved, each unit is assigned a tax lot number.

The new, separate assessments will be used to calculate taxes for the next following fiscal year beginning on July 1. Tax installments with future due dates for the current fiscal year may also be apportioned when the tax map change is approved.

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Real Estate Tax Projection
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Prior to separate assessment, DOF will value the entire property as a whole. The Offering Plan may provide for a method for apportionment of taxes based on a single assessment for the entire property.

When the property is separately assessed, DOF will first estimate a Full Value for the entire property or for portions of the property consisting of groups of units having the same or similar use, such as for-sale residential, residential rental, storage, parking, community facility or retail use. DOF will then allocate its value estimates to the individual units.

DOF has used several methods of allocating value to the units in the past and the method to be used is not prescribed by law. For more than ten years, DOF has used the common interest percentage assigned to each unit by the Declaration of Condominium as the basis for allocation.

We make no representation as to the fiscal year for which the units will be separately assessed and billed by DOF, the method of allocation of value to the units that DOF will use when it separately assesses the units or the method that will be used to allocate taxes prior to separate assessment and billing.

In making our projection, we seek to emulate the method that DOF will use to estimate the value of the property. We review all of the general information published by DOF as well as the assessments and related data published in respect to comparable condominium buildings. We omit from our analysis properties that appear to be assessed as if still under construction, even if in fact they were completed prior to the Taxable Status Date.

We have observed the following aspects of DOF's current methods of valuation of condominiums:

DOF uses the income-approach to value as its primary method.

The gross income used for the income approach is determined by multiplying the gross floor area by an estimated income per gross square foot. There is considerable variation in the estimated income per square foot that is not apparently explained by differences in location, height, amenities or other physical or market criteria. There are similar variations in the estimated operating expenses deducted from gross income to determine net income.

Residential gross area as measured by DOF is typically about 25% greater than the aggregate unit areas listed in the offering plan although we have observed a range from about 10% to 33%. Gross floor area generally includes all areas from the outside surface of the outer walls. Therefore, most or all of the common areas of the building, which are excluded from the unit areas, are included in DOF's measurement. However, space open to the sky, such as balconies, terraces and roof decks are not included in DOF's measurement of gross floor area. Floor area, other than

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Real Estate Tax Projection
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amenity or commercial space, that is located below-grade or above the main roof may also be excluded in some cases.

In mixed-use buildings, DOF's estimate of gross residential floor area often appears to reflect the total gross area of the building, less the unit areas of the commercial and other nonresidential uses.

The actual method used to measure gross area varies from building to building. The use of gross floor area instead of the net areas commonly used in the residential sale and rental markets is not inherently inconsistent with appraisal theory. If the imputed rents are based on comparable buildings measured in the same manner, the resulting estimate may be valid. However, the use of gross floor area may introduce more apparent and actual variation in value estimates.

We observe that DOF's estimates of gross income are often substantially less than actual market rents, especially where the applicable rents would be near the top of the market. This produces values substantially less than those that would be obtained by conventional application of the income approach as used in appraisals for private purposes. In the event DOF adopts a market rent for the Building, the resultant assessed values may be significantly greater than as projected herein. DOF's estimates of operating expenses and capitalization rates tend to further increase this disparity.

DOF's capitalization rates for most residential buildings are nearly the same within each borough of the City. However, because of the variation in the income and expense estimates used by DOF, the resulting Full Value estimates per gross square foot vary substantially. The variations in the relationship between gross and unit areas may cause further variations in the value estimates when measured by unit floor area.

We have sought to be as accurate in our projections as possible based on DOF's current practices, as best they can be determined from observation and public information. In order to emulate DOF's current methods as closely as possible, we give greatest weight in our projections to the assessments of comparable properties. However, the wide variation in DOF's value estimates makes it highly likely that the assessment and taxes actually imposed on the property will vary, at least to some extent, from the assessments and taxes that we have projected, and that there will be other, similar properties with higher or lower taxes per square foot.

Further, there is no certainty that DOF's current practices will remain unchanged or that the indicators of market value will not change prior to completion of the Building resulting in the assessment and tax liability actually imposed on the property differing substantially from those that we have projected here.

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Generally, assessments change every year. Over the long term, values have increased steadily with very large percentage increases occurring for some buildings in some years.

DOF multiplies its estimated Full Value by its stated level of assessment of 45% to determine an Actual (or target) Assessment. The 45% level of assessment, which is determined administratively, has been in place since 1983. We have applied the 45% level of assessment in projecting the Actual Assessments.

State law provides for most year-over-year changes in Actual Assessments to be phased in over five years to determine a Transition Assessment. However, assessment changes attributed by DOF to new construction or renovation work are not phased in but added in full to both the Actual and Transition Assessments.

DOF calculates a Taxable Assessment, which is the lesser of the Actual and Transition Assessment, after deduction of any partial exemption to which the property is entitled. We have been advised that no application has or will be made for a building-wide exemption. However, owners may benefit from individual exemptions or abatements that apply to their specific units. For purposes of this projection we have assumed that none of the units will benefit from a partial exemption. The cooperative/condominium abatement program is discussed below.

As part of its annual assessment, DOF determines the Tax Class of each tax lot. Buildings that are primarily residential in actual use or design and separately assessed residential condominium units are designated as Class 2 property.

Separately assessed commercial, community facility, parking and storage units are designated as Class 4 property.

DOF calculates the annual tax for the fiscal year by multiplying the Taxable Assessment by the tax rate for the tax lot's Tax Class. Tax rates are set annually as part of the City's budget process and are often adjusted retroactively after the initial bills are issued. Over the past twenty years, tax rates have increased and decreased each year, usually by relatively small increments. We have assumed for purposes of these projections that the most recent final tax rates will remain in effect for all of the fiscal years involved.

Real Property Tax Law § 467-a provides for a cooperative/condominium abatement program that, where applicable, commonly reduces the tax liability of eligible residential units by 17.5%. Buildings with building-wide exemptions, such as that provided by Real Property Tax Law § 421-a are not eligible.

In order to qualify, the condominium's board of managers must have filed an initial or renewal application with DOF by February 15 prior to the beginning of the fiscal year. The unit

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Real Estate Tax Projection

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must have been separately assessed and must have been owned on January 5 by an individual whose primary residence was in the building. Units owned by sponsors or owners of more than three units in the building are not eligible. DOF will not grant the abatement if the unit was owned by an LLC, partnership or corporation. Units owned by in trust form may qualify provided the legal or beneficial owner is a primary resident.

The state legislative authority for the cooperative/condominium abatement has been periodically renewed since its first enactment in 1996. The current authorization expires prior to the period involved in this projection. There is no assurance that the authorization will be renewed or, if renewed, that its requirements and limitations will not change.

Further, even if renewed, the eligibility of the individual units cannot be determined without additional information that is not available at this time. We have for purposes of these projections assumed that no abatement will be deducted from the gross tax liability.

Our projections of the assessments and tax liabilities for the first and second years of condominium operation are set forth below.

Average assessed values and taxes per gross square foot of floor area are provided here to inform the reader with respect to the Building as a whole; these values are rounded and cannot be accurately used to estimate the assessed value or taxes for a specific unit. The tax estimates for specific units should be based on an allocation of the total projected tax.

Most Recent City Fiscal Year Assessments	2020/21	
Start of Condominium Operation	6/1/2021	
		Per sq. ft.
Estimated gross floor area	134,183 sq. ft.	
Projected City Full Value as Condominium	\$40,254,900	\$300
Level of Assessment	45%	
Actual Assessed Value as Condominium	\$18,114,705	\$135
City Fiscal Year 2020/21		
Projected Actual Assessed Value	\$12,956,400	\$97
Transition Assessed Value	\$12,810,240	

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Real Estate Tax Projection

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Projected Tax Rate	12.473%	
Projected Annual Tax	\$1,597,821	\$11.91
Projected Tax per Month	\$133,152	\$0.99

City Fiscal Year 2021/22

Projected Actual Assessed Value	\$13,300,000	\$99
Transition Assessed Value	\$13,058,510	
Projected Tax Rate	12.473%	
Projected Annual Tax	\$1,628,788	\$12.14
Projected Tax per Month	\$135,732	\$1.01

City Fiscal Year 2022/23

Projected Actual Assessed Value	\$18,114,705	\$135
Transition Assessed Value	\$14,118,701	
Projected Tax Rate	12.473%	
Projected Annual Tax	\$1,761,026	\$13.12
Projected Tax per Month	\$146,752	\$1.09

<u>First Year of Condominium Operation</u>	6/1/2021	to	5/31/2022
City Fiscal Year 2020/21	1 months at	\$133,152 =	\$133,152
City Fiscal Year 2021/22	11 months at	\$135,732 =	\$1,493,056
Projected Annual Tax			\$1,626,207

<u>Second Year of Condominium Operation</u>	6/1/2022	to	5/31/2023
City Fiscal Year 2021/22	1 months at	\$135,732 =	\$135,732
City Fiscal Year 2022/23	11 months at	\$146,752 =	\$1,614,273
Projected Annual Tax			\$1,750,006

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34-22 Astoria Partners, LLC
Queens Block 642, Lot 36
April 24, 2020
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The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York and § 421-a Rules in effect as of the date hereof, FAQ's issued by HPD, conversations with employees of HPD and DOF. The opinions are also based on e-mail and telephone conversations with A.J. Sabo, Director of Tax Incentive Programs for Jaffa.

The laws, regulations, practices and positions of the New York City Department, of Buildings, DOF and HPD upon which this opinion is predicated may be revised in a manner adverse to your interests, or there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or the courts. We shall not be liable if, because of any change of position, policy, laws or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws or regulations, the project fails to obtain, in whole or in part, § 421-a benefits.

No warranties are made herein nor are any assurances or representations given that HPD, DOF or any other agency with jurisdiction will approve the § 421-a application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the project is entitled to, in whole or in part, § 421-a benefits. In addition, no warranty is made nor any assurance or representation given that the laws, rules, regulations, policies, positions and practices upon which this opinion is based will not be changed after the date of this opinion. In addition, we do not warrant or represent the amount of tax savings the Project may receive in respect to partial real estate tax exemption benefits. Furthermore, we do not warrant or represent that DOF will implement benefits retroactively after issuance of the FCE and filing of the FCE.

This opinion is furnished specifically at the request of Owner for the use of the United States Life Insurance Company in the City of New York and American and General Life Insurance Company, its successors and assigns. The opinion may not be relied upon, furnished, circulated or quoted to, or used or referred to by any other person or entity, without the express prior written consent and approval of Marcus & Pollack LLP.

Very truly yours,



Marcus & Pollack LLP

WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Unit shall be required to make a non-refundable contribution at the Closing to the working capital fund of the Condominium ("Working Capital Fund") in an amount equal to 2 months' Common Charges with respect to the Unit based on the Condominium budget in effect at the time of Closing. The payment of the Working Capital Fund contribution shall be required of all Purchasers of Units, whether purchased from Sponsor or purchased from a Unit Owner on a resale. No payment to the Working Capital Fund will be made by the Condominium Board as Purchaser of the Resident Manager's Unit.

At or subsequent to the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the day preceding the First Closing, to the extent applicable:

- (1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals and all other payments or obligations relative to the employees of the Condominium.
- (2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any.
- (3) charges for electricity and other utilities for the Common Elements.
- (4) cost of fuel on hand (plus sales tax), if any.
- (5) charges and receipts in connection with service, maintenance and concession contracts.
- (6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units).
- (7) cost of building supplies on hand at Sponsor's cost (including sales tax).
- (8) premiums for transferable insurance policies, if any.
- (9) janitorial service fees, if any.
- (10) management fees.
- (11) building supplies (including, but not limited, to uniforms, cleaning supplies, carts, luggage).
- (12) other customary closing adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as set forth above, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and the other matters mentioned above.

If the result of Closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit to the Working Capital Fund. If the result of Closing adjustments is a net credit in favor of Sponsor, the payment of any net credit shall be evidenced by an unsecured, negotiable promissory note, without interest, to be executed by the Condominium Board and delivered to Sponsor at the First Closing to be repaid on the first anniversary of the First Closing. The promissory note may be prepaid by the Condominium in full at any time, or in part from time to time, without penalty.

The Working Capital Fund will be used for working capital, a reserve for repairs or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by

allocations from the monthly Common Charges. While Sponsor controls the Condominium Board, the Working Capital Fund will not be used to reduce Common Charges. (See the Section of the Plan entitled "Control By Sponsor" for details.)

The Condominium Board will be able to utilize the funds in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. In addition, within 3 months following the end of the Sponsor Control Period, Sponsor shall deliver to the Condominium Board a statement from an officer of Sponsor, certifying in reasonable detail as to any changes in the amount of the Working Capital Fund which have occurred since the First Closing.

No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, including repairs, replacements or major improvements, for the first or any subsequent year of Condominium operation. If additional funds are required over and above the Working Capital Fund to cover expenses of the Building operation, it may be necessary to increase Common Charges or make Special Assessments. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

RESERVE FUND

The New York City Council enacted Local Law 70 which amended Chapter 51 of the Administrative Code of the City of New York (“Reserve Fund Law”), the full text of which is set forth in Part II of the Plan. The Reserve Fund Law requires the sponsor of an offering plan for the conversion of a building from rental to condominium status to establish a reserve fund (“Reserve Fund”) to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such building. The Reserve Fund shall be provided by Sponsor and shall be in addition to any Working Capital Fund established.

Sponsor shall, within 30 days after the First Closing, establish and transfer to the Condominium Board, a Reserve Fund in an amount equal to either:

(i) 3% of the sum of the cost of all Units offered for sale pursuant to the Plan at the last price which was offered to tenants in occupancy of the Building prior to the Effective Date of the Plan regardless of the number of sales made (“Total Price”), or

(ii) (A) 3% of the actual sales prices of all Units offered for sale pursuant to the Plan which are sold by Sponsor at the Effective Date, provided, however, that if such amount is less than 1% of the Total Price, then the Reserve Fund shall be established as a minimum of 1% of the Total Price; plus

(B) supplemental contributions to be made by Sponsor at a rate of 3% of the actual sales price of Units for each Unit held by Sponsor and sold to Bona Fide Purchasers subsequent to the Effective Date of the Plan and within 5 years of the First Closing notwithstanding that the total amount contributed may exceed 3% of the Total Price; and provided, further, that if 5 years from 30 days after the First Closing, the total contributions by Sponsor to the Reserve Fund are less than 3% of the Total Price, Sponsor shall pay the difference between the amount contributed and 3% of the Total Price. The supplemental contributions made under this subparagraph (B) shall be made within 30 days of each sale of a Unit under the Plan.

The Reserve Fund may not be reduced by closing apportionments but Sponsor may receive credit against the mandatory initial contribution for the actual cost of capital replacements begun after the Plan is submitted for filing to the Department of Law and before the Plan is declared effective. Such credit may not exceed the lesser of the actual cost of the capital replacements or 1% of the Total Price. The Plan will be amended to disclose any items to be replaced and the actual or estimated cost thereof. See the Section of the Plan entitled “Rights and Obligations of Sponsor” under the subsection “Sponsor’s Undertaking with Respect to Certain Improvements and Replacements to the Common Elements” for a description of the capital replacements for which Sponsor presently intends to receive credit against the mandatory initial contribution.

The exact amount of the Reserve Fund under the Reserve Fund Law cannot be determined until the First Closing since it depends on which option Sponsor chooses under the Reserve Fund Law. Under no circumstances will the Reserve Fund be less than 2% of the Total Price. No Purchaser will be entitled to rescind a Purchase Agreement solely because the actual amount of the Reserve Fund is less than the estimated amount.

The Reserve Fund Law also requires Sponsor not later than the 30th day following the Filing Date of the Plan and until the First Closing to post and maintain in a prominent place accessible to tenants in the Building a list of all violations of record against the Building as determined by the Buildings Department and the Department of Housing Preservation and Development. All newly issued violations must be posted within 48 hours of their issuance or will be made available by the Resident Manager or Managing Agent at the Building for inspection by tenants.

In the event that at any time prior to the First Closing, the Reserve Fund Law is repealed, Sponsor will not be obligated to comply with its requirements and may not provide a Reserve Fund. In such event, all Purchasers will be given 15 days after receipt of an amendment disclosing such repeal of the Reserve Fund Law to rescind their Purchase Agreements and be refunded all monies paid thereunder. In the event that on or after the First Closing, the Reserve Fund Law is repealed, Sponsor agrees to comply with its requirements as set forth in the Plan notwithstanding such repeal.

No assurance can be given that the Reserve Fund will be adequate to pay for the replacement of capital items, and if additional monies are required over and above the Reserve Fund, it may be necessary to increase Common Charges or levy a Special Assessment against the Unit Owners. While Sponsor is in control of the Condominium Board, the Reserve Fund may only be used for capital expenditures and replacements and may not be used to reduce Common Charges.

THE PROPERTY IS BEING OFFERED IN ITS CURRENT CONDITION "AS IS," WITH NO REPRESENTATIONS OR UNDERSTANDINGS EXCEPT AS EXPRESSLY SET FORTH HEREIN. SPONSOR OR THE SELLING AGENT WILL HAVE NO OBLIGATION TO MAKE ANY REPAIRS OR IMPROVEMENTS EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE PLAN OR REQUIRED BY LAW. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

MANAGEMENT AGREEMENT

At the First Closing, Sponsor will assign, and the Condominium Board will assume, the Management Agreement for the Condominium between Sponsor and First Service Residential (“Managing Agent”), having an office at 622 3rd Avenue, 15th Floor, New York, New York 10017 (“Management Agreement”). Sponsor may, in the alternative, have the Condominium Board enter into the Management Agreement directly with Managing Agent.

The Management Agreement will provide for an initial term of three (3) years commencing on the date of the First Closing (“Commencement Date”). Thereafter, the Management Agreement will continue on an annual basis but may be cancelled by either party without cause, upon not less than 60 days’ prior written notice.

Managing Agent will receive an annual fee, payable in equal monthly installments during the initial term of the Management Agreement as follows: \$60,000.00 first year, 4%, thereafter per annum. The management fee is comparable to the rate for similar services in comparable buildings. In addition, for services rendered to Unit Owners (other than Sponsor), in connection with processing applications to (i) sell, lease or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by the Condominium Board, (ii) mortgage or refinance of an existing mortgage on a Unit and (iii) alter or renovate a Unit, Managing Agent shall receive a fee from the Unit Owner in such amounts as shall be determined, time to time, by the Condominium Board.

The duties and services to be rendered by Managing Agent include, among others:

- (1) billing and collecting Common Charges.
- (2) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board.
- (3) contracting for necessary services and repairs and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements.
- (4) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid.
- (5) supervising, hiring, discharging and paying employees necessary for the proper maintenance and operation of the Building.
- (6) rendering monthly statements of receipts and disbursements to Sponsor or other designated entity, upon request.
- (7) maintaining payroll records and filing withholding tax statements for employees.
- (8) maintaining accurate sets of books for the Condominium Board.
- (9) cooperating with the Condominium Board’s accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year.
- (10) attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings.
- (11) causing to be obtained and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board.

- (12) processing applications of Unit Owners for permission to alter the Units.
- (13) processing applications for waivers of the right of first refusal.
- (14) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Building.

Managing Agent, at the expense of the Condominium, will be insured during the term of the Management Agreement under a fidelity insurance policy in favor of the Condominium for any loss resulting from fraudulent or dishonest acts committed by Managing Agent, its directors, officers or employees.

The Management Agreement provides that the Condominium Board shall indemnify Managing Agent with respect to claims in connection with Managing Agent's carrying out the provisions of the Management Agreement or acting under the express or implied directions of the Condominium Board, unless arising from the gross negligence, bad faith or willful misconduct of Managing Agent in carrying out its duties.

To the extent applicable, Sponsor shall comply the provisions of New York General Business Law § 352-eeee(3), which provides as follows: "All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis."

Sponsor reserves the right during the Sponsor Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. The Management Agreement may not be assigned by Managing Agent without the prior written approval of the Condominium Board. The Condominium Board may not assign the Management Agreement.

IDENTITY OF PARTIES

Sponsor

CS 393 LLC is a limited liability company organized under the laws of the State of Delaware, with an office at 757 3rd Avenue, 17th Floor, New York, New York 10017 (“Sponsor”).

The principals of Sponsor are Matthew Baron and Jonathan Simon, having an office address c/o Sponsor at 757 3rd Avenue, 17th Floor, New York, New York 10017.

Matthew M. Baron is the President of Simon Baron Development, which owns and develops real estate in the NYC area. The firm currently controls a real estate portfolio with an aggregate value in excess of \$1.3 billion. Mr. Baron is also an Adjunct Lecturer at New York University’s School of Continuing and Professional Studies where he teaches a course on Real Estate Development. He has been, and continues to be, invited to speak at many industry conferences including Bisnow, iGlobal, Massey Knakal’s Summits, and IMN. He has also been quoted in various publications including The Wall Street Journal, The Real Deal, Real Estate Weekly, USA Today, and The Epoch Times. Mr. Baron holds a BS in Finance from NYU Stern and an MBA from Columbia Business School. He currently lives in Manhattan with his wife and two children.

Jonathan H. Simon is the founder, chairman, and CEO of Simon Baron Development and has been investing in, asset managing and renovating real estate since 1987. He first entered the real estate business with The Donald Zucker Company and then formed Simon Development Group in the early 1990's. Mr. Simon began as a general contractor and subsequently commenced acquiring and renovating both residential and commercial space on his own account. Mr. Simon is a member of the Board of Trustees of BRT Realty Trust, which is a New York Stock Exchange listed mortgage REIT (NYSE:BRT). He is a member of the Young Mens/Womens Real Estate Association of New York (YM/WREA), and the Urban Land Institute (UL). He is also a member of Young Presidents Organization (YPO), and the Entrepreneur's Organization(EO). Mr. Simon graduated from the University of Pennsylvania in 1987 and attended the Real Estate Institute at New York University. He lives in Scarsdale with his wife and two children.

Prior Offerings

Sponsor has not taken part in any public offerings which were initially offered during the past 5 years. Principals of Sponsor have taken part in the following prior public offerings which were initially offered during the past 5 years:

<u>Project:</u>	<u>Date Filed:</u>
12 East 88 th Street, NY, NY	December 2, 2015
269 West 87 th Street, NY, NY	June 27, 2016

These principals are current in their financial obligations with respect to these projects.

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 15 years prior to the submission of the Plan.

All principals of Sponsor reside in state. Sponsor resides out of state and has designated the Secretary of State for service of process.

Attorneys for Sponsor

Sponsor has retained the law firm of Starr Associates LLP, having an office at 220 East 42 Street, Suite 3302, New York, New York 10017 to represent it in connection with the Plan and to serve as Escrow Agent. Evelyn D'Angelo, Esq., Esq. participated in and supervised the preparation of the Plan. Starr Associates LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to the sale and closing of Units.

Sponsor has retained the law firm of Olshan Frome Wolosky, having an office at 1325 Avenue of the Americas, New York, New York 10019 to prepare the Income Tax Opinion for the Condominium and Unit Owners under the direction of Warren Gleicher, Esq.

Sponsor has retained the law firm of Marcus & Pollack, having an office at 633 Third Avenue, 9th Floor, New York, New York 10017, to provide the Real Estate Tax Projection Opinion set forth in Part I of the Plan.

Selling Agent

Selling Agent for the Condominium will be Halstead Property Development Marketing, having an address at 445 Park Avenue, 12th Floor, New York, NY 10022. Selling Agent is a licensed real estate broker whose principals have been engaged in the sale of real estate for many years.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally that occurred within 15 years prior to the submission of the Plan.

Managing Agent

Managing Agent for the Condominium will be First Service Residential, having an office at 622 3rd Avenue, 15th Floor, New York, New York 10017. Managing Agent is a real estate and management firm that has been in business for many years. Managing Agent is a licensed real estate brokerage and management firm, which has been engaged in the management of residential real estate for many years. It currently provides property management services for many residential cooperatives and condominiums.

There have been no prior felony convictions of Managing Agent, or any principals of Managing Agent, and no prior convictions, injunctions and judgments against Managing Agent, or any principals of Managing Agent that may be material to the Plan or any offering of securities generally that occurred within 15 years prior to the submission of the Plan.

Construction Professionals

Sponsor has retained the following professionals in connection with this Plan:

a) Architect of Record

CetraRuddy Architecture, having an office at 1 Battery Park Plaza, New York, New York 10004 is the architect of record for the Building ("Architect"). The Architect prepared the "Description of Property and Building Condition" and the Floor Plans of the Units set forth in Part II of the Plan and will prepare the Floor Plans which will be filed with the Division of Land Records of the New York City Department of Finance required in order to create the Condominium. Architect has also examined the physical condition of the Building and has rendered its report thereof and a Certification which is set forth in Part II of the Plan. Architect has been providing architectural services for many years.

b) Mechanical Engineer

MG ENGINEERING D.P.C., having an office at 116 West 32nd Street, New York, NY 10001, is the mechanical engineer for the Building. The Mechanical Engineer has been providing engineering services for many years.

Condominium Budget Expert

Sponsor has engaged First Service Residential, having an address at 622 3rd Avenue, 15th Floor, New York, New York 10017, as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B - Estimated Budget for Projected First Year of Condominium Operation" in consultation with Sponsor. The Budget Expert has rendered a certification as to the adequacy of the First Year's Budget, which may be found in Part II of the Plan.

Related Parties

Sponsor and its principals have no affiliation with Selling Agent, Managing Agent, Sponsor's Attorneys, Budget Expert, the Construction Professionals, or any person or firm who will provide services to the Condominium subsequent to the First Closing. Neither the Condominium Budget Expert, the Construction Professionals nor the Attorneys have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

No Pre-Sales

Neither Sponsor nor its principals have entered into contracts or agreements, written or oral, or accepted any Deposits or advances of funds for the purchase of Units as of the Filing Date of the Plan.

SPONSOR'S PROFIT

Sponsor expects to sell many Units at full market value from time to time as they become vacant and to generate substantial profits therefrom. The exact profit to be realized by Sponsor cannot now be determined and may increase or decrease substantially depending upon variable factors such as the uncertainty of future market conditions including the availability and cost of money, the length of time required to sell the Units, losses or expenses arising from obligations assumed or waived by Sponsor under this Plan and other contingencies.

REPORTS TO UNIT OWNERS

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

1. A financial statement of the Condominium prepared by a certified public accountant or public accountant, within approximately 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board.
2. At least 30 days' prior notice of the annual Unit Owners' meeting.
3. A copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board. While Sponsor is in control of the Condominium Board, such budget shall be certified in compliance with the regulations of the Department of Law.

DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection by Purchasers and their attorneys without charge, and for copying at a reasonable charge, at Sponsor's office for a period of 6 years after the First Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its Unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in the Register's Office in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be recorded in the Register's Office.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Copies are contained in Part II of the Plan of the forms of Declaration, By-Laws, Purchase Agreement, Unit Deed, Power of Attorney and other documents (which forms may be revised prior to their recordation or the First Closing, as applicable). Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to in the Plan, copies of which are on file with Sponsor, are not necessarily complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and Purchasers. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the Purchase Price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially and adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the Presentation Date of such amendment. Sponsor shall promptly return all Deposits, together with any interest earned thereon to Purchasers who rescind, except that Sponsor shall retain all Deposits of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property has not been the subject of a prior public offering. No binding agreements have been entered into for the sale or reservation of a Unit and no deposits or funds have been collected from prospective purchasers.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor has obtained a report on the condition of the Property, a copy of which is set forth in Part II of the Plan. Sponsor is not an architect or engineer, but hereby adopts such report and, believes and hereby represents that the "Description of Property and Building Condition" with additional information by Sponsor, if any, as indicated, set forth in Part II of the Plan, represent accurately the present Building condition. The firm preparing the "Description of Property and Building Condition" has no financial interest in the Property, Sponsor, the Condominium, Selling Agent, any affiliates thereof, or any other party interested in this transaction, except for the fee for services rendered.

Set forth in Part II of the Plan is a copy of the most recent Local Law 11 Report for the Property.

Set forth in Part II of the Plan is an opinion letter ("Asbestos Summary") prepared by Lawrence Environmental Group, LLC ("Asbestos Consultant") dated February 4, 2020, which sets forth a current description of the absence, presence, or presumption of asbestos-containing material ("ACM") in the Building and Apartments based on recent testing and samplings conducted in connection with an Asbestos Operations and Maintenance Program Report dated February 2014 and an Asbestos Survey Report dated March 26, 2014 (collectively, "Asbestos Reports"), as well as information based on most recent ACP-5 reports and ACP-21 reports. The Asbestos Reports are annexed to the Asbestos Summary as exhibits. At this time, Sponsor's obligations under Law do not require Sponsor to include the performance of any ACM remediation work. However, should Sponsor encounter any ACM in the course of Sponsor's Work in the future, all such findings of ACM shall be surveyed, removed, encapsulated, or otherwise remediated as required by Law.

The Buildings Department issued a TCO No. 122212612T014 dated June 26, 2020 for the Building. To the extent that Sponsor exercises its rights under the Plan to amend the Plan to disclose the performance of Sponsor's Work, Sponsor's Architect has advised that the TCO may need to be amended or changed as a result of Sponsor's Work. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for more details regarding Sponsor's Work.)

The Units and their appurtenant Common Elements are being sold "as is" to Tenant-Purchaser in the condition in which they exist on the Filing Date of the Plan, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the First Closing and further subject to Sponsor's obligation to make repairs, improvements or decorations as may be otherwise set forth in the Plan. The Units and their appurtenant Common Elements are being sold to all Purchasers of Vacant Units "as is" in the condition in which they exist on the Closing Date of such Unit. As Units become vacant, Sponsor may sell such Unit "as is" or may renovate such Unit. In the event that Sponsor discovers that the layout or dimensions of any Unit that becomes vacant varies materially from the corresponding Floor Plan in Part II of the Plan, Sponsor will amend the Plan to correct such Floor Plan. Purchasers should note that any Floor Plan or sketch shown to a prospective Purchaser (including those set forth in the Plan) is only an approximation of the dimensions (within reasonable tolerances) and layout of each Unit. While the Floor Plans are meant to reflect existing conditions, the actual layout of an occupied Unit may have been altered by the tenant; accordingly, each Unit should be inspected prior to purchase to determine its actual dimensions, layout and physical condition. All Units sold by Sponsor will comply with New York City Building Code as of the date of Closing. Reference is made to the Description of Property and Building Condition in Part II of the Plan for a list of violations listed as "active" on the NYC Building Information System. Sponsor shall exercise good faith efforts to resolve violations prior to the First Closing, and in any event all violations shall be resolved no later than the issuance of the PCO.

Except as otherwise expressly provided in the Plan, Sponsor's obligation to make repairs in any Unit shall cease upon the Closing of Title to such Unit. Sponsor will, however, maintain and operate the Building until the First Closing in substantially the same manner and condition as on the Filing Date of the Plan

(subject to ordinary wear and tear) except to the extent that Sponsor is precluded from so doing by acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, acts of terrorism, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions, inability to gain access after reasonable notice or any other acts over which Sponsor is reasonably unable to exercise control. If for any of the reasons set forth in the preceding sentence, other than fire or other casualty, Sponsor is prevented from so maintaining the Building and the Common Elements (or causing the same to be maintained), Sponsor shall make or cause to be made, within a reasonable period of time after such act ceases to exist, subject to Sponsor's ability to gain access for such repairs, after reasonable notice) any repairs subsequent to the First Closing that it was obligated to make prior to the First Closing.

Sponsor's architect has estimated that certain Excess Development Rights shall exist as of the Filing Date of the Plan, all of which are expected to be used in connection with Sponsor's Work planned for the Building. Neither the Condominium Board nor any Unit Owner (other than Sponsor) shall have any right or interest to such Excess Development Rights, and upon completion of Sponsor's Work, no Excess Development Rights are expected to remain. However, if the nature of Sponsor's Work changes as a result of a duly-filed amendment to the Plan or if the applicable provisions of the Zoning Resolution change in the future, any resulting available Excess Development Rights will not be included in the Property and shall be the exclusive property of Sponsor. Sponsor cannot represent the amount of transferable Excess Development Rights that could result from such changes. If any Excess Development Rights are transferred to an adjoining premises, the light and air of the Building and views from Units and/or Terraces may be affected. Notwithstanding the foregoing, Excess Development Rights may not be used to expand the size, height, bulk or density of any portion of the Property after the recording of the Declaration.

Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and materials pertaining to lead-based paint and/or lead-based hazards in the Building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. In accordance with the terms of the rider annexed to the Purchase Agreement, Purchasers have the right to inspect their Units for the presence of lead-based paint. While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Building other than those set forth in Part II of the Plan, given the age of the Building and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense.

PART II

CONDOMINIUM OFFERING PLAN

**393 WEST END AVENUE CONDOMINIUM
393 WEST END AVENUE
NEW YORK, NEW YORK 10024**

DESCRIPTION OF PROPERTY AND BUILDING CONDITION



DESCRIPTION OF PROPERTY AND SPECIFICATIONS

393 WEST END AVENUE
NEW YORK, NEW YORK 10024

PREPARED FOR:
CS 393, LLC
757 3rd Ave. 17th Floor
New York, NY, 10017



CETRARUDDY

Narrative**07/01/20**

This report was prepared for CS 393, LLC, the Owner, for inclusion in an offering plan for conversion of the 88 residential apartments to comply with the Martin Act. The Property is defined as the building comprised of one (1) Residential Unit which is part of the offering. The report is based on (a) a visual inspection of the existing spaces and mechanical equipment together with (b) information provided by the Sponsor and/or its representatives. It is understood that not all aspects of the physical condition of the Property can be ascertained from a visual inspection or from reported information and there have been no tests or penetrations of existing walls, ceilings, floors, etc. or removal of any structural or mechanical elements.

This Report accurately describes the condition of the building on the Property as of the date of the inspection with respect to those facts which could be ascertained from a visual inspection at the time, except as noted herein. This Report provides a general description of the Property, interior spaces and mechanical equipment and a fair summary of their general condition, but is not intended to be a complete detailed list of every piece of equipment or of their condition.

The contents of this Report are correct to the best of my knowledge and belief and are provided for disclosure purposes only. Unless specifically noted in this report all building components are existing and will be delivered in there "as is" condition. This Report and the conclusions stated herein are, however, limited to actual knowledge based upon visual inspection, undertaken with due diligence, of visible portions of the Property and information voluntarily supplied by the Sponsor. No representation is made, however, as to the truth, completeness or accuracy of this information.

Any references to "Category A" Units and "Category B" Units shall mean the categories of Units described in further detail at the end of this report in section (v)(i) entitled "Unit information" subsection "Type and grade of finish material in unit."

Any rooms designated in the Units as home offices, dens, media rooms, libraries, Alcove are non-habitable rooms which may not be used for any type of occupancy including but not limited to sleeping, dining, and living purposes. Any such unlawful use can result in violations being posted against the Building, and any and all costs or expenses incurred by the Condominium or other Unit Owner arising out of such unlawful use shall be borne by such Unit Owner.

This Report is not to be construed as a guarantee or warranty.

Section 20.7 Description of Property and Specifications or Building Condition.

(a) Location and use of property

This property and use complies with all zoning and use requirements for residential and commercial use

(1) Address:

391-393 West End Avenue
New York, NY 10024

(2) Block and lot

numbers: Tax

Block 1186
Tax Lots 83

(3) Zoning:

R10A L- Landmark District

(4) Permissible use[s]:

Use Groups R-2

(b) Status of construction

(1) Year built:

Construction completed 1927

There is no current construction and all the conditions are "As Is".

(2) Class of construction:

Class 1 Fireproof; applicable building code: 1968 NYC Building Code as per TCO dated 06/26/2020

393 West End Avenue
 Description of Property and Specifications
 CetraRuddy Architecture DPC

<u>FIRE RESISTANCE RATING REQUIREMENTS</u> (NYCBC 1968 TABLE3-4)	
DESCRIPTION	RATING
STRUCTURAL FRAME, INCL. COLUMNS, GIRDERS, TRUSSES	2 HOUR
BEARING WALLS:	
EXTERIOR	2 HOUR
INTERIOR	2 HOUR
NON-BEARING WALLS & PARTITIONS:	
INTERIOR	0
FLOOR CONSTRUCTION INCL. SUPPORTING BEAMS AND JOISTS	2 HOUR
ROOF CONSTRUCTION INCL. SUPPORTING BEAMS AND JOISTS	1 HOUR
ENCLOSURE OF VERTICAL EXITS, EXIT PASSAGEWAYS, HOISTWAYS AND SHAFTS	2 HOUR
THE BUILDING IS NOT SPRINKLERED EXCEPT FOR THE CELLAR LEVEL. THERE IS A FIRE STANDPIPE SYSTEM APPROVED BY FIRE DEPARTMENT, DECEMBER 16, 1959	

(3) Certificate of Occupancy, type and number:

“Units” refer to all Units. “Residential Unit” refers to each of the 88 Residential Units from the first floor to the Penthouse (PH) marketing floors.

Temporary Certificate of Occupancy expires on 09/24/20. Sponsor will pursue best efforts to obtain final CO before closing.

(4) NYC DOB Building BIS job number for finding information on New York City buildings:

BIN 1031127

Summary of applications:

- (i) Application # 122212612 (Alt I) Cellar/Penthouse Floors; (Filed by Metropolis Group, Inc.; 2014, Filing for change of use at Cellar and Penthouse Levels for the Creation of Amenity Spaces) GC
- (ii) All PM & sign offs will be handled by Thomas Jacobson and Chrismania Perez from Metropolis grou
- (iii) 122796885 – 6/13/2016, Cellar, 1st Floors, Alt II, Filed by Sterling Systems Corp, BL: Installation of two condensing water heaters and oil to gas conversion for existing boiler
- (iv) 121857099 – 12/2/2013, Cellar, Roof, 1st – 17th Floors, Alt II, Filed by Metropolis Group, Inc.; GC/ST/MH/PL: Staircase modification, creating egress to street. Install new structural framing. New Concrete slab in cellar for future mechanical unit. Install new plumbing fixtures with related piping. New mechanical units with related ductwork.
- (v) 122495488 – 8/12/2015, Cellar Floors; Alt II/Dir 14, Filed by Metropolis Group, Inc.; MH: Installation of new duct work.
- (vi) 122484052 – 8/4/2015, 16th, Roof Floors; Alt II/Dir 14, Filed by Metropolis Group, Inc.; ST: Replacement of existing damaged concrete slabs.
- (vii) 122409492 – 5/21/2015, Pen Floor, Alt II/Dir 14, Filed by Metropolis Group Inc.; PL/GC Interior renovation and comb. of apartments
- (viii) 121912902 – 2/4/2014, 1st, 6th, 8th, 11,12, Pen Floors, Alt II/Dir 14, Filed by Metropolis Group Inc.; GC/MH/PL Interior renovation and combination of apartments. Installation of New AC units and Associated Duct Work. Replace, Relocate, Removal /Installation Apartments: 1E, 1F, 12A 12B, 14C, 14D, 14E, 14F, 15A, 16A, 16C, 16D, 16E, 17C, & 17D

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- (ix) 121662218 – 12/27/2013, Cellar, 1st Floors, Alt II, Filed by Metropolis Group, Inc.; SD/SP/PL Install new sprinkler heads, standpipe hose valves with related piping

Alt III

- (x) 122513574 – 9/10/2015, Alt III/Dir 14, Permit-Entire/Expired 9/9/2016 (Consolidated Scaffold): OSP Floors: EQ: Installation of temporary scaffold. Filed by Eurocelt Expediting, Inc.
- (xi) 122494434 – 8/28/2015, Alt III/Dir 14, Permit-Entire/Expired 8/27/2016 (Consolidated Scaffold): Rof Floors: EQ: Installation of scaffold type roof protection. Filed by Eurocelt Expediting, Inc.
- (xii) 122494443 – 8/28/2015, Alt III/Dir 14, Permit-Entire/Expires 8/27/2016 (Consolidated Scaffold): 1st Floors: EQ: Installation of heavy duty sidewalk shed. Filed by Eurocelt Expediting, Inc.
- (xiii) 122438790 – 6/19/2015, Alt III/Dir 14, Permit-Entire/Expires 6/18/2016 (Penta Restoration Corp.): OSP Floors: EQ: Installation of plywood fence. Filed by HH Building Consulting & Architecture.
- (xiv) 122367660 – 4/14/2015, Alt III/Dir 14, Permit-Entire/Expires 4/13/2016 (Heritage Chimney Service): OSP Floors: EQ: Installation of temporary pipe scaffold. Filed by HM Construction Consultants.
- (xv) 121862476 – 12/9/2013, Alt III/Dir 14, Permit-Entire/Expires 5/1/2014 (Penta Restoration Corp.): OSP Floors: EQ: Installation of Plywood Fence. Filed by Eurocelt Expediting, Inc.
- (xvi) 104756774 – 5/8/2007, Alt III/Dir 14, Permit-Entire/Expires 7/21/2007 (Skyline Scaffolding, LLC): OSP Floors: EQ: Installation of Heavy Duty Sidewalk Shed. Filed by A1 Expediting Service Corp.

Sponsor will endeavor to remedy all open violations prior to receipt of Final Certificate of Occupancy.

Electrical

Apps waiting inspection:

- (xvii) USA electrical: bec #: Z15789,Z15695
- (xviii) V Vass Electrical corp: bec# Z151381
- (xix) Martin Dorkin: bec# Z149466
- (xx) Roma electrical corp: bec#Z145389
- (xxi) Top Shelf electric: bec# Z144005
- (xxii) Alison electrical: bec# Z128305
- (xxiii) JK electrical: bec# Z125302
- (xxiv) Mike Lewkowicz: bec# Z113794, Z101309, 7087780

(c) Site

(1) Size:

The lot area is 10,217 SF

It is a square shaped lot with frontage extending 102'- 2" feet along West End Avenue and 100 feet along 79th Street

(2) Number of buildings and use:

There is 1 building on the Property: a 16 story, +/- 163 feet high-rise building.

(3) Streets owned or maintained by the project:

The property is located on the southwest corner of West 79th Street and West End Avenue.

(i) Paving: Existing and in good condition

(ii) Curbing (material and condition):

(iii) All curbs abutting the property are existing concrete and steel faced concrete curbs owned by the City of New York and maintained by the NYC DOT (Department of Transportation);

(iv) Catch basins, drainage (location and condition):

(v) The existing streets abutting the Property are pitched to drain through existing catch basins. These existing catch basins are part of the New York City water drainage system and owned thereby and are in usable condition, and are maintained by the NYC DOT;

(vi) Street lighting (material, type, location and condition):

Street lighting is provided by existing public street lamps owned by the City of New York and maintained by the NYC DOT.

(i) Paving, curbing, catch basins, drainage and street lighting are owned by the City of New York and maintained by the NYC DOT.

(4) Drives, sidewalks and ramps;

(vii) Vaults: There are (1) Con Ed Corner 79th & WEA

(viii) Paving (material and condition):

The existing sidewalks adjacent to the Property are concrete running full width from the Property line along each street and pitched for drainage to the curb. The existing sidewalks are in good condition. To the best of our knowledge these items are in conformity with local fire district and NYC codes.

(d) Utilities

Entering the building below grade from West 79th Street are:

- (i) A 10-inch sanitary house sewer exiting the building connecting to an existing city sewer in West 79th Street.
- (ii) A 6-inch storm house sewer exiting the building, connecting to an existing city storm sewer in West 79th Street.
- (iii) A 6-inch domestic water service entering the building below grade connected to an existing city water main in West 79th Street.
- (iv) A 6-inch fire service entering the building below grade connected to an existing city water main in West 79th Street.
- (v) A 6-inch gas service entering the building below grade from existing gas main in West 79th Street. There are three (3) meters that serve the residential cooking systems and the building heating systems. A gas booster is installed in the gas meter room to serve the domestic water boilers and steam boiler.
- (vi) Electrical service: Consolidated Edison Company of New York (Con Edison), a regulated company, will provide the electric utility service from underground transformer vaults. Each residential apartment will be individually metered by Con Ed direct metering.

The common building areas, including elevators, pumps, house loads and common area power and lighting are metered

separately and charges associated therewith will be paid by the Unit Owners as part of their maintenance fees.

Common Charges. Metering equipment for the common areas is located in the cellar of the building in the main electrical service room.

A summary of the electrical metering is below:

- (i) One (1) Con Ed direct meter for the House Loads (house loads including fire pump)
- (ii) One (1) Con Ed direct meter for the cable television service.

- (iii) Each residential apartment will have a Con Ed direct meter. These are separated into three (3) sets of meter banks, MB-1, MB-2 and MB-3, located in the electrical room in the basement.

Gas:

Residential Units:

The gas service is provided by Consolidated Edison Company of New York, a regulated public utility and part of the common expenses paid by each residential apartment.

Water:

Residential Units:

The building water service is connected to the City of New York public water main. Incoming water is provided by: Two (2) separate water services: One (1) 6-inch service for domestic water and one (1) 6-inch service for fire protection (sprinklers, standpipe). The charges for water service provided to the building (including the Residential Units and in the public areas of the building) are levied on the basis of a master city meter and is a common expense paid by each residential apartment. The domestic distribution piping is insulated as follows: fiber glass insulation ½" for cold water, 1" for hot water and hot water return piping with molded fittings.

Sewer & Storm:

The building sanitary and storm systems are independently connected to City of New York public sewer drainage system through one (1) 10-inch sanitary house sewer and one (1) 6-inch storm sewer in accordance with the New York City Department of Environmental Protection.

These services connect to existing city sewer main in West 79th Street. The charges for sewer service provided to the building (including Residential units and in the public areas of the building) are levied on the basis of a master city meter and borne, upon formalization of the Condominium, by all the Unit Owners as part of the common expenses.

Telephone:

Residential Units:

Telephone service is available to each residential apartment in the Residential Unit through wiring provided by Verizon or Time Warner to a single location within each residential apartment. The service is wired from that location to telephone jacks in various locations throughout each Residential Unit.

Cable Television:

Residential Units:

Verizon FiOS and Time Warner provide television service to the building. The feed for all providers enters the building on the Cellar level and is distributed to communication closets on various floors. Each Residential Unit will be individually billed.

Data Service:

Residential Units:

Data Service is available from Verizon and Time Warner. Wiring designed for data transmission is provided from a central patch panel in the Cellar to a single location within each Residential Unit. Each Residential Unit has distribution wiring from that location to various locations throughout the unit. Distribution for Data Service will come from designated locations within communications closets on selected residential floors.

A NID box will be located in Residential Units, and wiring will be distributed from that location to various locations throughout the Residential Unit.

Each Residential Unit Owner is responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the Residential Unit, and for the cost of operation and service use for their individual Residential Unit.

(e) Sub-soil conditions.

To our knowledge there are no hazardous materials or environmental restrictions present on the property and any associated risks.

The superstructure of the existing building is a concrete floor slab supported on steel beams and girders which are supported by steel columns. Based upon the age and location of the building it is reasonably assumed that the structure is founded on spread footings supported on soil or rock.

No uneven foundation movement has been observed in this building. The buildings existing foundations have not been exposed. There is no evidence of movement or settlement. The existing building foundations show no visual evidence of moisture seepage or ground water infiltration. The site is bounded by paved streets and adjacent buildings; mud slides and erosion possibilities are unlikely.

Foundation walls along 79th Street and West End Avenue were visible. The foundation walls are rubble stone walls with minor brick and CMU infills. No apparent signs of distress were visible and minor signs of moisture were visible.

It is unknown if a sub-grade drainage system is active or if it exists.

- (i) Per FEMA Map and Letter, Map Revised September 5, 2007, Map Number 3604970089F; and FEMA Map and Letter, Map Pending Adoption Preliminary December 5, 2013, Map Number 3604970089G the project is not located in a flood zone.

(f) Landscaping and enclosures.

- (i) Landscaping consisting of pansies, rhododendron, azalea, hosta, morning glory, Japanese sedge, dwarf spruce, boxwood, and Japanese skimpas is located on the roof.
- (ii) Street Trees: (2) on West End Avenue (1) on 79th Street.
- (iii) Fencing (type, location): Horizontal cedar slat and lattice fencing is located on the rooftop terrace. It is self-supporting and it is in good condition the height is 66".
- (iv) Gates (type, location): Cedar and steel gates are located in the fences on the rooftop terrace to gain access to the penthouse terraces and mechanical equipment. They are in good condition.
- (v) Garden walls (type, location): Masonry walls with metal coping. They are in good condition.
- (vi) Display Pools and Fountains: None.

(g) Building size

- (i) Total height (approximate total feet from ground level to highest part of roof): The building is approximately 163 feet high from street level.
- (ii) Crawl spaces (floor to ceiling, height): None.
- (iii) Number of Cellars: (1)
1 Cellar located approximately 16 feet below grade and
- (iv) Number of floors:
There are 16 actual floor levels above grade.

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TABLE OF EQUIVALENCE	
ACTUAL FLOOR	MARKETING FLOOR
L16	PH 1 FLOOR
L15	PH 2 FLOOR
L14	PH 3 FLOOR
L13	14 TH FLOOR
L12	12 TH FLOOR
L11	11 TH FLOOR
L10	10 TH FLOOR
L09	9 TH FLOOR
L08	8 TH FLOOR
L07	7 TH FLOOR
L06	6 TH FLOOR
L05	5 TH FLOOR
L04	4 TH FLOOR
L03	3 RD FLOOR
L02	2 ND FLOOR
L01	GROUND FLOOR
CELLAR	CELLAR

(v) Equipment rooms (location and use):

The Cellar contains mechanical equipment rooms and vertical circulation, bike room, laundry, community/game room and fitness room.

(vi) Parapet (height above roof):

Height from top of roof finish to top of parapet or handrails is minimum 4' above finished roof.

(h) Structural System

(i) General Structural Engineering Description

The superstructure of the existing building is a concrete floor slab supported on steel beams and girders which are supported by steel columns. Based upon the existing building drawings the typical floor construction is 2" wood floor on 4" of cinder fill supported on a 4" concrete cinder slab.

Based upon the age and location of the building it is reasonably assumed that the structure is founded on spread footings supported on soil or rock.

(ii) Building Condition and Repair Recommendation

Any minor deficiencies observed appear to have no significant impact to the overall structural integrity of the building.

The overall condition of the building facades was found satisfactory and the exterior of the building well maintained.

A Seventh Cycle Report was prepared and filed on 02/16/12. The building was initially found to be unsafe and measures were taken to repair the building. From the fall of 2012 to the spring of 2013 the building owners undertook extensive exterior façade maintenance and remediated all conditions outlined in the Seventh Cycle Report. Cycle 8 Report prepared in 2018.

(1) Exterior of building:

(i) Walls:

Facades are solid masonry construction with brick and cast window sills on all building elevations. Terra cotta decorative elements and cornices are included on the West End Avenue and 79th Street facades.

Facades are FISP Cycle 8 SWAMP (Safe with a Repair and Maintenance Program).

A visual inspection only with telephoto lens was performed 01.31.20 and no loose or cracked brick, terra cotta elements, cast sills, and mortar were observed. The facades appear to be in good condition.

Typical exterior walls floors 1st to 16th floors are solid masonry wall constructed of three wythes of brick or two wythes with terra cotta. Original "Category A" units with 1" plaster interior finish without insulation for total wall R value of approximately 2. "Category B" units with gypsum wall board on metal furring and 3-1/2" batt insulation for total wall R value approximately 4.

13" thick solid masonry wall has a 4 hr fire rating.

17th floor Penthouse walls are constructed of 6" masonry unit with 1" of exterior cementitious stucco and 1" interior plaster of gypsum wall board on furring. Total wall R value is approximately 2.6. 8" solid masonry wall has a 2 hr fire rating.

Stair bulkhead wall is solid masonry constructed of two wythes of brick w/ 1" of exterior cementitious stucco and 1" interior plaster finish. Stucco is in good condition.

Elevator Machine room bulkhead is solid masonry wall constructed of two wythes of brick w/ 1" of exterior cementitious stucco. 8" solid masonry wall has a 2 hr fire rating. Stucco is cracking and in poor condition but is not in need of immediate repair and is not a Special Risk.

(ii) Windows:

Punched windows-all replaced with double hung insulated units in 2012.

Windows as designed are fully-operable fitted with limit stops per the NYC Child Fall Prevention Program requirements. The glass is dual-sealed, high- performance insulated glass units. All that were observed are in good condition.

Glazing sealants are high-grade, non-staining silicone. Sealants within the systems are compatible, and adhere to the specified silicone. The perimeter sealant, between window system and adjacent material is high-grade silicone in good condition.

There are lot-line windows on the south façade. Units containing lot-line windows: 8E, 8D, 9E, 9D, 10B, 10C, 11B, 11C, 12B, 12C, 12D, 14B, 14C, PH3B, PH3C, PH2B and PH2C. Lot-line windows replaced in 2012 and these windows are 90 min fire rated glazed with 3/16" ceramic and fire rated glazing tape. Should the need arise, the unit owner will be responsible for alterations to the lot-line windows in order to insure that these lot-line windows are fully protected. The window manufacturer is Optimum Window.

Refer to the Floor Plans in Part II for the exact location of lot line windows and closures.

- (iii) The last Local Law 11 Cycle 8 façade inspection was passed in October 2018.

Window Treatment(s):

Window treatments are in all units by occupant

- (iv) Landmark status:

The building located at 393 West End Avenue is part of the West End-Collegiate Historic District Extension, a historic district designated by the New York City Landmarks Preservation Commission (LPC) in 2013. As a designated building, all proposed changes to the historic building must be reviewed and approved by the LPC. The LPC has regulatory purview over the exterior of the building; all proposed changes to the exterior must either meet the LPC Staff Rules (RCNY) or be approved at public hearing by the Commission.

The building facades will be inspected per NYC Façade Inspection Safety Program applicable cycle (next Cycle 9A closes 2/21/22.). All maintenance and remedial work will be done in compliance with the New York City Building Code.

(2) Parapets and copings:

Typical 17th floor terrace parapets are 12" solid masonry with cast coping and steel balustrade on top. Brick, mortar, coping, head joint sealant, and metal flashing are in good condition. Steel balustrade has rust coming through in some locations.

Parapet at street facades behind cornice are solid masonry with coping covered with membrane roofing and liquid membrane. Brick, mortar, coping, and waterproofing is in good condition.

(3) Chimney and caps:

Boiler flue chimney constructed of solid masonry with aluminum coping. Brick requires pointing as mortar is loose and falling out in some locations. An opening has been sealed with cement parging. Steel ladder to top of chimney is severely rusted but is not in need of immediate repair and is not a Special Risk.

There is a second chimney that abuts the building for the neighbor that has a brick exterior and with a masonry liner and concrete cap. The cap was replaced in the last 5 years and the chimney and cap are in good condition.

Flues and caps are of metal material.

Flues and caps: flues will discharge from the roof. All flues and chimney caps are stainless steel & meet NYC code. Refuse is vented by fan at the roof.

There is no incinerator exhaust. There is (1) trash chute exhaust located near Egress Stair B bulkhead and the elevator head houses.

(4) Balconies and terraces.

(i) Deck finish (material);

Public Terrace on the roof is of concrete pavers and are Residential Common Elements.

Terrace lighting: wall mounted as designed by architect.

Residential (private) terraces are located on the 17th (marketing) penthouse floors and the roof is of 24" x 24" pre-cast pavers are set on pedestals.

(ii) Balustrade (type, material)

Steel pickets on metal coping and brick masonry. The height varies, 3'8" to 5'.

All the terrace doors are aluminum with thermal break and insulating glass. See plans for the location of terrace doors.

(iii) Exterior doors and frames (material, type, lock);

Hollow metal-deadbolt and cylinder locks, Located at stair bulkhead to the 17th floor terrace. See plans for the location.

(5) Exterior entrances

There is a public lobby entrance on West End Avenue that is entered through iron and glass ornate door. There is a small area for waiting visitors. And a concierge desk. The lobby is monitored by a full-time doorman and concierge. Building elevators and mailboxes are accessed through this lobby.

(i) Exterior stairs (material, location); none

(ii) Mail boxes (type, location);

The mailroom is located off the Ground Floor residential lobby.
 US Postal Service approved mailboxes are provided.

(iii) Lighting (type, location);

All common area light fixtures are equipped with LED or fluorescent lamps

(6) Service entrances

There is a service entrance on West 79th Street. The service entrance is located on the western side of the building in the rear courtyard. Access to the courtyard is through a self-locking & self-closing metal gate on 79th street. Access into the building is through a self-closing & self-locking hollow metal door equipped with an emergency push bar on the interior. Access into the common area cellar and elevator landing is through a self-closing hollow metal door.
 This entrance is used for all large deliveries, tenant move-in, and vendor access.

(7) Roof and roof structures. Describe:

(i) Based upon the existing building drawings the typical roof construction is varying depth of cinder fill supported on a 4" concrete cinder slab.

(ii) Main roof at terraces

(a) Roof assembly constructed of membrane roof covered by drainage mat and 2" XPS rigid insulation. .

(b) Total U value .093 (R =10.75). Roofing is in good condition

(c) Surface finish

24" x 24" pre-cast pavers are set on pedestals and shims on top of the rigid insulation.

Cast iron roof drain are set in sumps with liquid membrane flashing and strainer.

(d) Bond or guarantee - current membrane roof is warrantied for Workmanship and Materials with 20-year Premier NDL Limited Warranty and Service Agreement by Kemper Systems (manufacturer). Commencement date of warranty was 07/17/2013, and valid for 20 years through 07/16/2033.

(iii) Type roofs for unoccupied roof:

Membrane roof has minimal ponding and appears to be in good condition. Substrate and insulation are unknown.

(iv) Stair bulkhead roof:

Roofing and framing have been replaced with a standing seam aluminum panels, purlins, copings, and fascia. Substrate and insulation are unknown. The roof is in good condition.

(v) Elevator machine room bulkhead

Roofing is modified bitumen with aluminum drip edge and fascia. Wood frame ventilation cupola has modified bitumen with aluminum siding and fascia.

(vi) Drains:

Location, material, and type

Subcellar: cast iron floor drain
nickel, bronze adjustable top cleanout

Cellar: cast iron floor drain
nickel bronze adjustable tops cleanout
cast iron funnel drain

Roof: galvanized cast iron; roof drains are set in sumps with liquid membrane flashing and strainer

Unoccupied roof There are no roof drains as all rain water is shed to perimeter to gutters. Aluminum gutters and leaders are in good shape. Galvanized steel pipe guardrails are rusting at many weld points.

Stair A/Stair B Bulkhead: In-wall scupper with leader

Bulkhead Roof: cast iron; roof drain with overflow under deck

All other finished areas: cast iron floor drain

(a) Leaders (type, material)

Location, material and type: Multiple roof, terrace and gutter drains are connected to multiple leaders extended from the roof to below grade and collect together and discharge into the street as combined storm/sanitary 10" house sewer. The piping material is cast iron in good condition.

(vii) Skylights: There is a skylights above the stair A bulkhead.

(viii) Bulkheads:

(a) Stairs (material):

Stairs A and B are concrete stairs serving the cellar, first floor, and residential floors from with bulkheads on the roof. Roofing and framing have been replaced with a standing seam aluminum panels, purlins, copings, and fascia. Substrate and insulation are unknown. The roof is in good condition.

(b) Other

There are bulkheads located at the Bulkhead Roof to enclose the Elevator Machine Room and Stair A and B. The walls are a continuation of the concrete and brick. Roofing is modified bitumen with aluminum drip edge and fascia. Wood frame ventilation cupola has modified bitumen with aluminum siding and fascia.

The Bulkhead Roof perimeter has a 42 inch high steel pipe railing.

The original exterior finish is masonry (Brick) and later additions have stucco finish.

(ix) Metal work at roof levels:

There is a metal stair in the bulkhead serving the mechanical equipment on the bulkhead roof.

Water tower steel is rusting in some locations where paint is

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peeling but is not in need of immediate repair and is not a Special Risk.

All dunnage has base liquid flashing and is in good condition.

(a) Vertical ladders:

None

(b) Railings (material):

Steel

Hatches to roof (type, material): None.

(x) Rooftop facilities:

No rooftop antennae, cell phone towers, satellite dishes, lightening Protection:

(8) Fire escapes: None.

(9) Yard and courts

There are basement level courtyards on the south and west side of the building. There is a concrete yard outside the gym that consists of poured concrete and metal drain caps. It is enclosed by portions of concrete walls, abutting building walls, metal fence, and existing structure. The yard wraps around the building and can be accessed through the gym, kid's room, lounge, common egress, and street level.

(10) Interior stairs.

Stairs A(northwest stair) & B(southeast stair), are 2 hour code compliant concrete stairs serving primarily the cellar and the residential floors from 1 to 16th (PH)floor and Stair B goes to the roof. Stair A is separated with 2h hour rated wall and metal door (rated) from the AC equipment room.

The stair walls are masonry finished with plaster and paint, walls separating the stairs from corridor are made of gypsum board and finished with paint. Wall finishes in some areas are in poor condition but are not in need of immediate repair.

The railings are steel with vertical spindles and cap.

Railing's paint in some areas is peeling but is not in need of immediate repair.

(11) Interior doors and frames:

Doors and frames meet applicable fire/safety standards based on manufacturer-provided data.

Residential entrance and interior doors and frames:

Residential entrance door and frame: ¾ hour rated code compliant hollow metal door, hollow metal frame.

Residential Interior door and frame: wood door, metal frame.

Corridor and other area door and frame: hollow metal doors and frames, located at Cellar and Roof mechanical rooms, bicycle storage, storage, refuse, telecom, and utility spaces.

Stair hall doors and frames:

1½ hour code compliant hollow metal door, hollow metal frame.

(12) Elevators. Describe:

There are 3 elevators in the lobby. Elevator 03 is a service car with a 16 passenger 2000 pound maximum load serving floors from the cellar to the roof. Elevators 1 & 2 are 14 passenger cars with a maximum load of 2500 pounds serving from the lobby floor to the 16th (PH) floor. The controls are manufactured by Trico Systems and Thompson Co. The gears are manufactured by ABSEE Elevator Company. Equipment is original and the controllers are appx 20 years old.

Elevators are controlled by a cable and gear system with electric motors. Elevator 01 and 02 have motorized doors, and service elevator has a manual door.

Manufacturer:.. Warranty is expired but elevators appear to be in good condition and are regularly inspected.

There is a lift at the entrance, in order to provide an accessible route to the first floor. The lift is a Savaria 750 lb lift, installed by Day elevator.

(ii) Ceiling/wall and floor (material):

Metal ceiling, LED lighting, wood wall covering and stone floors.

(iii) Lighting:

Residential Units:

LED and a mixture of fluorescent and halogen

Alarm, safety system:

The building is provided with sprinkler alarm and smoke detection system which consists of smoke or heat detectors in cellar and roof mechanical rooms, tamper/water flow switches monitoring the sprinkler system at cellar level, duct smoke detectors and control relays at cellar level, elevator lobby smoke detectors on cellar and 1st floor, one manual pull station and a smoke detector

At top of elevator shaft. The system is provided with central station connection to automatically notify the fire department upon activation.

Residential Units:

There is a distress light and buzzer for each elevator at the central console, and an acknowledge button common to all elevators. One car operating panel at each elevator which includes an alarm button which, when pressed, will ring alarm bells, one located in the hoistway and one located remotely, and will operate distress signals such as a buzzer and indicator in a remote location. There is an elevator annunciator panel in the vicinity of the Ground Floor Residential Lobby entrance. Local smoke/carbon monoxide alarms are provided in some apartments.

(i) Auxiliary facilities:

There is Ground floor Package Storage Room.

(1) Laundry rooms. Describe:

The laundry room is in the basement and contains

(3) electric washing machines and (3) gas powered dryers. It is installed and maintained by an outside service. They are all Maytag commercial machines and are card operated.

All "Category B" residential units have LG washers and dryers located in a closet.

(i) Location and number of rooms:

Residential Units: All Market-Rate "Category B" Units have stacked electric LG washer/dryers.

- (ii) Room ventilation (method and final exhaust): (see mechanical section)

- (iii) Dryer ventilation (method and final exhaust):

Mechanical ventilation and exhaust system is provided to serve the common laundry room in the cellar. Dryers located in the Market-Rate "Category B" residential Units are non-vented.

(2) Refuse disposal. Describe, including:

An extruder compactor is located in the compactor room in the Cellar. Refuse is stored in the trash compactor room. The room is enclosed, temperature controlled and ventilated as required by the NYC Building Code. The garbage here is picked up by the City of New York.

A 24" diameter trash chute runs from the 16th (PH) Floor down to the Cellar. The top of the chute is vented to the exterior at the Roof. Trash chute rooms are located on all floors.

There are recycling bins in the trash rooms on each floor. Recycling is picked up by the building maintenance staff and put out for appropriate collection.

(3) Bicycle Storage.

- (i) Location and number of rooms:

Location: 1 room in basement-30 bikes, (1) area in the outside courtyard-30 bikes and are first come first serve basis. Interior bike racks are located in the locked storage room in the basement accessible by fob system – locking mechanisms are supplied by the user. and are accessed either through the locked gate to the street or from exiting the gym – locking mechanisms are supplied by the user.

- (ii) Bicycle racks, number and type:

There are 30 exterior hanging bicycle racks on the side yard of the building.

- (iii) Storage:

There are 15 metal wire storage cages rented by residents on a monthly basis. The cages are located in the locked storage room accessible by fob system. Locking mechanism supplied by user.

(j) Plumbing and drainage.

The domestic distribution piping is insulated as follows: fiber glass insulation ½" for cold water, 1" for hot water and hot water return piping with molded fittings

(1) Water supply

- (i) The building is provided with two (2) ductile iron metered water mains: One (1) 6-inch for domestic water and one (1) 6-inch for Fire Protection purposes.
- (ii) Potable water is supplied via New York City public water system. The main water shut off is located in the pump room located in the cellar level.
- (iii) The domestic cold water system is provided with two (2) duplex constant pressure booster system for the low zone and high zone to boost the water pressure in order to provide adequate water flow to all floors and supply the fire protection roof tank. Pumps take suction from a 6-inch metered water supply from West 79th Street city water main. Duplex Booster pump set is located at cellar level.
- (iv) The domestic water and the fire services are fitted with NYC DEP approved back flow prevention devices.
- (v) Domestic hot water is generated by two (2) 750 MBH gas fired boilers (Model: NTV750NJX3, Manufacturer: LAARS, Efficiency: 94%) in the cellar level. The boilers are connected to four (4) 119 gallon storage tanks (Model: TVJ-120M, Manufacturer: AO Smith). This system distributes the hot water to two (2) hot water zones.

Hot water is recirculated throughout the building via circulating pumps. A digital temperature control system is provided to control the hot water temperature. The system is in good condition and has approximately 5-10 years of remaining useful life.

(2) Fire protection system.

The Residential Units are not sprinklered and there is a fire standpipe system in accordance with NFPA, the 1968 City of New York Building and Fire Codes.

- (i) Standpipes (material, size, location);

The 6" standpipe riser is located within egress stair well. The riser has a 2½" hose valves with cap and chain on each floor. Material of pipe is schedule 40 steel.. The fire standpipe is supplied from a 10,000 gallon wood gravity tank located at the roof level and accessible by a vertical

gooseneck ladder. The tank appears to be in fair condition and has approximately 5-10 years of remaining useful life.

(iii) Sprinkler heads (type system, location);

Only the Cellar level is protected with a sprinkler system from street pressure. There are 98 sprinkler heads serving this space with a mixture of recessed pendant type and upright type heads being utilized. The temperature ratings for these sprinklers is 165°F.

(iv) Siamese connection (type, location).

The fire department connections are located along West End Avenue provides one (1) for the fire standpipe and one (1) for the sprinkler system in the Cellar level.

(3) Water pressure

The water pressure for the domestic water system is maintained by duplex constant pressure pumping system set to maintain a minimum of 35PSI at the most remote plumbing fixture in each zone.

(4) Sanitary sewage system.

(i) Sewage piping (materials): Cast iron hubless piping.

(ii) Sewage pumps:

There are duplex sewage ejector pumps for the base building to pump all plumbing fixtures and floor drains located below the street sewer. Pumps are duplex, submersible type, with 4" discharge pipes fitted with check and gate valves.

The discharge pipe is connected on the street side of the combined sewer house trap with solder joint copper fittings. The pump appears to be in good condition and has approximately 5 years of remaining useful life.

(iii) Sewage disposal:

The sewer service from the building connects to the city sewer: One (1) 10-inch sanitary sewer service. Service is fitted with a code required house trap. The sanitary sewage system is a gravity type that is connected to the city sewers

(5) Storm drainage system. Describe system, adequacy, method of disposal and materials including:

The storm system drains by gravity to a six (6) inch storm house trap located on the cellar level.

Terraces

Terraces and roofs are pitched to drain to storm leaders.

- (i) Terraces, gutters and roof drains are located at various parts of the building.
- (ii) Piping (materials): metal;

The storm water is drained from the roof and setbacks by means of 3" or 4" roof drains. These drains connect to leaders running through the building and drain at the Cellar level through the storm house trap. Storm drains are located at the main roof and terrace and gutter drains at lower portions of the building.

(k) Heating

(1) Heating:

Capacities of the heating systems for the common areas and Residential Units are sized to maintain a minimum interior temperature of 68 degrees Fahrenheit at an outside air temperature of 11 degrees Fahrenheit or warmer.

Insulation for air distribution ducts:

Fiber glass 1" duct liner with reinforced coating system and R-Value of 4.2.

The building is heated via a single central gas fired boiler located in the basement MER. Steam is distributed to cast iron radiators throughout the building via steel piping risers. The steam system is controlled via a heat timer system.

The heating system is capable of maintaining space temperatures of 68 degrees Fahrenheit when the outdoor temperatures are not less than 11 degrees Fahrenheit.

Number of boilers and description: One (1) gas-fired steam boiler.
Manufacturer and age of boiler(s): Original Boiler, Rockmills, MP200, Serial No. 5856, approximately 200 BHP output was installed in 1972 and modified in 2012. The burner was replaced, as well as flue and lining between 2005 and 2014.

Manufacturer and age of burners: Burner replaced in 2014, manufactured by Industrial Combustion. Burner is in good condition and has approximately 15-20 years of remaining useful life.

Type of controls: Boilers are provided with timer system.

Radiators, piping, insulation, valves, pumps: Steam radiators are located throughout the building.

Fuel type and grade: Natural Gas provided by Con Edison. Location of oil tank, materials, enclosure: Steel fuel oil storage tank has been removed from the cellar.

(2) Type of controls:

Residential Units: 7-day programmable thermostats for the units with VRF heating. All other units are provided with radiators controlled by building timeclock.

(l) Piping

All hot water piping is scheduled in accordance with its size and pressure rating. The hot water piping is schedule 40 with similar valves and fittings. All hot water piping greater than 3" diameter is butt welded with welded flange fittings. Smaller diameter piping is screwed with screwed fittings or shall be copper with brazed connections.

Refrigerant piping for the VRF systems is Type L copper with brazed connections. It is insulated with 2" Armaflex pipe insulation on the roof level and 1" Armaflex pipe insulation within the building.

(m) Air conditioning

Heating and cooling capacities are based on an outside air temperature range from 0 deg. F. to 95 deg. F. while maintaining a 68 deg. F. indoor temperature during the heating season and 76 deg. F indoor temperature during the cooling season.

(1) Type of system: Residential Units:

The market-rate residential units are cooled by VRF systems. Rent-regulated units are cooled with through the window type air conditioning units that are not supplied by the Sponsor. Refer to the paragraphs below for a breakdown of the market-rate apartments and rent-regulated apartments. The VRF systems consist of indoor fan coil units ducted to air outlets in each room and controlled by a remote wall mounted 7-day programmable thermostat. The fan coil units are connected to remote condensing units via insulated refrigerant piping. The condensing units are located on the roof level as well as in the abandoned stairwell on the northwest side of the building.

The market rate units (1B, 1C, 1D, 2A, 2F, 3B, 3C, 3D, 3E, 3H, 4A, 4D, 4E, 4F, 5C, 5E, 5G, 6A, 6B, 6C, 6F, 7A, 7B, 7D, 7E, 7F, 8A, 8C, 8D, 8E, 8F, 9B, 9D, 9E, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 12A, 12B, 12C, 14A, 14B, 14C, 14D, PH3A, PH3B, PH3C, PH2A, PH2B, PH2C, PH2D, PH1A, PH1B, PH1C) and Regulated units (12E, 9F, 8B, 7C, 5B, 2C, 2B, 1A). Have LG condenser units distribution units are located in residents closets and fed through ducts throughout the unit or air handlers – LG condensers are located on the roof and in mechanical closets. Regulated units (PH3, 12D, 11D, 9A, 9C, 6D, 6C, 6E, 5D, 5F, 5A, 4A, 4B, 4C, 4H, 4G, 3A) are heated by the building boiler and cooled by window unit air conditioners. There are appx 38 window units a season.

Unit Owners may only purchase through-window AC units that are standard, residential-use 110V through-window AC units.

Public Areas: The building lobby, and amenities spaces are also provided VRF systems as described above.

Cooling, heating and ventilation of corridors is provided by a roof top packaged air cooled direct expansion unit with gas fired heating coils.

- (2) VRF Condensers: Sixteen (16), Ten (10) ton VRF condensing units located on the roof level. Fourteen (14), Six (6) ton VRF condensing units located in the northwest stairwell. Two (2), Eight (8) ton and One (1), Two (2) ton VRF condensing units located in the Cellar courtyard. All units are manufactured by LG. The condensing units are mounted on neoprene pads to prevent noise transmission to the structure and apartments below. These units appear to be in good condition and have approximately 10 years of remaining useful life.

(n) Ventilation

Residential Units:

Residential Units are ventilated through natural ventilation by means of operable windows. The "Category B" units are also provided with additional ventilation via one (1) 100% outside air rooftop air conditioning unit located at the roof level. The rooftop unit is mounted on neoprene pads to prevent noise transmission to the structure and apartments below. The ductwork installed at the roof level is protected from corrosion with insulation/jacketing. The ventilation air is ducted from two central duct risers to the entry foyer of each unit.

All kitchens in "Category B" units are vented via exhaust fans located at the roof level. All interior bathrooms are vented via exhaust fans located at the roof level. All exterior bathrooms are vented via windows. Washer/dryer units are not vented.

- (i) Bathroom – 50 cfm
- (ii) Kitchen – 50 cfm

Ventilation is provided for the corridors on each floor via one (1) 100% outside air rooftop air conditioning unit located at the roof level. Required ventilation rate is as follows:

- (iii) Residential corridors – 0.5 cfm/SF

The gas meter room is ventilated via a passive vent system in accordance with the local utility company.

The laundry room in the cellar is vented via a dedicated fan located at the roof level.

Ventilation is provided to cellar mechanical equipment rooms, refuse room, laundry room, etc. via local fans located in the cellar.

The side of the elevator shaft is vented as per code.

Ventilation is provided to the cellar amenities via dedicated outside air fan as well as from the central building outdoor air system fed from the previously mentioned 100% outside air rooftop air conditioning unit located at the roof level.

(o) Electrical system

(1) Service from main service switchgear:

Electrical service is supplied by Consolidated Edison Company, Inc. ("Con Ed"), a regulated public utility at 120/208Volts, 3 phase, 4 wire via a 4000A service end box. There are three (3) service switches: one (1) 2000 amp to serve house loads, one (1) 2500A to serve the residential meter banks, and one (1) 60 Amp to serve Time Warner. There is also a fuse cut out for the fire alarm.

Service switchboards contain the required overprotective devices to feed all loads inside the building.

(2) Residential Units:

Service to each Residential Unit is individually direct metered by Con Edison and paid for by the owner of each Unit. Electricity is provided via a dedicated riser to the electrical panel located within the Residential Unit. The cost of the electricity consumed in the residential common areas and central systems serving the Building will be direct metered by Con Edison. The cost of the electricity consumed in the residential common areas (including the electricity required to power the A/C units and any supplemental electric heating elements or heaters located in same) is borne by the Residential Unit Owners as a Residential Common Expense and be allocated to each as noted in the budget.

(3) Service to Residential Unit (risers, etc.)

Each Residential Unit has a single-phase, 208 Volt circuit breaker panel (load center).

Each Residential Unit service is adequately sized to handle all Residential Unit loads. Electric service ranges from 80 Amps to 125 Amps, single phase, 3 wire at 120/208 volts. Panelboards within the Residential Units do not contain main disconnecting devices, the disconnecting devices for the panel is located in the meter bank assemblies on the floors noted above.

(i) Residential Unit:

Capacity provided for each Residential Unit is in accordance with code requirements. Feeder conductor and circuit breaker ratings supplying each residential unit match the service rating. Service will be adequate for modern usage including dishwasher, microwave, refrigerator, washer/dryer and countertop appliances.

(ii) Residential Unit:

Switched lighting fixtures are provided in bathrooms, foyers, walk-in closets, hallways, and kitchens.

(iii) Residential Unit:

Convenience outlets and appliance outlets are provided throughout each Residential Unit. Switched receptacles—are provided in each bedroom and living room in compliance with NYC Electrical Code. Ground fault receptacles are provided in all bathrooms and on top of kitchen counters, where applicable. Waterproof and GFCI receptacles shall be used in all exterior areas. Appliance receptacles will be provided in kitchens and dining rooms. Convenience receptacles will be provided to meet the requirements of the NYC Electrical Code. Arc Fault Circuit Interrupters (AFCI) shall be provided as per latest applicable NEC requirements.

(iv) Residential Unit:

Lighting is furnished to the residential common areas of the building through LED, incandescent or fluorescent commercial grade fixtures. Emergency battery packs are provided in light fixtures and exit signs to provide egress lighting.

(4) Compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards);

Residential Units:

There is no compartment switch gear in this project. The compartment switch board is located in the Main Electrical Room in the Basement.

There are no sectional meter boards in this project. There are no transformers in this project.

(5) Unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers;

Residential Units:

All Residential Unit electrical panels have circuits adequate to power lighting, HVAC units, washer/dryers, modern kitchen appliances and usage (gas range, microwave, refrigerator, dishwasher, toaster, and coffee maker), and convenience outlets.

(6) Adequacy:

(i) Residential Unit:

Service - average number of circuits per Residential Unit and capacity to handle modern appliances - specifically induction cooktops, air conditioners, dishwashers and electric dryers;

Each Residential Unit has a single-phase, 208 Volt circuit breaker panel (load center).

(ii) Lighting and

fixtures

Residential Unit:

Each Residential Unit has ceiling light fixtures in the kitchen, gallery,

foyer, vestibule, library, bathroom, powder room, closet, and washer/dryer closet, and as shown/noted in the architectural plans. The remainder of the Residential Unit lighting is provided by the individual Residential Owner via switched plug, ceiling J-Box, and/or cord outlet.

(iii) Convenience outlets, appliance

outlets. Residential Unit:

General outlets are provided in each room as required by the New York City Electrical Code.

(iv) Materials and wire sizes.

Residential Unit:

Apartment feeders and branch wiring are copper. Sizes of apartment feeders varies depending on the services provided to the apartments. Branch wire sizes vary depending on the load served in each apartment.

(v) Emergency System.

No emergency generator is provided in the building.

(p) Intercommunication and/or door signal systems, security closed circuit TV

Intercommunication:

Residential Unit:

There is no intercom system in place. Residents communicate to the front desk with their phones.

Security:

Residential Unit:

(1) An IP based security camera system is provided. Cameras are located in the building's Lobby Reception Area, back-of-house corridors, elevators, courtyard, . Equipment: 2 DVRs with 3 to 4 weeks of recording memory for the system are located in the Main Telecom Room in the Subcellar. The system has the ability to back-up onto a DVD or flash drive. CCTV cameras are located in the basement, lobby, elevators, and roof.

(2) All exterior service doors have CCTV camera installed and interconnected with the security podium.

(3) Access to building is via key fob.

Lighting is furnished to the public areas of the building through LED or fluorescent commercial grade fixtures.

State manufacturer(s) and model number(s) for all public area lighting:

The manufacturer and model numbers for all the public area lighting are not available. All public area lighting was upgraded to LED and energy efficient fluorescent lamping in 2014.

(q) Garages and parking areas: None

(r) Swimming pool(s): None

(s) Tennis courts, playgrounds and recreation facilities: None

(1) Other recreation facilities:

Residential Units:

The Fitness room is appx 950 sf and has a max occupancy of 20 people .

Fitness equipment is in good condition and includes:

- (3) Star Trac Treadmills with T.V. mounted.
- (2) Star Trac cross trainers with T.V. mounted.
- (1) Star Trac stationary bike and (1) Schwinn stationary bike.
- (1) stair master stair machine.
- (1) kettle bell rack with assorted weights.
- (1) weight rack with assorted weights.
- (1) Star Trac curling machine.
- (1) rowing machine.
- (1) lat weight machine.

The Children's Play Room contains furniture and toys. The kids playroom is appx 360 sf and has a max occupancy of 23 people.

The Lounge contains a microwave, refrigerator, sink and table with stools and assorted chairs. The Lounge room is appx 950 sf and has a max occupancy of 67 people.

Non-Residential Units: None

(t) Permits and certificates

Certificate of Occupancy pending. Temporary Certificate of Occupancy issued 06/26/2020 expires 09/24/2020

Annual Recurring Inspections

- Annual boiler inspection
- Category 1 elevator inspections
- Monthly sprinkler inspections
- Annual sprinkler and standpipe inspections by a licensed contractor in accordance with NFPA-25 code.
- Annual roof tank inspections/ cleaning to be filed with DOH

(u) Violations

10 DOB Violations are listed as “Active” on the NYC Building Information System. All violations are listed below:

1. V 033114EVACT101610 – Elevator Violation; Violation issued to be cured and dismissed by the Hired Maintenance Elevator Company and NYC Dept. of Buildings Violation Division.
2. V 033114EVACT101611 – Elevator Violation; Violation issued to be cured and dismissed by the Hired Maintenance Elevator Company and NYC Dept. of Buildings Violation Division.
3. V 033114EVACT101612 – Elevator Violation; Violation issued to be cured and dismissed by the Hired Maintenance Elevator Company and NYC Dept. of Buildings Violation Division.
4. V 012618ACC102560 – Elevator Violation; Violation issued for Failure to correct defects on 2016 Cat 1 Inspection / Test – Device # 1P16327
5. V 012618ACC102561 – Elevator Violation; Violation issued for Failure to correct defects on 2016 Cat 1 Inspection / Test – Device # 1P16328
6. V 012618ACC102562 – Elevator Violation; Violation issued for Failure to correct defects on 2016 Cat 1 Inspection / Test – Device # 1P16329
7. V 053118FISPNRF01521-FAILURE TO SUBMIT AN EER PER AD. CODE SEC. 28-308.4 MULTIPLE YEARS (2018) Violation issued for failure to submit energy efficiency report
8. V 031619EARCX10021-FAILURE TO SUBMIT AN EER PER AD. CODE SEC. 28-308.4 IN 2016 Violation issued for failure to submit energy efficiency report
9. V 031719EARCX00059-FAILURE TO SUBMIT AN EER PER AD. CODE SEC. 28-308.4 - MULTIPLE YEARS (2017) Violation issued for failure to submit energy efficiency report
10. V 031819EARCX00337-FAILURE TO SUBMIT AN EER PER AD. CODE SEC. 28-308.4 - MULTIPLE YEARS (2018) Violation issued for failure to submit energy efficiency report

All violations shall be closed out by Sponsor on or before the issuance of the final PCO for the Building.

(v) Unit information

Specify the number of units inspected. 5

There are 88 Residential Units.

Specify unit designations for each typical unit or line of units, including the number and type of rooms.

1	Studios
44	1-Bedroom units
18	2-Bedroom units
13	3-Bedroom units
12	4-Bedroom units

(1) Type and grade of finish material in unit:

Residential Units:

Category “A” Units (i.e. Units with unknown finishes and other conditions)

1A, 1B, 1D, 1E, 1F, 2B, 2C, 2D, 2E, 2F, 2G, 3A, 3C, 3D, 3E, 3F, 3G, 3H, 4A, 4B, 4C, 4D, 4F, 4G, 4H, 5A, 5B, 5D, 5F, 5G, 6C, 6D, 6E, 7B, 7C, 8A, 8B, 9A, 9C, 9F, 11D, 12D, 12E, PH3D.

Finishes in Category “A” units are original to the building. Details about fixtures, finishes, and other conditions in the Unit are not available since Sponsor does not have access to the Units, as these Units are occupied and/or (ii) finishes are original to the building.

These Units have not been subject to any renovations and therefore the finishes, fixtures, and other conditions in the Unit are currently being offered as-is.

Sponsor does not have any information regarding the make, model, or age of the finishes and fixtures in the Units. Sponsor reserves the right to make changes in the future, as disclosed in the Plan, in which event the finishes, fixtures, and other details as required by the AG will be provided.

Category “B” Units (i.e. Units with identifiable finishes and other conditions)

1C, 2A, 3B, 4E, 5C, 5E, 6A, 6B, 6F, 7A, 7D, 7E, 7F, 8C, 8D, 8E, 8F, 9B, 9D, 9E, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 12A, 12B, 12C, 14A, 14B, 14C, 14D, PH3A, PH3B, PH3C, PH2A, PH2B, PH2C, PH2D, PH1A, PH1B, PH1C.

Finishes in the Category “B” Units were new as of 2014. The appliances, such as dishwashers and microwaves, have not been shown on the unit floor plans for units (1C, 3B, 5C, 6A, 6B, 6F, 7D, 7E, 7F, 8F, 8C, 9B, 10D, 11C, 12C, 14C, PH3C, PH2A, PH2B, PH2D, PH1B), because the exact location of these appliances could not be verified.

393 West End Avenue
Description of Property and Specifications
CetraRuddy Architecture DPC

1) The following describes the typical finishes in the "Category B" Residential Units:

Space	Floor Finish	Wall & Other Finishes	Ceiling Finish
Living Room/Dining	White Oak	Painted	*Painted
Kitchen	White Oak	Painted & Synthetic Stone backsplash	*Painted
Master Bedroom	White Oak	Painted	*Painted
Master Bath	Ash Gray tile	Polished Bianco Namibia. Cerused oak at vanity.	*Painted
All Other Bedrooms	White Oak	Painted	*Painted
All Other Full Baths	Porcelain Tile	Ceramic Tile & Painted wall	*Painted
Powder Rooms	Tile	mosaic tile	*Painted
Laundry/Utility	Ceramic Tile	Painted	*Painted

* Paint - 2 coats over primer base coat. Finish

** White Oak wood flooring:
Select Grade 3 inch x $\frac{3}{4}$ -inch thickness
Aluminum oxide finish
Plywood underlaymen

2) The following describes the typical fixtures and lighting in the "Category B" Residential Units:

Space	Fixtures	Lighting
Living Room/Dining	N/A	Hooked LED flush mount
Kitchen	KOHLER Sink Signature Faucet Sharp Microwave Bosch Dishwasher Leber fridge and freezer GE/Bertezzone range	Recessed down light
Master Bedroom	N/A	Hot Switches
Master Bath	Signature Faucet Kohler Tub Kohler Toilet Signature Shower Head/Shower Spray Corian Sink	Overhead fixture and vanity lights
All Other Bedrooms	N/A	Hot Switches
All Other Full Baths	Signature Faucet Kohler Tub Kohler Toilet Signature Shower Head/Shower Spray Corian Sink	Overhead fixture and vanity lights
Powder Rooms	Signature Faucet Kohler Toilet Trueform sink/Duravit sink	Overhead fixture and vanity lights
Laundry/Utility	LG Washer and Dryer	N/A

All bathroom fixtures that were new in 2014 and are now in their "as-is" existing condition

(2) Presence, type and condition of kitchen and laundry equipment:

Kitchen and laundry fixtures in “Category B” units were new in 2014 and are now in their “as-is” existing condition.

(i) Kitchen Cabinets –Custom with polished Arctic White Ceasarstone countertop and backsplash.

Appliance	Brand	Model#
Refrigerators	Liebherr 36 inch stainless	M# CS2060
Stove	Rift White Oak	M# unk
Microwave	Liebherr 30” stainless	M# unk
Dishwasher	Bosch	M# SHx53T55UC
Washer	LG	M# unk
Dryer- Ventless	LG	M# unk
Faucet	Hansgrohe	M#071450
Garbage Disposal	N/A	N/A

(ii) Kitchen fixtures in “Category A” units:

Stove: 24” – hotpoint – Model RGA S300DMWW or similar

Fridge: 28” – GE GTS18GTHWW or similar

Dishwasher: 24” – Frigidaire FBD2400KW or similar

(iii) Finish schedule of spaces other than units

Residential Common Areas:

All finishes were new in 2014

Paint - 2 coats over primer base coat.

393 West End Avenue
Description of Property and Specifications
CetraRuddy Architecture DPC

Finish schedule:

ABBREVIATIONS FOR FINISHES

GWB	GYPSUM WALLBOARD
WRWB	WATER RESISTANT GYPSUM WALLBOARD
CMU	CONCRETE BLOCK
P	PAINT
PC	PAINTED CONCRETE
ST	STONE/ TILE
WD	WOOD
CPT	CARPET
TF	TILE
RTF	RUBBER TILE FLOOR
PAV	CONCRETE PAVERS
WC	WALL COVERING
GL	GLASS

Room	Floor	Walls	Ceiling
Laundry	PC	P	P
Trash/Recycling	PC	P	P
All other rooms, corridors, stairs etc.	PC	CMU, GWB,P	P
Ground Floor Residential Lobby	ST	GWB P ST WD	GWB P
Ground Floor Mail Room	ST	GWB P ST	GWBP P
Ground Floor Package Room	ST	GWB P	GWB P
Ground Floor Elevator Lobby	CPT	GWB P STS	GWBP P
Basement Floor Community Room	ST/C PT	GWB WC P	GWB P
Corridor and Elevator Lobby	CPT	GWB WC	GWB P
Roof	PAV	N/A	N/A

(w) Safety and warning devices

Residential Unit Smoke and Carbon Monoxide Detection System:

Each Residential Unit contains a smoke and carbon monoxide detector located in the vicinity of the bedrooms. The detector is wired to a 120-volt local power supply and is self-contained with its own sounding device. There is a central fire alarm within the building that consists of pull stations at the exits as well as flow tamper devices on the fire sprinkler system. The central panel is located in the Cellar with a remote annunciation panel in the management office. The Cellar fire alarm room also contains a control panel for fan shut down which is accomplished via duct mounted smoke detectors and shut down relays

(x) Additional information required

(1) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries.

(2) Area map N/A

(3) Floor plan for each line

Refer to attached unit floor plans.

Basis of Residential Unit measurements utilized within reasonable tolerances:

Residential Unit square footage calculations shown on the plans are based on measurements taken from the outer face of the exterior wall to the centerline of the demising walls between units and exterior face of corridor and common element walls. Columns, mechanical, pipes, chases, chaseways, shafts, shaft-ways and conduits are not deducted from the measurement of each Residential Unit. Terraces belonging to individual Residential Units are measured from the outer face of the exterior wall to the exterior face of the parapet. Interior common areas are measured from the interior face of corridors and stairs and centerline between such spaces, if any of the enclosing walls are exterior walls, then the measurement is taken to the outer face of the exterior wall. For outdoor common areas the measurements are taken from the outer face of the exterior walls to the exterior face of the enclosing parapets.

(4) Floor to ceiling heights of units.

Residential units-8'-6"

Cellar-8'-6"

Main Lobby-12'-5"

Lobby elevator vestibule-7'-7"

(all heights provided by the resident building manager)

Basis of Residential Unit measurements utilized

The ceiling heights are measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling above.

Clearance between the tops of the concrete floor slabs and the undersides of the finished ceilings of the Residential Unit may vary between Residential Units and may not be uniformly consistent from room to room in a single Residential Unit. The variances in clearance may be due to the presence of beams, ducts, and other mechanical systems and may result from construction to accommodate necessary field conditions.

- (5) Approximate total area of each unit within reasonable tolerances.

Refer to attached unit floor plans referencing item (3) above

- (6) Master floor plan

- a. N/A at this time
- b. Further development N/A

Further development. N/A.

Asbestos. Set forth in Part II of the Plan is an opinion letter ("Asbestos Summary") prepared by Lawrence Environmental Group, LLC ("Asbestos Consultant") dated February 4, 2020, which sets forth a current description of the absence, presence, or presumption of asbestos-containing material ("ACM") in the Building and Apartments based on recent testing and samplings conducted in connection with an Asbestos Operations and Maintenance Program Report dated February 2014 and an Asbestos Survey Report dated March 26, 2014 (collectively, "Asbestos Reports"), as well as information based on most recent ACP-5 reports and ACP-21 reports. The Asbestos Reports are annexed to the Asbestos Summary as exhibits. At this time, Sponsor's obligations under Law do not require Sponsor to include the performance of any ACM remediation work. However, should Sponsor encounter any ACM in the course of Sponsor's Work in the future, all such findings of ACM shall be surveyed, removed, encapsulated, or otherwise remediated as required by Law.

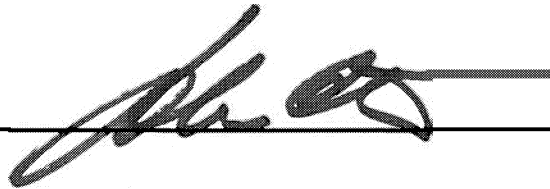
Lead-based paint. Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and materials pertaining to lead-based paint and/or lead-based hazards in the Building. Sponsor will comply with applicable Law concerning the use of lead-based paint. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. In accordance with the terms of the rider annexed to the Purchase Agreement, Purchasers have the right to inspect their Units for the presence of

lead-based paint. While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Building other than those set forth in Part II of the Plan, given the age of the Building, which was initially constructed in 1927, and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor makes no representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense.

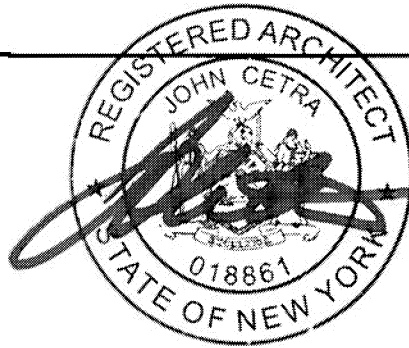
Buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks, especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as an exhibit to this plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint. Purchasers should make reference to the sections entitled "Lead-Based Paint Operations and Maintenance Program" and "Lead-Based Paint Survey" set forth in Part II of the Plan for more details.

393 West End Avenue
Description of Property and Specifications
CetraRuddy Architecture DPC

[Signature]

A handwritten signature in black ink, appearing to read "John Cetra", written over a horizontal line.

[Architect's Seal]



ASBESTOS SUMMARY



February 4, 2020

CS 393 LLC
757 3rd Ave, 17th Floor
New York, NY 10017

Re: Asbestos Sampling Overview - 393 West End Avenue, New York, NY 10024

To Whom It May Concern:

Lawrence Env LLC (LENV) was retained by CS 393 LLC from August 2013 through April 2015 to conduct limited bulk asbestos surveys as part of an on-going design development plan to address renovations that occurred throughout the building. The surveys addressed exterior, common areas and interior apartment components as it related to the scope of work for a building wide apartment and infrastructure upgrade.

CS 393 LLC provided a breakdown of the categories/designations and number of apartments found throughout the building, described below. To locate a specific apartment and determine which category that apartment belongs in, reference should be made to the "Unit Designations Chart" annexed hereto as Exhibit "A."

- Category A:
 - o A1: Occupied – Rent Regulated: 21 Apartments
 - o A2: Vacant – Formerly Rent Regulated: 9 Apartments
- Category B:
 - o B1: Occupied – Market Rate: 46 Apartments
 - o B2: Vacant – Market Rate: 3 Apartments
 - o B3: Occupied – Lifetime: 9 Apartments

Additionally, please find the attached exhibits including the following reports and documentation for the surveys and work performed at the subject building:

- Exhibit "B": Asbestos Operations and Maintenance Program (O & M) Report: Dated February 2014
- Exhibit "C": Asbestos Survey Report: Dated March 26, 2014 for surveys conducted between August 2013 – March 2014



- Exhibit "D": Summary of ACP-5 and ACP-21 Findings
- Exhibit "E": Summary of Certain Positive or Assumed Positive Findings

I. CATEGORY "A" RECOMMENDATIONS

This category pertains to (i) occupied rent regulated apartments (identified as rent regulated, currently occupied apartments which have not been subject to any construction/renovation work since the dates of our initial surveys, to the best of the Sponsor's knowledge) designated on Exhibit "A" as subcategory A1 and (ii) vacant formerly rent regulated apartment (identified as apartments which were previously subject to rent regulation but have since been vacated, and (to the best of sponsor's knowledge) have not been subject to any construction/renovation work since the time of the dates of our initial surveys) designated on Exhibit "A" as subcategory A2.

Based on the significant amount of sampling conducted in other comparable apartments in the building, and the Asbestos O & M report and recommendations which details the assumed and identified asbestos found (pipe insulation within enclosed areas, select floor tiles and mastic, window caulk), and due to the age of the building, LENV recommends that the materials noted above (pipe insulation within enclosed areas, select floor tiles and mastic, window caulk) be assumed positive within each of these apartments, until testing is required based on renovation/demolition plans. Per the Sponsor it is assumed that no work has been performed in these apartments, therefore, a new asbestos survey is not necessary or feasible at this time.

Because of the presumed presence of ACM in these apartments, all recommendations to the building owner regarding the handling of ACM set forth in the O & M Report (including without limitation the "prohibited activities" described in section 4 thereof) continue to apply with respect to these apartments.

Note: LENV was informed that the Sponsor has reserved the right in the offering plan (see Special Risk 15 for more details) to perform improvements or other work in unsold vacant apartments at some point in the future, in which event it is possible that the Sponsor may perform improvements or other work to these apartments, in which case the Sponsor shall survey, remove, encapsulate, or otherwise remediate all findings of asbestos as required by all federal, state and city laws and regulations.

II. CATEGORY "B" RECOMMENDATIONS

This category pertains to (i) occupied recently renovated apartments (identified as apartments that had leases that at one time expired, upon which the Sponsor has performed improvements or other construction to these apartments, which included the conducting of asbestos surveys following all federal, state and city laws and regulations, and thereafter re-leased them to new tenants, including, among other

LawrenceENV

ENVIRONMENTAL CONSULTANTS

tenants, tenants under lifetime leases) designated on Exhibit "A" as subcategories B1 and B3, and (ii) vacant recently renovated apartments (identified as apartments that had leases that at one time expired, upon which the Sponsor has performed improvements or other construction to these apartments, which included the conducting of asbestos surveys, following all federal, state and city laws and regulations, and these apartments currently remain vacant) designated on Exhibit "A" as subcategory B2.

Per the Sponsor the apartments are currently occupied, and it is not feasible to conduct asbestos surveys for materials that have already been surveyed and/or abated and re-built. The summary of asbestos containing materials (ACM) for these apartments are as follows:

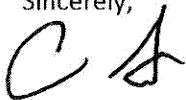
- (i) Based upon the sampling conducted, certain areas were tested and ACM was either not present or was identified and abated and therefore the materials in such areas are negative for ACM. For a description of these areas, reference should be made to of Exhibit "D."
- (ii) Based upon the sampling conducted, certain other areas were tested and ACM was identified but was deemed not going to be impacted by the subject demolition work and not deemed damaged upon identification, and therefore was not abated. For Apartments that are similar to these but which have not been tested, the same areas should be assumed positive for ACM. For a description of these areas, reference should be made to Exhibit "E."
- (iii) All remaining areas were not tested and therefore, based on testing conducted in other areas of the Building and due to the age of the building, all materials in all such remaining areas should be assumed positive.

With respect to (ii) and (iii) above, all recommendations to the building owner regarding the handling of ACM set forth in the O & M Report (including without limitation the "prohibited activities" described in section 4 thereof) continue to apply with respect to these areas.

Note: The Sponsor has informed LENV that one or more of these apartments are subject to leases that may expire, in which event it is possible that the Sponsor may perform improvements or other work to these apartments pursuant to Sponsor's aforementioned reservation of rights, in which case the Sponsor shall survey, remove, encapsulate, or otherwise remediate all findings of asbestos as required by all federal, state and city laws and regulations.

If you have any questions or any further information is required, please let us know.

Sincerely,



Chris Smith
President



EXHIBIT "A"

UNIT DESIGNATIONS CHART

Category A - Not Renovated		Count
A1	Rent Regulated - Occupied	21
A2	Formerly Rent Regulated - Vacant	9
Category B - Renovated		
B1	Market Rate - Occupied	46
B2	Market Rate - Vacant	3
B3	Lifetime - Occupied	9
Total		88

Unit	Rent Type	Category
1A	Lifetime	B3
1B	Market	B2
1C	Market	B1
1D	Market	A2
1E	Controlled	A1
1F	Controlled	A1
2A	Market	B1
2B	Stabilized	A1
2C	Lifetime	B3
2D	Stabilized	A1
2E	Stabilized	A1
2F	Market	A2
2G	Stabilized	A1
3A	Stabilized	A1
3B	Market	B2
3C	Market	B1
3D	Market	A2
3E	Market	A2
3F	Stabilized	A1
3G	Controlled	A1
3H	Market	B1
4A	Market	B1
4B	Stabilized	A1
4C	Stabilized	A1
4D	Market	A2
4E	Market	B1
4F	Market	B1
4G	Controlled	A1
4H	Lifetime	B3
5A	Stabilized	A1
5B	Lifetime	B3
5C	Market	B1
5D	Controlled	A1
5E	Market	B1
5F	Lifetime	B3
5G	Market	A2

Category
A1
1E
1F
2B
2D
2E
2G
3A
3F
3G
4B
4C
4G
5A
5D
6D
6E
9A
9C
11D
12D
PH3D
A2
1D
2F
3D
3E
4D
5G
6C
7B
8A
B1
1C
2A
3C

6A	Market	B1	3H
6B	Market	B1	4A
6C	Market	A2	4E
6D	Stabilized	A1	4F
6E	Stabilized	A1	5C
6F	Market	B1	5E
7A	Market	B1	6A
7B	Market	A2	6B
7C	Lifetime	B3	6F
7D	Market	B1	7A
7E	Market	B1	7D
7F	Market	B1	7E
8A	Market	A2	7F
8B	Lifetime	B3	8C
8C	Market	B1	8D
8D	Market	B1	8E
8E	Market	B1	8F
8F	Market	B1	9B
9A	Controlled	A1	9D
9B	Market	B1	10A
9C	Controlled	A1	10B
9D	Market	B1	10C
9E	Market	B2	10D
9F	Lifetime	B3	11A
10A	Market	B1	11B
10B	Market	B1	11C
10C	Market	B1	14A
10D	Market	B1	14B
11A	Market	B1	14C
11B	Market	B1	14D
11C	Market	B1	PH1A
11D	Stabilized	A1	PH1B
12A	Market	B1	PH1C
12B	Market	B1	PH2A
12C	Market	B1	PH2B
12D	Stabilized	A1	PH2C
12E	Lifetime	B3	PH2D
14A	Market	B1	PH3A
14B	Market	B1	PH3B
14C	Market	B1	PH3C
14D	Market	B1	12A
PH3A	Market	B1	12B
PH3B	Market	B1	12C
PH3C	Market	B1	B2
PH3D	Stabilized	A1	1B
PH2A	Market	B1	3B
PH2B	Market	B1	9E

PH2C	Market	B1	B3
PH2D	Market	B1	1A
PH1A	Market	B1	2C
PH1B	Market	B1	4H
PH1C	Market	B1	5B
			5F
			7C
			8B
			9F
			12E
			Grand Total



EXHIBIT "B"

ASBESTOS OPERATIONS AND MAINTENANCE
PROGRAM (O & M) REPORT (FEBRUARY 2014)

CS 393, LLC
393 West End Avenue
New York, NY 10023

Asbestos
Operations and
Maintenance
Program

Prepared by:
Lawrence Environmental Group, LLC
NYSDOL #05-0243
Management Planner:
Gerard L. Baril, CIH
NYSDOL # 88-4252

February 2014

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PREFACE

CSC 393, LLC has implemented an Asbestos Operations and Maintenance Program (O & M) to ensure the safety of building employees who may work in the vicinity of asbestos-containing materials (ACM) as part of their job duties and to minimize the exposure of building occupants, maintenance and custodial personnel to airborne asbestos fibers.

The O & M Program was created by Lawrence Environmental Group (LEG), LLC in an effort to control, limit and monitor exposures to airborne asbestos fibers. LEG is licensed by the New York State Department of labor to function as an asbestos consultant firm. The O & M program was developed by a New York State Department of Labor licensed Management Planner employed by LEG.

This O & M Program is based upon a non-destructive asbestos survey and only addresses accessible common spaces within the subject property.

The definitions and descriptions of terms used in this document (e.g. Class I work) are located in the glossary section of this document.

Note: *This manual is to be used only as a guide toward compliance with appropriate Federal, State, or City safety and health codes, rules, regulations, or standards. Nothing herein is to be regarded as indicating approval or disapproval of any action that may violate any Federal, State, or City codes, rules, regulations, or standards. Nothing herein is to be regarded as indicating approval or disapproval of any specific practice, service, or product. This manual is not intended to replace other **CS 393, LLC's** policies nor the relevant EPA, OSHA, ANSI, ASTM International, Federal, State, City, or other codes, rules, regulations or standards. The developer of this policy does not warrant that it includes information as to all safety and health conditions that may be present on the worksite nor does the developer guarantee compliance with this policy or relevant standards by the employer or employees who use it as a guide. It is the responsibility of **CS 393, LLC's** management and each employee to ensure compliance with this policy and all appropriate Federal, State, or City safety and health codes, rules, regulations, or standards.*

1.0 Program Purpose

1.1 Objective

The principal objective of the Asbestos Operations and Maintenance (O&M) Program is to minimize the exposure of building occupants, maintenance, and custodial personnel to airborne asbestos fibers by:

1. The survey, inventory, and periodic reassessment of all suspect and known asbestos-containing materials (ACM). The purpose of the reassessment is to monitor the condition of ACM to ensure that ACM is maintained in an undamaged (non-hazardous) condition.
2. Ensuring that asbestos fibers that have been previously released are properly cleaned-up.
3. Training individuals who may encounter ACM during their normal work activities.
4. Implementing work practices and procedures that will allow renovation, construction or emergency maintenance to be performed safely without exposing employees, building occupants, or members of the public to airborne asbestos fibers.

This program has been designed to comply with applicable city, state and federal regulations pertaining to asbestos. This program shall remain in force until all ACM has been removed from the property.

1.2 Participants

The Property Manager of CS 393, LLC administers the Asbestos O&M Program. The property manager will coordinate sampling and testing of suspect ACM, maintain all asbestos-related records, manage asbestos removal operations,

periodically reassess suspect and known ACM, and review proposed work. Other key participants include: maintenance and custodial personnel, and outside contractors involved with building maintenance, repair, renovation and/or demolition.

1.3 Administration

The O&M program will be administered by the Property Manager. The environmental consultant firm will function as advisor to the Property Manager.

Asbestos abatement or repair projects that become necessary as a result of changing material conditions identified during the periodic reinspections shall be prioritized for remediation by the environmental consultant's management planner. A copy of this evaluation shall be provided to CS 393, LLC and incorporated into the O&M program.

1.4 Recordkeeping

All records mentioned in this O & M Program shall be retained as required by the regulations and as necessary to maintain an effective program. These records shall be kept in an accessible area within the building by the Property Manager and are to include:

- The written O & M plan itself, including all revisions, changes and modifications;
- Building plans and drawings, with areas of known ACM clearly identified;
- Building sampling and survey records, and records of all re-inspections;
- All asbestos project (abatement, repair, encapsulation or enclosure) records including, as appropriate, survey records, project design or abatement specifications, air sampling data, daily project monitor logs, sign-in logs, waste disposal manifests, and invoices. The building area affected and material removed shall be clearly identified on the building drawings;

- Attendance records at all awareness and training programs;
- Air sampling data;
- Correspondence; and
- A copy of current state and federal regulations.

Records will be maintained and will be available for inspection at the office of the property manager.

2.0 Regulatory Requirements

All work shall be performed in strict accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos.

The most recent editions of any relevant regulation, standard, document, or code shall be in effect. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall apply.

Such documents include, but are not limited to, the following:

- U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), Asbestos Construction Standard (29 CFR 1926.1101).
- New York State Department of Labor Industrial Code Rule 56, Asbestos.
- New York City Department of Environmental Protection, Asbestos Control Program Asbestos Rules and Regulations, Title 15, Chapter 1 of the Rules of the City of New York.
- U.S. Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP) Asbestos Regulation (40 CFR61, Subpart M).
- U.S. Environmental Protection Agency (EPA) Asbestos-Containing Materials in Schools (40 CFR 763, Subpart E).

3.0 Program Elements

3.1 Employee Education and Training

Building personnel will receive training sufficient to comply with the requirements of the OSHA Asbestos Construction Standard, 29 CFR 1926.1101. As a minimum, custodial and maintenance staff will receive asbestos awareness training for Class IV asbestos workers.

For the purpose of this training program, building personnel will receive Class IV asbestos worker training. Actual Asbestos Class IV work shall be performed by outsourced and licensed abatement contractors hired by the property manager.

3.1.1 Porters and Maintenance Staff

Porters and maintenance staff will not perform any Class I, II, or III asbestos work. However, as they may encounter ACM, they will receive Asbestos Awareness training. This training does not permit these individuals to participate in any asbestos cleanup or removal work.

3.1.2 Plumbers and Handymen

Plumbers and handymen will not perform asbestos abatement work of any type or scale. However, as they may encounter ACM on the premises, they will receive Asbestos Awareness training. This training does not permit these individuals to participate in any asbestos cleanup or removal work.

As a function of performing their duties, plumbers and handymen may incidentally disturb asbestos. Therefore, CS 393 LLC and the property manager will ensure that the following conditions are followed:

- ▶ Prior to performing any work in the vicinity of plumbing and mechanical systems, the property manager will hire EPA/NYSDOL licensed firms to conduct asbestos sampling in prospective work areas to ensure that suspect material that may be impacted is free of asbestos.
- ▶ Utilize outside plumbing and mechanical contractors that have received EPA/NYSDOL 16 hour Restricted Asbestos Handler I asbestos training for Allied Trades Personnel.

Alternatively, CS 393 LLC may arrange for remediation (in compliance with all applicable regulatory requirements) of identified asbestos hazards, prior to the performing of plumbing work. In this case, asbestos trained plumbers will not be required and in-house personnel may perform the work.

3.2 Environmental Consultants

CS 393, LLC will utilize EPA/NYSDOL licensed firms to conduct all asbestos testing and to provide consultation services.

Environmental consultants that conduct asbestos inspections, develop asbestos response actions, monitor asbestos repair or remediation projects, and develop asbestos remediation work plans shall meet the appropriate minimum qualifications for Inspector, Management Planner, Project Designer or Project Monitor as required by the NYSDOL for the particular asbestos-related task.

In addition to an EPA/NYSDOL certificate, only NYCDEP certified investigators will be utilized to perform inspections and collect bulk samples.

3.3 Remediation Contractors

Asbestos remediation/abatement contractors who perform any work within the building will report to the Property Manager. All asbestos projects (as defined by NYSDOL) or Class I, II or III activities as defined by the Occupational Safety and

Health Administration (OSHA) will be performed by abatement contractors who are licensed and have met EPA/NYSDOL training requirements. All asbestos abatement workers will be required to have Asbestos Handler certificates issued by the NYSDOL and NYCDEP.

For all asbestos abatement projects, the abatement contractor shall provide a Competent Person per the requirements of 29 CFR 1926.1101. The competent person shall have as a minimum a Site Supervisor's license as required by NYSDOL.

All subcontractors that perform work that may have incidental exposure to ACM, because of their trade, shall meet Restricted Asbestos Handler (Allied Trades) per EPA/NYSDOL/NYCDEP training requirements. It is the responsibility of the General Contractor to ensure that all trades' people have asbestos training appropriate to the work they will be performing.

The Property Manager shall provide contractors with a copy of the asbestos inspection report *specific to their work and the materials that are to be disturbed*. Contractors employed by CS 393, LLC shall be informed by the Property Manager of the location of suspect and known ACM in the work area to which they are assigned. Prospective work areas will be jointly be viewed and reviewed with the environmental consultant, the abatement contractor and the property manager, Contractors shall, under no circumstances, damage or disturb suspect or known ACM until the appropriate waiting period has elapsed, based upon approval of the abatement project's filing with NYSDOL and NYCDEP.

The Property Manager shall caution contractors that they shall not proceed with any change in work that requires that a material be disturbed that has not been previously been tested. If a change in the scope of work becomes necessary, the Property Manager shall review the work for the potential to disturb ACM.

Contractors that encounter unidentified suspect ACM will stop work and notify the Property Manager of the situation. Asbestos inspection reports will be reviewed and if necessary, an assessment or survey will be conducted before work is permitted to resume.

All Contractors shall abide by any additional requirements detailed in the OSHA Asbestos standard, NYSDOL Code Rule 56 and NYCDEP Title15, Chapter 1.

Installing asbestos containing materials as part of any new construction or renovation is prohibited.

3.4 Surveys, Inspections, and Hazard Assessments

3.4.1 General

The property manager will secure the services of an EPA/NYSDOL licensed environmental consulting firm using licensed asbestos inspectors to sample suspect ACM that may or will be damaged or disturbed by the proposed work. The inspection company shall prepare an inspection report. The report shall include an assessment of damaged or deteriorated ACM in the work area as well as ACM in other building areas that may be damaged or disturbed by the proposed work. The inspection company shall be provided access to records and sampling data for the building.

Hazard assessments and building inspections for the presence of asbestos shall be performed in accordance with the EPA publication *Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials* and NYSDOL Code Rule 56.

3.4.2 Asbestos Condition and Classification

The condition of ACM and presumed ACM has been assessed to the degree possible by the management plan. The known locations, assessment, potential for damage and areas of enclosed and presumed suspect materials along with

the recommended response actions are provided in *Appendix B* on the Assessment & Recommendation Chart within this O&M plan.

3.4.3 Periodic Surveillance Reassessment of ACM and Suspect ACM

Periodic surveillance will be done every six months. The Property Manager will be responsible for ensuring that this surveillance is performed by properly trained personnel. Any change in material condition shall be noted during this inspection and, if necessary, the relative hazard posed to building occupants by this material shall be assessed. If necessary, material repairs and/or minor abatement shall be performed at the first available opportunity to reduce or eliminate the hazard to building occupants.

In order to update the O & M program, an asbestos reinspection will be conducted at the property at least every three years by an EPA/NYSDOL licensed firm. The Property Manager will be responsible for ensuring that this reinspection is performed in a timely (above stated triennial) manner. The Inspector shall, where possible, utilize the results from previous samples secured within the building area to make a determination of ACM or non-ACM. The inspector shall modify building records to clearly delineate sample locations and the homogenous area identified.

The information gathered during the triennial reinspection of the building will be used to develop a prioritized list of suspect ACM that is damaged or deteriorated. Suspect ACM from this list will be sampled and analyzed in the order of assigned priority to determine actual asbestos content so that an appropriate response can be determined.

The Property Manager shall maintain a complete record of building inspections. These records will be maintained with the O&M program.

3.5 Asbestos Remediation Projects

All phases of asbestos remediation projects will be conducted in accordance with all federal, state and local requirements.

3.5.1 Large Projects

A 10-day notice and a project permit fee must be submitted to the Asbestos Control Bureau of the NYSDOL's Division of Safety and Health and Federal EPA for all asbestos projects involving more than 260 linear or 160 square feet of friable ACM. Notice must be provided to Federal EPA for building demolitions, ***even if*** no friable asbestos will be impacted by the work.

A 7-day notice (*ACP-7*), with permit fee, must be submitted to the New York City Department of Buildings.

Notification of less than 10 days may be allowed in case of an emergency involving protection of life, health or property. This includes, but is not limited to: leaking or ruptured pipes; asbestos that has been accidentally damaged or that has fallen that could expose non-asbestos workers or the public; unplanned mechanical outages; or, repairs essential to a work process that require asbestos removal and that could only be removed safely during the mechanical outage. The NYSDOL Asbestos Control Bureau Program manager must be contacted by telephone or in person to request permission to proceed with the emergency asbestos project. If permission is granted, the written notification must be filed within 2 working days.

3.5.2 Small Asbestos Projects

A 7-day notice (*ACP-7*), with permit fee, must be submitted to the New York City Department of Buildings. No filing with the EPA or the NYSDOL is required for small projects.

3.6 Project Notifications

3.6.1 Building Occupants

- A. Occupants of buildings will be made aware of the existence of the Asbestos Operations & Maintenance Program and will be provided access to this document upon request. Furthermore, occupants will be informed that ACM may be present in their building and will be cautioned that ACM is not to be damaged or disturbed, except under controlled conditions by trained/licensed personnel. Occupants may review asbestos-related building survey records by contacting the Property Manager.
- B. Prior to the start of asbestos abatement projects, additional information will be provided to building occupants and tenants that will explain the work that is to be performed and the measures that are being utilized to protect them. This information will be made available either at tenant meetings or by letter, the use of media resources, or a combination of the above.
- C. Building occupants will be notified at least 10 days prior to the commencement of asbestos abatement activity.
- D. The Property Manager will disseminate information related to any size proposed asbestos abatement project to building occupants, tenants, and lessees.

3.6.2 Maintenance and Handymen

Preventative maintenance personnel and custodial supervisors will be informed of the location of all suspect and known ACM in the building in which they work. The Property Manager will provide this information.

3.6.3 Signage

A. Signs and Labeling of ACM

A labeling program will be implemented to identify friable ACM in the building. The number and location of these signs or labels shall be sufficient to clearly identify ACM in routine maintenance areas. Labels shall be used in accordance with the requirements of 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard, and shall contain the following information:

DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST CANCER AND LUNG DISEASE HAZARD

Non-asbestos thermal system insulation (TSI) installed in areas with existing ACM TSI shall be labeled as either "Asbestos Free" or "Non-asbestos" by the installer.

Signs or labels will not be required for some types of ACM. These types include: asbestos-containing floor tile and linoleum, asbestos-cement ceiling tile and ductwork, and other types of non-friable ACM maintained in good condition and repair.

The provisions of this section do not apply to ACM that has been modified by a bonding agent, coating, binder or other material, provided that it can be demonstrated that during any reasonably foreseeable use, handling or storage, no airborne asbestos fiber concentrations will be generated in excess of the action level and/or excursion limit.

Reasonable precautions shall be taken to ensure that labels remain visible. During painting or other operations where labels will be hidden or covered, existing labels shall either be removed and new labels affixed after painting, or existing labels shall be otherwise protected.

B. Contaminated Building Areas

Signs conforming to the current OSHA standards shall be posted restricting access to building areas that are contaminated with ACM debris where it has been demonstrated, or can reasonably be expected, that airborne asbestos fiber concentrations exceed the OSHA Permissible Exposure Limit (e.g. regulated area). Signs shall read:

DANGER ASBESTOS MAY CAUSE CANCER CAUSES DAMAGE TO LUNGS AUTHORIZED PERSONNEL ONLY WEAR RESPIRATORY PROTECTION AND PROTECTIVE CLOTHING IN THIS AREA
--

Signs shall be posted restricting access to building areas that are contaminated with ACM debris where airborne asbestos fiber concentrations do **not** exceed the PEL. Signs shall read:

WARNING AREA CONTAMINATED WITH ASBESTOS DEBRIS AVOID CREATING DUST AUTHORIZED PERSONNEL ONLY CONTACT SENIOR PROPERTY MANAGER FOR ACCESS

Access to contaminated building areas may be restricted by limiting the availability of keys to these areas to personnel with appropriate asbestos-related training, who will enter only under the supervision and/or direction of property management personnel.

3.7 Exposure Monitoring

3.7.1 Personal Air Samples for Contractors

Abatement contractors shall be responsible for securing air samples for their own personnel to meet the OSHA requirements. A copy of all asbestos air sampling data shall be provided to the property manager. These samples shall be used to ensure that the permissible eight (8) hour time weighted average (TWA) exposure and the excursion limits established by OSHA are not exceeded. Historic sampling data may only be used if previous samples were taken during an asbestos project involving similar material types under similar material and environmental conditions. Sampling methodology and analysis shall conform to the OSHA, NIOSH (National Institutes for Occupational Safety and Health), and NYSDOH (New York State Department of Health) requirements.

3.7.2 Area Monitoring during Asbestos Remediation Projects

A. General

CS 393, LLC's environmental consultant shall secure pre-abatement (i.e. background) air samples before the start of each asbestos remediation project, if necessary, and shall secure air samples outside of the work area during the project. The project monitor will perform a final visual inspection and will secure final clearance air samples using aggressive air sampling techniques (if required) as outlined in NYSDOL Code Rule 56.

The work area will be considered safe for re-occupancy if all final clearance air samples are less than 0.01 fibers per cubic centimeter (f/cc) of air sampled as determined by Phase Contrast Microscopy (PCM). CS 393LLC may, at its option, require Transmission Electron Microscopy (TEM) methodology to analyze final clearance air samples.

B. Project Monitor

The Property Manager will shall secure the services of a licensed Project Monitor in accordance with the requirements of NYSDOL Code Rule 56. The duties and function of the project monitor will include, but are not limited to, observing and monitoring the activities of an asbestos abatement contractor on asbestos projects to determine that proper work practices are used and compliance with all federal, state and local laws and regulations is maintained. The licensed project monitor will collect, at a minimum, environmental air samples during the asbestos project, perform visual inspections of the work area, and perform final visual inspections and aggressive final clearance air sampling. The number of air samples and sampling methodology shall conform to current state requirements.

The project monitor shall be on-site during all asbestos-related work activities. A complete summary of the duties and responsibilities of the project monitor may be found in NYSDOL Code Rule 56.

3.7.3 Monitoring of Airborne Asbestos Fiber Concentrations in Buildings

The asbestos project monitor will make available to CS 393LLC documentation of the background airborne asbestos fiber levels in buildings. The property manager will secure, if necessary, air samples to document the ambient exposure levels or may, if available, utilize existing records for this purpose.

3.8 Medical Surveillance

Custodial personnel will not be performing any work involving asbestos and therefore will not be included in a medical surveillance program.

4.0 Standard Work Practices and Procedures

4.1 Work Procedures for Maintenance and Custodial Personnel

Building personnel are to manage asbestos-containing building materials *in place*, if they are not damaged or likely to release fibers into the air. If any building material is damaged, resulting in a fiber release and/or emergency conditions requiring cleanup, the Property Manager shall be notified immediately to ensure that proper controls and cleanup procedures are implemented, as soon as possible. Any work to be completed within ACM work areas that involves identification of the ACM and implementation of appropriate procedures to prevent their disturbance, will be performed by EPA/NYSDOL/NYCDEP licensed asbestos contractors. The Property Manager shall be notified of any potential activity which may disturb ACM.

4.2 Prohibited Activities

Certain activities should never be conducted on materials containing asbestos. In general, the following activities are prohibited:

- Drilling holes or cutting into ACM;
- Hanging plants or pictures from structures covered with ACM;
- Sanding of ACM;
- Damaging structural ACM;
- Installing drapes, curtains, or dividers that might damage ACM;
- Removing ceiling tiles below damaged ACM without wearing personal protective equipment, clearing the area of occupants, and observing asbestos removal and disposal procedures;
- Using compressed air or dry sweeping to clean ACM contaminated surfaces;

- Stripping wax from floors with pads using speeds shall be performed with high abrasion pads, dry methodology, and in excess of 300 RPM; (low abrasion pads, wet methods, and speeds lower than 300 rpm must be employed).
- Buffing ACM floor tile which has an inadequate amount of finish or wax, which might allow the pad to contact the tile floor.

4.3 Fiber Release Episode Procedures

4.3.1 Initial Actions

A fiber release episode is “any uncontrolled or unintentional disturbance of ACM, resulting in a visible emission” that “involves the falling or dislodging of friable ACM”. Building personnel are not trained or authorized to perform asbestos clean-up. If maintenance and custodial personnel witness a potential fiber release episode (e.g., a plumber sawing into steam pipe insulation), the activity causing the release must be terminated, the area should be evacuated and isolated, ventilation systems and fans turn-off, and the Property Manager must be contacted. The property manager will mark the immediate area of the release *off limits* with barrier tape and keep unauthorized individuals away from the disturbed potential asbestos-containing material (ACM). The Property Manager will arrange an inspection, so as to assure that all applicable regulations will be complied with during subsequent actions.

4.3.2. Response Actions

Response actions including removal, encapsulation, enclosure, or repair, other than small-scale, short-duration repairs, shall be designed and conducted by licensed asbestos contractors. The type of response action will be determined by the Property Manager and the environmental consultant. The Property Manager will coordinate all required notifications to regulatory agencies with the abatement contractor.

Abatement and encapsulation management options of any ACM, will be made based upon risk of exposure, accessibility, condition of ACM and cost effectiveness. The decision will be made by the Property Manager in concert with the environmental consultant. All ACM abatement and encapsulation will be conducted by a licensed abatement firm, monitored by an asbestos environmental consultant.

Appendix A

Glossary

GLOSSARY

Abatement - Work that involves the physical removal of asbestos. Work must be performed by trained personnel under the supervision of a competent person as defined by the Occupational Safety & Health Administration (OSHA).

Aggressive Final Clearance Air Sampling - The act of aggressively agitating the air in an asbestos removal area using fans and/or a leaf blower while final clearance air samples are being taken.

Amended Water - Water to which soap or other surfactant has been added to increase the ability of the liquid to penetrate asbestos.

Asbestos – A naturally occurring mineral that is mined throughout the world in countries such as the United States, Canada, South Africa and Australia. The most common types of Asbestos (chrysotile, amosite and crocidolite) are removed from the ground and then processed for automobile brakes, floor tiles, pipe and duct insulation, decorative plasters, spray-on fire proofing and a wide range of other products. It is this process, not the mineral itself that makes asbestos a hazard to our health and the environment.

Asbestos Containing Material (ACM) – Any material that contains greater than 1% asbestos.

Asbestos Project – An activity involving job set-up for containment, removal, enclosure, encasement, renovation, repair, demolition, construction or alteration of an asbestos-containing material.

CFR – Code of Federal Regulations

Class I Asbestos Work – Work activities, usually performed by an outside contractor that involves the removal of boiler, pipe and duct insulation and surfacing material such as spray-on fire proofing. Class I work involves the assistance of an outside contractor, specifically trained and licensed to perform such work

Class II Asbestos Work – Work activities that involve the removal of other than boiler, pipe and duct insulation or surfacing material such as spray-on fire proofing. Class II work most often involves the assistance of an outside contractor, specifically trained and licensed to perform such work

Class III Asbestos Work – Repair and Maintenance Operations can be performed by appropriately trained personnel or by a trained and licensed outside contractor. Class III work most often means repair of damaged asbestos utilizing an enclosure or encapsulation.

Class IV Asbestos Work – Work that involves the maintenance and custodial activities during which employees contact but do not disturb asbestos containing materials or “presumed” asbestos containing materials. It may involve the clean up of mechanical or storage areas, including dusts, waste and debris in those areas where asbestos is, was or may be present.

Competent Person – a person who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective action to eliminate or mitigate the hazard.

Control Measure – A measure used to control the generation of airborne asbestos fibers until a permanent solution can be implemented. These measures include encapsulation, repair, encasement and enclosure.

Delamination – Physical separation of one layer from another.

Demolition – the wrecking or removal of any load-supporting structural member and any related razing, removal or stripping of asbestos containing or presumed asbestos containing materials.

Disturbance – activities that disrupt asbestos or asbestos containing materials or that generate visible debris. It includes but is not limited to; cutting, kicking, striking or otherwise breaking or damaging asbestos or presumed asbestos containing materials.

Encapsulation – An asbestos-containing material coated with a penetrating or bridging sealant to prevent release of asbestos fibers into the air.

Enclosure – Asbestos-containing material physically separated from the building environment by means of erecting permanent airtight barriers.

EPA – United States Environmental Protection Agency.

Fiber Release Episode – The unintentional disturbance of ACM resulting either from accidental contact or other factors, such as pipe leaks or roof leaks, where the ACM has been physically

dislodged and the potential for asbestos fibers to have become airborne as a result of this disturbance is high.

Friable – Material that contains more than 1% asbestos that can crumbled or reduced to powder by hand and finger pressure.

HEPA (High Efficiency Particulate Air) – a filter, normally found inside a respirator, HEPA vacuum, negative pressure machine or other type of filtering system that traps or retains 99.97% of all particles that are 0.3 micrometers or greater in diameter.

HUD – United States Department of Housing and Urban Development

NIOSH – National Institutes for Occupational Safety and Health

NYCDEP – New York City Department of Environmental Protection

NYCDOHMH – New York City Department of health and Mental Hygiene

NYSDOH – New York State Department of Health

NYSDOL – New York State Department of Labor

OSHA – Occupational Safety and Health Administration.

Presumed Asbestos Containing Material (PACM) – Thermal system insulation such as boiler, duct and pipe covering and surfacing material found in buildings that were constructed before 1980 that has not been tested to confirm whether or not it contains asbestos. Until proven by air or bulk sample analysis as being non-asbestos, any material not yet tested is considered to be presumed asbestos containing material.

Regulated Area – an area established by CS 393LLC or the outside contractor that clearly delineates areas where Class I, Class II and Class III work activities are conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is reasonable possibility they may exceed permissible levels.

Response Action – Repair of damage or deterioration to asbestos materials, or the removal of asbestos or asbestos debris, undertaken to alleviate a hazard to building occupants.

Surfacing Material – ACM sprayed or troweled on surfaces, such as some acoustical plasters, hard wall or ceiling plasters, and fireproofing.

Thermal System Insulation - Thermal system insulation (TSI) is ACM applied to pipes, fittings, boilers, breaching, tanks, ducts or other structural components to prevent heat loss or gain or water condensation.

Appendix B

Assessment & Recommendation Chart

393 West End Avenue, New York, NY 10024
Inspector: Wesley Richardson Certification: NYSDOL cert # 88-08972
Management Planner: Gerard Baril Certification: NYSDOL cert# 88-04252
Inspection Dates: August - December 2013
Conditions as of: January 28, 2014

Homogeneous Material	Location	Description	Type of Material	Identified or Assumed	Quantity	Sampled 2013-14	Condition	Potential for Damage by Contact	Potential for damage by Air Movement	Potential for damage by Vibration	Overall Potential for Damage	Comments	AHERA Category	Response Action
1	Steam riser sets feeding apartment radiators. Enclosed in perimeter columns. Floors 1-16, PH	Pipe insulation	TSI	Assumed	~ 8,000 ft	No	D	L	L	M	L	Risers are enclosed and not accessible to building occupants. ACM should be removed if column work is required as part of any future building wide apartment renovation project.	1	2/3
1	Steam lines in floor cavities feeding bathroom and some kitchen radiators. All apartments. Floors 1-16, PH.	Pipe Insulation	TSI	Assumed	~3, 200 ft.	No	D	L	L	M	L	Steam lines are enclosed and not accessible to building occupants ACM should be removed if floor work is required as part of future building wide apartment renovation project.	1	2/3
2	Floor tiles and mastic All apartments Floors 1-16, PH	Non-friable tile and mastic.	MM	Identified and Assumed	To be determined	Yes	G	M	L	L	L	Limited sampling performed. ACM identified only in kitchen of Apt. 12E. Sample and analyze prior to disturbance of any tiles	5	2
3	Window casings All windows, south and west building face.	Window Caulk	MM	Identified	~213 ft ²	Yes	G	L	L	M	L	Caulk to be removed as part of window replacement project.	5	2

Homogeneous Materials: 1- Pipe insulation; 2 – Floor tile/mastic; 3- Window caulk
Type of Material: SM- Surfacing Material; TSI- Thermal System Insulation; MM- Miscellaneous Material
Condition: G- Good; D- Damaged; SD- Significantly Damaged; E- Enclosed; NA- not Applicable, did not see
Potential for Damage: L- Low; M- Medium; H- High
Overall Potential for Damage: PSD- Potential for Significant Damage; PD Potential for Damage; LNP- Low or No Potential for Damage
AHERA Category: 1-Damaged or Significantly Damaged TSI; 2- Damaged Friable Surfacing ACBM; 3- Significantly Damaged Friable Surfacing ACBM; 4- Damaged or Significantly Damaged Friable Miscellaneous ACBM; 5- ACBM with Potential for Damage; 6- ACBM with Potential for Significant Damage; 7- Any Remaining Friable ACBM or Friable Suspect ACBM
Response Recommendations: 1- Remove or repair ASAP; 2—Remove prior to any planned apartment renovations 3- Leave in Place and maintain under O&M Program.

Appendix C

Laboratory Results and Chains of Custody



Please Reply To: 321

AmeriSci New York

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NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

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To: Jill Kaplan Lawrence Environmental Group, LLC	From: Madell E. Collins
Fax #:	AmeriSci Job #: 213085392
	Subject: ELAP-PLM/TEM 12 hour Results
Email: jkaplan@legllc.com, wrichardson@legllc.com, sander son@legllc.com	Client Project: SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

Date: Monday, September 30, 2013
Time: 15:23:12
Comments:

Number of Pages: 23
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PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 08/27/13 **AmeriSci Job #** 213085392
Date Examined 08/28/13 **P.O. #**
ELAP # 11480 **Page** 1 of 10
RE: SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01 01	213085392-01 Location: Rough Wall Plaster 2nd Floor East Corridor North	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose 1 %, Non-fibrous 99 %			
02 01	213085392-02 Location: Rough Wall Plaster 15th Floor East Corridor East Wall North	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
03 01	213085392-03 Location: Rough Wall Plaster 12th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
04 01	213085392-04 Location: Rough Wall Plaster 11th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
05 01	213085392-05 Location: Rough Wall Plaster 10th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 01	213085392-06 Location: Rough Wall Plaster 9th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
07 01	213085392-07 Location: Rough Wall Plaster 8th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
08 01	213085392-08 Location: Rough Wall Plaster 6th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
09 01	213085392-09 Location: Rough Wall Plaster 4th Floor East Corridor North	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
10 02	213085392-10 Location: Wall Plaster 17th Floor Apt. 17C Bedroom Wall North Of Window	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
11 02	213085392-11 Location: Wall Plaster 15th Floor East Bedroom Apt. 15B Closet South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 02	213085392-12 Location: Wall Plaster 12th Floor Apt. 12E Kitchen East Wall South	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
13 02	213085392-13 Location: Wall Plaster 8th Floor Apt. 8E Corridor South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
14 02	213085392-14 Location: Wall Plaster 7th Floor Apt. 7D Kitchen South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
15 02	213085392-15 Location: Wall Plaster 5th Floor Apt. 5F Living Room South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
16 02	213085392-16 Location: Wall Plaster 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
17 02	213085392-17 Location: Wall Plaster 10th Floor Apt. 10D Living Room East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
18 03	213085392-18 Location: Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
19 03	213085392-19 Location: Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
20 03	213085392-20 Location: Wall Scratch Coat 12th Floor Apt. 12E Kitchen East Wall South	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
21 03	213085392-21 Location: Wall Scratch Coat 8th Floor Corridor South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
22 03	213085392-22 Location: Wall Scratch Coat 7th Floor Apt. 7D Kitchen South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
23 03	213085392-23 Location: Wall Scratch Coat 5th Floor Apt. 5F Living Room South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
24 03	213085392-24 Location: Wall Scratch Coat 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
25 03	213085392-25 Location: Wall Scratch Coat 10th Floor Apt. 10D Living Room East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
26 04	213085392-26 Location: Ceiling Plaster 2nd Floor Apt. 2A Living Room East	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
27 04	213085392-27 Location: Ceiling Plaster 15th Floor Apt. 15B Dining Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
28 04	213085392-28 Location: Ceiling Plaster 12th Floor Apt. 12E Bedroom	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
29 04	213085392-29 Location: Ceiling Plaster 8th Floor Apt. 8E Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
30 04	213085392-30 Location: Ceiling Plaster 7th Floor East Corridor Outside 7D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
31 04	213085392-31 Location: Ceiling Plaster 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
32 04	213085392-32 Location: Ceiling Plaster 10th Floor Corridor Outside 10D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
33 04	213085392-33 Location: Ceiling Plaster 4th Floor Apt. 4A Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
34 05	213085392-34 Location: Ceiling Scratch Coat 2nd Floor Apt. 2A Living Room East	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
35 05	213085392-35 Location: Ceiling Scratch Coat 15th Floor Apt. 15B Dining Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
36 05	213085392-36 Location: Ceiling Scratch Coat 12th Floor Apt. 12E Bedroom	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
37 05	213085392-37 Location: Ceiling Scratch Coat 8th Floor Apt. 8E Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
38 05	213085392-38 Location: Ceiling Scratch Coat 7th Floor Corridor Outside 7D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
39 05	213085392-39 Location: Ceiling Scratch Coat 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
40 05	213085392-40 Location: Ceiling Scratch Coat 10th Floor Corridor Outside 10D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
41 05	213085392-41 Location: Ceiling Scratch Coat 4th Floor Apt. 4A Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
42 06	213085392-42 Location: Column Plaster 12th Floor Apt. 12E Kitchen SE Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
43 06	213085392-43 Location: Column Plaster 8th Floor Apt. 8E Kitchen SE Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
44 06	213085392-44 Location: Column Plaster 4th Floor Apt. 4A Living Room NW Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
45 07	213085392-45 Location: Column Scratch Coat 12th Floor Apt. 12E Kitchen SE Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
46 07	213085392-46 Location: Column Scratch Coat 8th Floor Apt. 8E Kitchen SW Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
47 07	213085392-47 Location: Column Scratch Coat 4th Floor Apt. 4A Living Room NW Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
48 08	213085392-48 Location: Window Caulk Black 2nd Floor Apt. 2A North	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.3 %			
49 08	213085392-49 Location: Window Caulk Black Apt. 10D Master Bedroom North Window	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by David W. Roderick on 08/28/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 6.3 %			
50 09	213085392-50 Location: Window Caulk Tan 2nd Floor Apt. 2A North	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.8 %			
51 09	213085392-51 Location: Window Caulk Tan Apt. 10D Master Bedroom North Window	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.3 %			
52 04	213085392-52 Location: Ceiling Plaster Basement Elevator Corridor	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
53 05	213085392-53 Location: Ceiling Scratch Coat Basement Elevator Corridor	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
54 10	213085392-54 Location: Ceiling Scratch Coat Basement Elevator Corridor	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
55 10	213085392-55 Location: Rough Scratch Coat 11th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
56 10	213085392-56 Location: Rough Scratch Coat 6th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
57 11	213085392-57 Location: Vapor Barrier 10th Floor Apt. 10D	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 47.6 %			

Reporting Notes:

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By:

END OF REPORT

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01	01					NAD	NA
Location:	Rough Wall Plaster 2nd Floor East Corridor North							
02	02	01					NAD	NA
Location:	Rough Wall Plaster 15th Floor East Corridor East Wall North							
03	03	01					NAD	NA
Location:	Rough Wall Plaster 12th Floor East Corridor South End							
04	04	01					NAD	NA
Location:	Rough Wall Plaster 11th Floor East Corridor South End							
05	05	01					NAD	NA
Location:	Rough Wall Plaster 10th Floor East Corridor South End							
06	06	01					NAD	NA
Location:	Rough Wall Plaster 9th Floor East Corridor South End							
07	07	01					NAD	NA
Location:	Rough Wall Plaster 8th Floor East Corridor South End							
08	08	01					NAD	NA
Location:	Rough Wall Plaster 6th Floor East Corridor South End							
09	09	01					NAD	NA
Location:	Rough Wall Plaster 4th Floor East Corridor North							
10	10	02					NAD	NA
Location:	Wall Plaster 17th Floor Apt. 17C Bedroom Wall North Of Window							
11	11	02					NAD	NA
Location:	Wall Plaster 15th Floor East Bedroom Apt. 15B Closet South Wall							
12	12	02					NAD	NA
Location:	Wall Plaster 12th Floor Apt. 12E Kitchen East Wall South							
13	13	02					NAD	NA
Location:	Wall Plaster 8th Floor Apt. 8E Corridor South Wall							
14	14	02					NAD	NA
Location:	Wall Plaster 7th Floor Apt. 7D Kitchen South Wall							
15	15	02					NAD	NA
Location:	Wall Plaster 5th Floor Apt. 5F Living Room South Wall							
16	16	02					NAD	NA
Location:	Wall Plaster 5th Floor North Corridor West End							

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	17	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 10th Floor Apt. 10D Living Room East Wall							
18	18	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall							
19	19	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall							
20	20	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 12th Floor Apt. 12E Kitchen East Wall South							
21	21	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 8th Floor Corridor South Wall							
22	22	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 7th Floor Apt. 7D Kitchen South Wall							
23	23	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 5th Floor Apt. 5F Living Room South Wall							
24	24	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 5th Floor North Corridor West End							
25	25	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 10th Floor Apt. 10D Living Room East Wall							
26	26	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 2nd Floor Apt. 2A Living Room East							
27	27	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 15th Floor Apt. 15B Dining Room							
28	28	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 12th Floor Apt. 12E Bedroom							
29	29	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 8th Floor Apt. 8E Living Room							
30	30	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 7th Floor East Corridor Outside 7D							
31	31	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 5th Floor North Corridor West End							
32	32	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 10th Floor Corridor Outside 10D							

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Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	33	04					NAD	NA
Location:	Ceiling Plaster 4th Floor Apt. 4A Living Room							
34	34	05					NAD	NA
Location:	Ceiling Scratch Coat 2nd Floor Apt. 2A Living Room East							
35	35	05					NAD	NA
Location:	Ceiling Scratch Coat 15th Floor Apt. 15B Dining Room							
36	36	05					NAD	NA
Location:	Ceiling Scratch Coat 12th Floor Apt. 12E Bedroom							
37	37	05					NAD	NA
Location:	Ceiling Scratch Coat 8th Floor Apt. 8E Living Room							
38	38	05					NAD	NA
Location:	Ceiling Scratch Coat 7th Floor Corridor Outside 7D							
39	39	05					NAD	NA
Location:	Ceiling Scratch Coat 5th Floor North Corridor West End							
40	40	05					NAD	NA
Location:	Ceiling Scratch Coat 10th Floor Corridor Outside 10D							
41	41	05					NAD	NA
Location:	Ceiling Scratch Coat 4th Floor Apt. 4A Living Room							
42	42	06					NAD	NA
Location:	Column Plaster 12th Floor Apt. 12E Kitchen SE Corner							
43	43	06					NAD	NA
Location:	Column Plaster 8th Floor Apt. 8E Kitchen SE Corner							
44	44	06					NAD	NA
Location:	Column Plaster 4th Floor Apt. 4A Living Room NW Corner							
45	45	07					NAD	NA
Location:	Column Scratch Coat 12th Floor Apt. 12E Kitchen SE Corner							
46	46	07					NAD	NA
Location:	Column Scratch Coat 8th Floor Apt. 8E Kitchen SW Corner							
47	47	07					NAD	NA
Location:	Column Scratch Coat 4th Floor Apt. 4A Living Room NW Corner							
48	48	08	0.396	65.7	29.0	5.3	NAD	NAD
Location:	Window Caulk Black 2nd Floor Apt. 2A North							

See Reporting notes on last page

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	49	08	0.190	70.5	23.2	4.7	Chrysotile <0.25	Chrysotile 1.6
Location:	Window Caulk Black Apt. 10D Master Bedroom North Window							
50	50	09	0.170	68.2	22.9	8.8	NAD	NAD
Location:	Window Caulk Tan 2nd Floor Apt. 2A North							
51	51	09	0.236	70.3	20.3	9.3	NAD	NAD
Location:	Window Caulk Tan Apt. 10D Master Bedroom North Window							
52	52	04	----	----	----	----	NAD	NA
Location:	Ceiling Plaster Basement Elevator Corridor							
53	53	05	----	----	----	----	NAD	NA
Location:	Ceiling Scratch Coat Basement Elevator Corridor							
54	54	10	----	----	----	----	NAD	NA
Location:	Ceiling Scratch Coat Basement Elevator Corridor							
55	55	10	----	----	----	----	NAD	NA
Location:	Rough Scratch Coat 11th Floor East Corridor South End							
56	56	10	----	----	----	----	NAD	NA
Location:	Rough Scratch Coat 6th Floor East Corridor South End							
57	57	11	0.210	23.8	28.6	47.6	NAD	NAD
Location:	Vapor Barrier 10th Floor Apt. 10D							

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Analyzed by: Madell E. Collins *McCollins*; Date Analyzed 8/28/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: *[Signature]*

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

218080

212-682-2001

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: 393 West End Avenue Project#: SMNDEV-001Project Address: 393 West End Avenue, NY, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 57 Last Sample #: 57Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
48-hour ☐ 72-hour ☐ Other: _____Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: Wesley E. Richardson Date: 8-27-13Relinquished by: Wesley E. Richardson Date: 8-27-13 Time: _____Received by: John S. Date: 8/27/13 Time: 17:53

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085302

CLIENT ADDRESS:

SIMON Development

623 3rd Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10 DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	ROUGH WALL PLASTER 2 ND FLOOR ^{EAST} WEST CORRIDOR NORTH	01	
2	02	ROUGH WALL PLASTER 15 TH FLOOR EAST CORRIDOR EAST WALL NORTH	01	
3	03	ROUGH WALL PLASTER 12 TH FLOOR EAST CORRIDOR SOUTH END	01	
4	04	ROUGH WALL PLASTER 11 TH FLOOR EAST CORRIDOR SOUTH END	01	
5	05	ROUGH WALL PLASTER 10 TH FLOOR EAST CORRIDOR SOUTH END	01	
6	06	ROUGH WALL PLASTER 9 TH FLOOR EAST CORRIDOR SOUTH END	01	
7	07	ROUGH WALL PLASTER 8 TH FLOOR EAST CORRIDOR SOUTH END	01	
8	08	ROUGH WALL PLASTER 6 TH FLOOR EAST CORRIDOR SOUTH END	01	
9	09	ROUGH WALL PLASTER 4 TH FLOOR EAST CORRIDOR NORTH	01	
10	10	WALL PLASTER 17 TH FLOOR Apt 17C Bedroom EAST WALL NORTH OF WINDOW	02	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>WEL</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>Jell</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

SIMON Development

623 3rd Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	11	WALL PLASTER 11 TH Floor EAST BEDROOM APT 15B02 CLOSET SOUTH WALL		
2	12	WALL PLASTER 12 TH Floor APT 12E KITCHEN EAST WALL SOUTH	02	
3	13	WALL PLASTER 8 TH Floor APT 8F CORRIDOR SOUTH WALL	02	
4	14	WALL PLASTER 7 TH Floor APT 7D KITCHEN SOUTH WALL	02	
5	15	WALL PLASTER 5 TH Floor APT 5F LIVING ROOM SOUTH WALL	02	
6	16	WALL PLASTER 5 TH Floor NORTH CORRIDOR WEST END	02	
7	17	WALL PLASTER 10 TH Floor APT 10D LIVING ROOM EAST WALL	02	
8	18	WALL SCRATCH COAT 17 TH Floor APT 17C BEDROOM EAST WALL NORTH of WINDOW	03	
9	19	WALL SCRATCH COAT 15 TH Floor APT 15B: EAST BEDROOM CLOSET SOUTH WALL	03	
10	20	WALL SCRATCH COAT 12 TH Floor APT 12E KITCHEN EAST WALL SOUTH	03	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>WEL</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

213085392

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

SIMON Development

623 3rd Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10 DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	21	Wall Scratch Coat 8 TH Floor Corridor South Wall	03	
2	22	Wall Scratch Coat 7 TH Floor APT 7D Kitchen South Wall	03	
3	23	Wall Scratch Coat 5 TH Floor APT 5F Living Room South Wall	03	
4	24	Wall Scratch Coat 3 TH Floor North ? Corridor West End	03	
5	25	Wall Scratch Coat 10 TH Floor APT 10D Living Room East Wall	03	
6	26	Ceiling Plaster 2 ND Floor APT 2A Living Room East	04	
7	27	Ceiling Plaster 15 TH Floor APT 15B Dining Room	04	
8	28	Ceiling Plaster 12 TH Floor APT 12E Bedroom	04	
9	29	Ceiling Plaster 8 TH Floor APT 8E Living Room	04	
10	30	Ceiling Plaster 7 TH Floor East Corridor Outside 7D	04	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

SIMON Development

623 3rd Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	31	CEILING PASTER 5 TH Floor Corridor NORTH CORRIDOR WEST END	04	
2	32	CEILING PASTER 10 TH Floor Corridor OUTSIDE 10D	04	
3	33	CEILING PASTER 4 TH Floor Apt 4A LIVING Room	04	
4	34	CEILING SCRATCH COAT 2 ND Floor Apt 2A LIVING ROOM EAST	05	
5	35	CEILING SCRATCH COAT 15 TH Floor Apt 15B DINING Room	05	
6	36	CEILING SCRATCH COAT 12 TH Floor Apt 12E B-Room	05	
7	37	CEILING SCRATCH COAT 8 TH Floor Apt 8E LIVING Room	05	
8	38	CEILING SCRATCH COAT 7 TH Floor Corridor OUTSIDE 7D	05	
9	39	CEILING SCRATCH COAT 5 TH Floor NORTH CORRIDOR WEST END	05	
10	40	CEILING SCRATCH COAT 10 TH Floor Corridor OUTSIDE 10D	05	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 3rd Avenue

393 West End Avenue

New York, NY 10017

New York, NY

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED:

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	41	CEILING SCRATCH COAT 4 TH Floor Apt 4A LIVING Room	05	
2	42	COLUMN PLASTER 12 TH Floor Apt 12E KITCHEN SE CORNER	06	
3	43	COLUMN PLASTER 8 TH Floor Apt 8E KITCHEN SE CORNER	06	
4	44	COLUMN PLASTER 4 TH Floor Apt 4A LIVING Room NW CORNER	06	
5	45	COLUMN SCRATCH COAT 12 TH Floor Apt 12E KITCHEN SE CORNER	07	
6	46	COLUMN SCRATCH COAT 8 TH Floor Apt 8E KITCHEN SW CORNER	07	
7	47	COLUMN SCRATCH COAT 4 TH Floor Apt 4A LIVING Room NW CORNER	07	
8	48	WINDOW CAULK BLACK 2 ND Floor Apt 2A NORTH	08	
9	49	WINDOW CAULK BLACK Apt 10D Master Bedroom North Window	08	
10	50	WINDOW CAULK TAN 2 ND Floor Apt 2A NORTH	09	
	51	WINDOW CAULK TAN Apt 10D Master Bedroom North Window	09	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>Wesley E. Richardson</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>Peter S.</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODRIGUEZ <i>David Rodriguez</i>	DATE/TIME: 8/28/13 0400	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 3rd Avenue

393 West End Avenue

New York, NY 10017

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 6

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	52	CEILING PLASTER BASEMENT ELEVATOR CORRIDOR	04	
2	53	CEILING SCRATCH COAT BASEMENT ELEVATOR CORRIDOR	05	
3	54	ROUGH SCRATCH COAT 11TH FLOOR EAST CORRIDOR SOUTH END	10	
4	55	ROUGH SCRATCH COAT 10TH FLOOR EAST CORRIDOR SOUTH END	10	
5	56	ROUGH SCRATCH COAT 6TH FLOOR EAST CORRIDOR SOUTH END	10	
6	57	VAPOR BARRIER 4TH FLOOR AOT 4 ALKYL		
7	57	VAPOR BARRIER 10TH FLOOR AOT 10D	11	
8				
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	



Please Reply To: 343

AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

FACSIMILE TELECOPY TRANSMISSION

To: Jill Kaplan Lawrence Environmental Group, LLC	From: Madell E. Collins
Fax #:	AmeriSci Job #: 213092892
Email: jkaplan@legllc.com, wrichardson@legllc.com, sander son@legllc.com	Subject: ELAP-PLM/TEM 12 hour Results
	Client Project: SMNDEV-001; Simon Development; 393 West End Avenue, New York, NY 10024; Interi

Date: Wednesday, September 18, 2013

Time: 02:29:00

Comments:

Number of Pages: 6

(including cover sheet)

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PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 09/17/13 **AmeriSci Job #** 213092892
Date Examined 09/17/13 **P.O. #**
ELAP # 11480 **Page** 1 of 2
RE: SMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY 10024; Interior

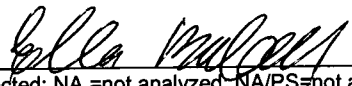
Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213092892-01	No	NAD
Location: Black Window Caulk Apt 17C Living Room East Wall South Window			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.9 %			
02	213092892-02	No	NAD
Location: Black Window Caulk Apt 16E Living Room South Window West			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 18.5 %			
03	213092892-03	No	NAD
Location: Black Window Caulk Apt 15E Living Room North Wall West Window			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7 %			
04	213092892-04	Yes	6.5 %
Location: Black Window Caulk Apt 10D Bedroom East Wall North			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.5 %			
Other Material: Non-fibrous 35.6 %			
05	213092892-05	No	NAD
Location: Black Window Caulk Apt 2F Kitchen West Wall			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY 10024; Interior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	213092892-06	No	NAD
Location: Black Window Caulk Apt 7E Living Room East Wall North			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.1 %			
07	213092892-07	No	NAD
Location: Black Window Caulk Apt 6D Living Room East Wall South			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.5 %			

Reporting Notes:

Analyzed by: Ella Babayeva 
*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results

SMNDEV-001; Simon Development; 393 West End Avenue, New York, NY 10024; Interior

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01		0.290	72.4	19.7	7.9	NAD	NAD
Location: Black Window Caulk Apt 17C Living Room East Wall South Window								
02	02		0.335	61.5	20.0	18.5	NAD	NAD
Location: Black Window Caulk Apt 16E Living Room South Window West								
03	03		0.200	70.0	23.0	7.0	NAD	NAD
Location: Black Window Caulk Apt 15E Living Room North Wall West Window								
04	04		0.259	45.2	12.7	35.6	Chrysotile 6.5	NA
Location: Black Window Caulk Apt 10D Bedroom East Wall North								
05	05		0.202	74.3	20.8	5.0	NAD	NAD
Location: Black Window Caulk Apt 2F Kitchen West Wall								
06	06		0.197	48.2	47.7	4.1	NAD	NAD
Location: Black Window Caulk Apt 7E Living Room East Wall North								
07	07		0.323	36.5	61.9	1.5	NAD	NAD
Location: Black Window Caulk Apt 6D Living Room East Wall South								
								346

Analyzed by: Madell E. Collins; Date Analyzed 9/18/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/IM4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

213092892

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

SIMON Development

623 Third Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 7

DATE COLLECTED: 9-17-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BLACK WINDOW CAULK APT 17C LIVING ROOM EAST WALL SOUTH WINDOW		
2	02	BLACK WINDOW CAULK APT 16E LIVING ROOM SOUTH WINDOW WEST		
3	03	BLACK WINDOW CAULK APT 15E LIVING ROOM NORTH WALL WEST WINDOW		
4	04	BLACK WINDOW CAULK APT 10D BEDROOM EAST WALL NORTH		
5	05	BLACK WINDOW CAULK APT 8F KITCHEN WEST WALL		
6	06	BLACK WINDOW CAULK APT 7E LIVING ROOM EAST WALL NORTH		
7	07	BLACK WINDOW CAULK APT 6D LIVING ROOM EAST WALL NORTH SOUTH		
8				
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-17-13	
RELINQUISHED BY:			DATE/TIME: 9-17-13	
RECEIVED BY:			DATE/TIME: 9/17/13 1222	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		EWA [signature]	DATE/TIME: 9/17/13 17:17	

Lawrence Environmental Group, LLC

~~8/14 at first postage~~350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213092892

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: Interior Project#: SMNDEV-001Project Address: 393 West End Avenue, New York, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 7 Last Sample #: 07Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
48-hour ☐ 72-hour ☐ Other: _____Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 9-17-13Relinquished by: [Signature] Date: 9-17-13 Time: _____Received by: [Signature] Date: 9/17/13 Time: 1227



AmeriSci New York

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NEW YORK, NY 10016
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FACSIMILE TELECOPY TRANSMISSION

To: Jill Kaplan Lawrence Environmental Group, LLC	From: Marik Peysakhov AmeriSci Job #: 213093444
Fax #:	Subject: ELAP-PLM/TEM 48 hour Results Client Project: SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024
Email: jkaplan@legllc.com, wrichardson@legllc.com, sander son@legllc.com	

Date: Sunday, September 22, 2013
Time: 11:43:27
Comments:

Number of Pages: 16
(including cover sheet)

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PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 09/20/13 **AmeriSci Job #** 213093444
Date Examined 09/21/13 **P.O. #**
ELAP # 11480 **Page** 1 of 7
RE: SMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01 01 Location: Peal-n-Stick 12 x 12 Apt. 3D Closet	213093444-01	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.5 %			
02 02 Location: Tan VCT 12 x 12 Apt. 17C Foyer Closet	213093444-02	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.2 %			
03 03 Location: Tan 12 x 12 (Type 2) Apt. 16 Hall Closet	213093444-03	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.5 %			
04 01 Location: Peal-n-Stick (Type 2) Apt. 16 D Bedroom Closet	213093444-04	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.7 %			
05 04 Location: Black Floor Tile Apt. 16F Kitchen	213093444-05	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.4 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 04	213093444-06 Location: Black Floor Tile Apt. 16F Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.9 %			
07 05	213093444-07 Location: Brown Paper Apt. 16K Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 40.6 %			
08 05	213093444-08 Location: Brown Paper Apt. 16K Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 33.8 %			
09 02	213093444-09 Location: Tan 12 x 12 Apt. 16D Bedroom Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.3 %			
10 06	213093444-10 Location: Lt. Gray 12 x 12 Apt. 15D Linen Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.1 %			
11 07	213093444-11 Location: Red Floor Tile Apt. 12E Kitchen North	Yes	2.7 % (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.7 % Other Material: Non-fibrous 22 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 07	213093444-12 Location: Red Floor Tile Apt. 12E Kitchen South		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
13 08	213093444-13 Location: Black Mastic Apt. 12E Kitchen North	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 7.8 %			
14 08	213093444-14 Location: Black Mastic Apt. 12E Kitchen South	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 8.9 %			
15 09	213093444-15 Location: Yellow 12 x 12 Apt. 12E Kitchen North	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 20.2 %			
16 09	213093444-16 Location: Yellow 12 x 12 Apt. 12E Kitchen South	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 18.5 %			
17 10	213093444-17 Location: Black Paper Apt. 12E Kitchen North	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.9 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
18 10	213093444-18 Location: Black Paper Apt. 12E Kitchen South	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3 %			
19 11	213093444-19 Location: Brown 12 x 12 Floor Tile Apt. 12G Hall Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Light Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.4 %			
20	213093444-20 Location: Brown 12 x 12 Apt. 10D Bedroom Closet "Sample Not Submitted"		NA
Analyst Description: Bulk Material Asbestos Types: Other Material: Comment: Sample Not Submitted			
21 11	213093444-21 Location: Brown 12 x 12 Apt. 8B Linen Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Light Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.8 %			
22 12	213093444-22 Location: Red Linoleum Apt. 7D Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 25.1 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
23 12	213093444-23 Location: Red Linoleum Apt. 7D Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 18.5 %			
24 01	213093444-24 Location: P/S Apt. 7D Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Green/Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.1 %			
25 13	213093444-25 Location: Gray 12 x 12 VFT Apt. 4H Foyer Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.5 %			
26 13	213093444-26 Location: Gray 12 x 12 VFT Apt. 4H Hall Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.3 %			
27 03	213093444-27 Location: Tan 12 x 12 VFT Apt. 4 A Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.1 %			
28 14	213093444-28 Location: Pyrobar Block Apt. 10B Living Room West Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
29 14	213093444-29 Location: Pyrobar Block Apt. 10 Bedroom South Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			
30 15	213093444-30 Location: Paper In Wall Apt. 10C Bedroom South Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
31	213093444-31 Location: Paper In Wall Apt. 10C Bedroom South Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
32	213093444-32L1 Location: Vapor Barrier Apt. 10D Living Room - Tar Layer	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 67.2 %			
32	213093444-32L2 Location: Vapor Barrier Apt. 10D Living Room - Cement Layer	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey/Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
33	213093444-33L1 Location: Vapor Barrier Apt. 10C Kitchen - Tar Layer	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.7 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
33	213093444-33L2	No	NAD
Location: Vapor Barrier Apt. 10C Kitchen - Cement Layer			(by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey/Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Reporting Notes:

Analyzed by: Paul J. Mucha

Colin Mucha for P.J. M

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Table I
Summary of Bulk Asbestos Analysis Results

SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01	01	0.275	24.7	69.8	5.5	NAD	NAD
Location:	Peal-n-Stick 12 x 12 Apt. 3D Closet							
02	02	02	0.332	13.6	82.2	4.2	NAD	NAD
Location:	Tan VCT 12 x 12 Apt. 17C Foyer Closet							
03	03	03	0.290	14.8	80.7	4.5	NAD	NAD
Location:	Tan 12 x 12 (Type 2) Apt. 16 Hall Closet							
04	04	01	0.258	33.7	56.6	9.7	NAD	NAD
Location:	Peal-n-Stick (Type 2) Apt. 16 D Bedroom Closet							
05	05	04	0.147	78.2	20.4	1.4	NAD	NAD
Location:	Black Floor Tile Apt. 16F Kitchen							
06	06	04	0.220	77.7	21.4	0.9	NAD	NAD
Location:	Black Floor Tile Apt. 16F Kitchen							
07	07	05	0.387	47.5	11.9	40.6	NAD	NAD
Location:	Brown Paper Apt. 16K Kitchen							
08	08	05	0.284	51.1	15.1	33.8	NAD	NAD
Location:	Brown Paper Apt. 16K Kitchen							
09	09	02	0.523	9.4	87.4	3.3	NAD	NAD
Location:	Tan 12 x 12 Apt. 16D Bedroom Closet							
10	10	06	0.331	13.3	84.6	2.1	NAD	NAD
Location:	Lt. Gray 12 x 12 Apt. 15D Linen Closet							
11	11	07	0.384	25.0	50.3	22.0	Chrysotile 2.7	NA
Location:	Red Floor Tile Apt. 12E Kitchen North							
12	12	07	0.285	22.5	53.3	24.2	NA/PS	NA
Location:	Red Floor Tile Apt. 12E Kitchen South							
13	13	08	0.103	59.2	33.0	6.2	Chrysotile <0.25	Chrysotile 1.6
Location:	Black Mastic Apt. 12E Kitchen North							
14	14	08	0.123	78.9	12.2	8.9	Chrysotile <0.25	NA/PS
Location:	Black Mastic Apt. 12E Kitchen South							
15	15	09	0.228	21.9	57.9	18.2	Chrysotile <0.25	Chrysotile 2.0
Location:	Yellow 12 x 12 Apt. 12E Kitchen North							
16	16	09	0.281	22.8	58.7	18.5	Chrysotile <0.25	NA/PS
Location:	Yellow 12 x 12 Apt. 12E Kitchen South							

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Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	17	10	0.174	87.4	5.7	6.9	NAD	NAD
Location: Black Paper Apt. 12E Kitchen North								
18	18	10	0.167	72.5	24.6	3.0	NAD	NAD
Location: Black Paper Apt. 12E Kitchen South								
19	19	11	0.321	12.8	83.8	3.4	NAD	NAD
Location: Brown 12 x 12 Floor Tile Apt. 12G Hall Closet								
20	20		---	---	---	---	NA	NA
Location: Brown 12 x 12 Apt. 10D Bedroom Closet "Sample Not Submitted"								
21	21	11	0.311	14.1	81.0	4.8	NAD	NAD
Location: Brown 12 x 12 Apt. 8B Linen Closet								
22	22	12	0.219	59.8	15.1	25.1	NAD	NAD
Location: Red Linoleum Apt. 7D Kitchen								
23	23	12	0.178	55.6	25.8	18.5	NAD	NAD
Location: Red Linoleum Apt. 7D Kitchen								
24	24	01	0.180	72.8	21.1	6.1	NAD	NAD
Location: P/S Apt. 7D Kitchen								
25	25	13	0.318	13.8	82.7	3.5	NAD	NAD
Location: Gray 12 x 12 VFT Apt. 4H Foyer Closet								
26	26	13	0.375	9.9	88.8	1.3	NAD	NAD
Location: Gray 12 x 12 VFT Apt. 4H Hall Closet								
27	27	03	0.280	13.2	84.6	2.1	NAD	NAD
Location: Tan 12 x 12 VFT Apt. 4 A Closet								
28	28	14	---	---	---	---	NAD	NA
Location: Pyrobar Block Apt. 10B Living Room West Wall								
29	29	14	---	---	---	---	NAD	NA
Location: Pyrobar Block Apt. 10 Bedroom South Wall								
30	30	15	---	---	---	---	NAD	NA
Location: Paper In Wall Apt. 10C Bedroom South Wall								
31	31		---	---	---	---	NAD	NA
Location: Paper In Wall Apt. 10C Bedroom South Wall								
32L1	32		0.296	8.1	24.7	67.2	NAD	NAD
Location: Vapor Barrier Apt. 10D Living Room - Tar Layer								

See Reporting notes on last page

AmeriSci Job #: 213093444

Client Name: Lawrence Environmental Group, LLC

Table I

Summary of Bulk Asbestos Analysis Results

SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
32L2	32						NAD	NA
Location: Vapor Barrier Apt. 10D Living Room - Cement Layer								
33L1	33		0.088	55.7	21.6	22.7	NAD	NAD
Location: Vapor Barrier Apt. 10C Kitchen - Tar Layer								
33L2	33						NAD	NA
Location: Vapor Barrier Apt. 10C Kitchen - Cement Layer								

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Analyzed by: Marik Peysakhov; Date Analyzed 9/22/2013
 **Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis; Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

Lawrence Environmental Group, LLC
 350 Lexington Ave. 12th FL/PH
 New York, NY 10016
 212-682-2001

Stop at first positive

213093444

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: _____ Interior _____ Project#: SMNDEV-001

Project Address: 393 West End Avenue, New York, NY

Name of Laboratory: AmeriSci New York

Number of Samples: 33 Last Sample #: 33

Turn-Around Time: Rush ☐ 12-hour ☐ 24-hour ☐
 48-hour ☒ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14

Tech's Signature: _____ Date: 9-20-13

Relinquished by: _____ Date: 9-20-13 Time: _____

Received by: _____ Date: 9/20/13 Time: 1651

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

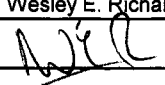
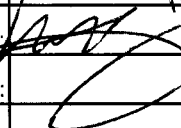
NO. OF SAMPLES: 10

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	PEARL-N-STICK 12X12 APT 3 D CLOSET	01	
2	02	TAN VCT 12X12 Apt 17C Poyer closet	02	
3	03	TAN 12X12 (TYPE 2) APT 16 Hall Closet	03	
4	04	PEARL-N-STICK 12X12 APT 16 D Bedroom Closet	01	
5	05	BLACK FLOOR TILE APT 16F KITCHEN	04	
6	06	BLACK FLOOR TILE APT 16F Kitchen	04	
7	07	Brown Paper APT 16F KITCHEN	05	
8	08	Brown Paper APT 16F KITCHEN	05	
9	09	TAN 12X12 APT 15 D Bedroom Closet	02	
10	10	LT Gray 12X12 APT 15 D LINEN CLOSET	06	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:			DATE/TIME: 9-20-13	
RECEIVED BY:			DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	11	Red Floor Tile Apt 12 E Kitchen North	07	
2	12	Red Floor Tile Apt 12 E Kitchen South	07	
3	13	Black Mastic Apt 12 E Kitchen North	08	
4	14	Black Mastic Apt 12 E Kitchen South	08	
5	15	Yellow 12x12 Apt 12 E Kitchen North	09	
6	16	Yellow 12x12 Apt 12 E Kitchen South	09	
7	17	Black Paint Apt 12 E Kitchen North	10	
8	18	Black Paint Apt 12 E Kitchen South	10	
9	19	Brown 12x12 Floor Tile Apt 12 G Hall Closet	11	
10	20	FF Brown 12x12 Apt 10 D Bedroom Closet	11	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:		WEL	DATE/TIME: 9-20-13	
RECEIVED BY:		[Signature]	DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

SIMON Development

623 Third Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY 10024

PROJECT ID #:

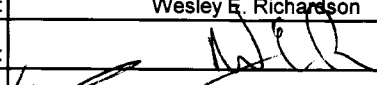
NO. OF SAMPLES: 7

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	21	Brown 12x12 APT 8B Linex Closet	11	
2	22	Red Linoleum APT 7D Kitchen	12	
3	23	Red Linoleum APT 7D Kitchen	12	
4	24	P/S APT 7D Kitchen	01	
5	25	Gray 12x12 VFT APT 4H Foyer Closet	13	
6	26	Gray 12x12 VFT APT 4H Hall Closet	13	
7	27	Tan 12x12 VFT APT 4 A Closet	03	
8	28	Pyrobar Block APT 10 B Living Room WEST WALL	14	
9	29	Pyrobar Block APT 10 Bedroom South WALL	14	
10	30	PAPER IN WALL APT 10C Bedroom South WALL	15	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:			DATE/TIME: 9-20-13	
RECEIVED BY:			DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

SIMON Development

623 Third Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 3

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

	FIELD ID #	LOCATION/DESCRIPTION	Accept Sample	
	LABORATORY ID		HA#	yes/no
1	31	PAPER IN WALL APT 10C Bedroom South Wall		
2	32	VAPOR BARREL APT 10D Living Room		
3	33	VAPOR BARREL APT 10E Kitchen		
4				
5				
6				
7				
8				
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:		WEL	DATE/TIME: 9-20-13	
RECEIVED BY:		[Signature]	DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	



Please Reply To: 365

AmeriSci New York

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

FACSIMILE TELECOPY TRANSMISSION

To: Jill Kaplan
Lawrence Environmental Group, LLC

Fax #:

Email: jkaplan@legllc.com, wrichardson@legllc.com, sander
son@legllc.com

From: Madell E. Collins
AmeriSci Job #: 213093974
Subject: ELAP-PLM/TEM 24 hour Results
Client Project: SMNDEV-001; Interior / CS 393,
LLC; 396 West End Avenue, New
York, NY 10024

Date: Thursday, September 26, 2013

Time: 07:19:57

Comments:

Number of Pages:

7
(including cover sheet)

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PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

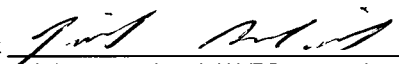
Date Received 09/25/13 **AmeriSci Job #** 213093974
Date Examined 09/26/13 **P.O. #**
ELAP # 11480 **Page** 1 of 2
RE: SMNDEV-001; Interior / CS 393, LLC; 396 West End Avenue,
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213093974-01	Yes	18.9 %
Location: Black Window Caulk - Apt 16C - Living Room - East Wall - North Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 18.9 %			
Other Material: Non-fibrous 14.1 %			
02	213093974-02	No	NAD
Location: Window Caulk - Apt 16D - Living Room - East Wall - South Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.5 %			
03	213093974-03	No	NAD
Location: Window Caulk - Apt 16D - Kitchen - South Wall			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13.3 %			
04	213093974-04	No	NAD
Location: Window Caulk - Apt 16F - Bedroom - South Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.4 %			
05	213093974-05	No	NAD
Location: Window Caulk - Apt 16F - Living Room - West Wall - South Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.4 %			

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; Interior / CS 393, LLC; 396 West End Avenue,
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	213093974-06	Yes	14 %
Location: Window Caulk - Apt 15A - Living Room - North Wall - West Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 14.0 %			
Other Material: Non-fibrous 24.6 %			
07	213093974-07	Yes	12.8 %
Location: Window Caulk - Apt 12E - Kitchen - South Wall			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 12.8 %			
Other Material: Non-fibrous 38.3 %			
08	213093974-08	Yes	11 %
Location: Window Caulk - Apt 8B - Bedroom - North Wall - West Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 11.0 %			
Other Material: Non-fibrous 19.3 %			

Reporting Notes:Analyzed by: David W. Roderick 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Client Name: Lawrence Environmental Group, LLC

Table I Summary of Bulk Asbestos Analysis Results

SMNDEV-001; Interior / CS 393, LLC; 396 West End Avenue, New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01		0.652	34.4	32.7	33.0	Chrysotile 18.9	NA
Location:	Black Window Caulk - Apt 16C - Living Room - East Wall - North Window							
02	02		0.310	7.7	85.8	6.5	NAD	NAD
Location:	Window Caulk - Apt 16D - Living Room - East Wall - South Window							
03	03		0.353	8.2	78.5	13.3	NAD	NAD
Location:	Window Caulk - Apt 16D - Kitchen - South Wall							
04	04		0.328	11.6	82.0	6.4	NAD	NAD
Location:	Window Caulk - Apt 16F - Bedroom - South Window							
05	05		0.058	72.4	24.1	3.4	NAD	NAD
Location:	Window Caulk - Apt 16F - Living Room - West Wall - South Window							
06	06		0.171	47.4	14.0	24.6	Chrysotile 14.0	NA
Location:	Window Caulk - Apt 15A - Living Room - North Wall - West Window							
07	07		0.223	37.7	11.2	38.3	Chrysotile 12.8	NA
Location:	Window Caulk - Apt 12E - Kitchen - South Wall							
08	08		0.142	48.6	21.1	30.3	Chrysotile 11.0	NA
Location:	Window Caulk - Apt 8B - Bedroom - North Wall - West Window							

Analyzed by: Madell E. Collins; Date Analyzed 9/26/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

Lawrence Environmental Group, LLC
 350 Lexington Ave. 12th FL/PH
 New York, NY 10016
 212-682-2001

Stop at first positive

213093974

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: _____ Interior _____ Project#: SMNDEV-001

Project Address: 393 West End Avenue, New York, NY

Name of Laboratory: AmeriSci New York

Number of Samples: 8 Last Sample #: 8

Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☒
 48-hour ☐ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14

Tech's Signature: _____ Date: 9-25-13

Relinquished by: _____ Date: 9-25-13 Time: _____

Received by: Joneja Kassim Date: 9/25/13 Time: 1340

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093974

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 8

DATE COLLECTED: 9/25/13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BLACK WINDOW CAULK APT 16C LIVING ROOM EAST WALL NORTH WINDOW		
2	02	WINDOW CAULK APT 16D LIVING ROOM EAST WALL SOUTH WINDOW		
3	03	WINDOW CAULK APT 16D KITCHEN SOUTH WALL		
4	04	WINDOW CAULK APT 16F BEDROOM SOUTH WINDOW		
5	05	WINDOW CAULK APT 16F LIVING ROOM WEST WALL SOUTH WINDOW		
6	06	WINDOW CAULK APT 15A LIVING ROOM NORTH WALL WEST WINDOW		
7	07	WINDOW CAULK APT 12B KITCHEN SOUTH WALL		
8	08	WINDOW CAULK APT 8B BEDROOM NORTH WALL WEST WINDOW		
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-25-13	
RELINQUISHED BY:		<i>WJR</i>	DATE/TIME: 9-25-13	
RECEIVED BY:		<i>Imya Kassam</i>	DATE/TIME: 9/25/13 1340	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODRICK <i>David Rodrick</i>	DATE/TIME: 9/26/13 0330	

Appendix D

Re-inspection Form

Notification Letter

393 West End Avenue
New York, New York 10023

Reinspections

The CS 393, LLC O & M Property Manager shall continue to monitor ACM and assumed ACM. Reinspections shall be by trained personnel on or about the following dates:

- August 2014 – 6 month reinspection
- February 2015 – 6 month reinspection
- August 2015 – 6 month reinspection
- February 2016 – 6 month reinspection
- February 2017 – Triennial inspection by licensed firm with EPA/NYSDOL/NYCDEP certified inspector

Periodic Re-Inspection Form

The Property Manager shall continue to monitor ACM and Assumed ACM building materials utilizing the Operations and Maintenance plan. Reinspections shall be performed by a NYSDOL licensed inspector every three (3) years. The next triennial inspection will be performed in February 2017.

1. Location of changes to asbestos-containing material (floor, room, or general description):

2. Types of asbestos-containing materials:

3. Actions taken:

4. Assessment:

a. Evidence of any type of physical damage: _____

b. Evidence of water damage: _____

c. Evidence of delamination or other damage: _____

d. Degree of accessibility of the material: _____

e. Degree of activity near the material: _____

5. Other observations:

6. Recommended Actions (if re-inspection indicates no issues list same here):

Signed: _____ Date: _____
(Inspector)

Signed as Property Manager:

Signature: _____

Date: _____

Notification Letter

393 West End Avenue
New York, New York 10023

Date:

To: Company/Person/Apartment Occupant

Dear:

The Building Management is furnishing the following information with respect to the presence and locations of asbestos containing materials (ACM) and presumed asbestos containing material (PACM) found at the subject property.

An asbestos survey of suspect materials has been conducted in the building. The results and the related asbestos management plan are available in the building and may be reviewed by appointment in the Property Manager's office during work hours.

The survey has revealed the presence of Asbestos-Containing Building Materials (ACBM's) at the following locations:

- Roof - parapet wall tar

The following materials are assumed to contain asbestos:

- Floor tile and mastic linoleums in apartments
- Enclosed perimeter and bathroom pipe chases
- Roofing materials
- Plaster ceiling & wall components*
- Window caulking & glazing*

* Preliminary laboratory analysis of these materials detected no asbestos, however, prior to performing renovations involving these materials, an asbestos inspection, with a specific scope of work, should be performed.

The listed materials are currently in good condition and do not constitute an airborne fiber release hazard. However, any attempt to move, drill, bore, or otherwise disturb these asbestos-containing materials can present a risk of fibers becoming airborne and should not be attempted by anyone who has not been trained in specific procedures for safely handling these asbestos-containing materials.

If you observe any deterioration of the ACM contact the Property Manager.

The survey report did not include information regarding potential health risks that may result from exposure to ACM in the building. We encourage you to contact local or state public health agencies for that information.

Current regulations require outside contractors performing work in a building with ACM or PACM to communicate asbestos hazards to employees as if they were an owner. Accordingly, copies of this notice

should be distributed to your employees and sub-contractors within 15 days after receipt of this notice or upon occupancy in the building. In addition, the property manager will distribute written notification to vendors/contractors that perform construction, remodeling, repair or maintenance work in the building. Accordingly, when you undertake any such work, copies of this notice should be provided to your sub-contractor with instructions to contact the Property Manager for detailed information

Any work that you or sub-contractors intend to perform should be coordinated with the Property Manager. All work must be pre-approved by the Property Manager. Please contact the building for appropriate work approval forms and work practices. If you have any additional questions regarding asbestos related issues please contact the Asbestos Program Coordinator.

Sincerely:

Property Manager

Appendix E

Asbestos Licenses and Certifications

New York State -- Department of Labor
 Division of Safety and Health
 License and Certificate Unit
 State Campus, Building 12
 Albany, NY 12240

ASBESTOS HANDLING LICENSE

Lawrence Environmental Group, LLC
 12th Floor PH
 350 Lexington Ave.
 New York, NY 10016

FILE NUMBER: 05-0243
 LICENSE NUMBER: 29546
 LICENSE CLASS: RESTRICTED
 DATE OF ISSUE: 03/13/2013
 EXPIRATION DATE: 03/31/2014

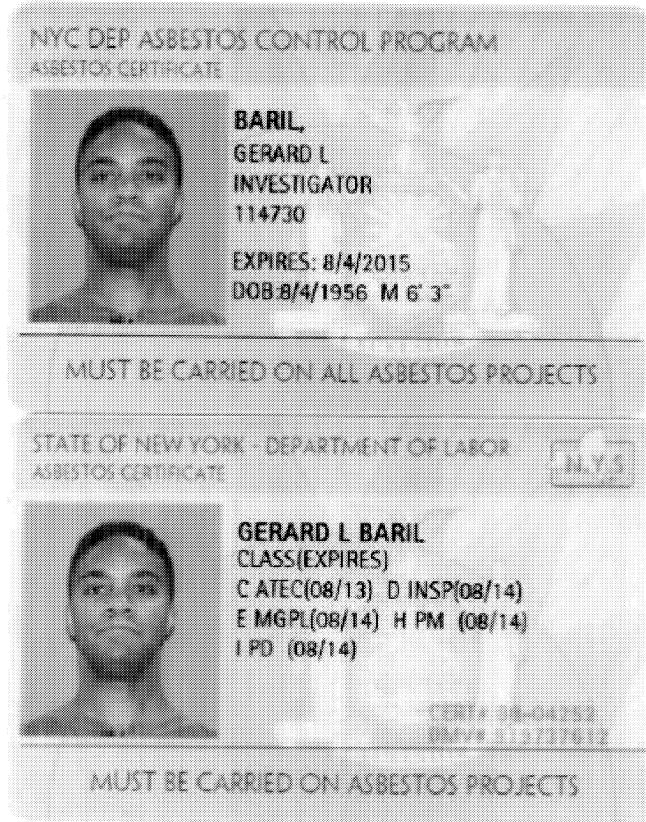
Duly Authorized Representative: **Scott Smith**

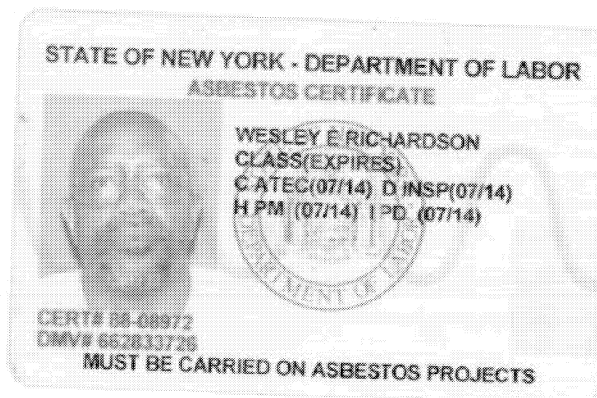
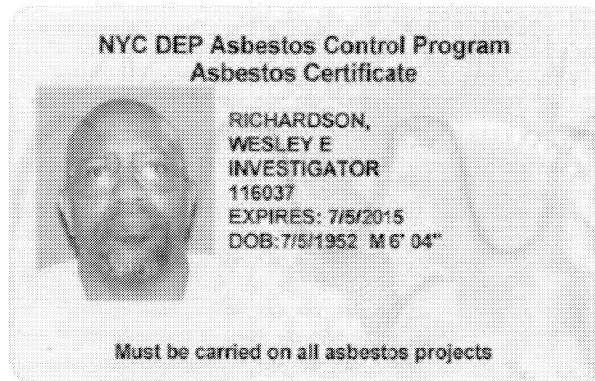
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko
 Eileen M. Franko, Acting Director
 For the Commissioner of Labor

SH 432 (8/12)





END OF REPORT



EXHIBIT "C"

ASBESTOS SURVEY REPORT (MARCH 26, 2014)



Project:
Limited Bulk Asbestos Survey

Location:
Building Wide Design Development
393 West End Avenue
New York, NY 10040

Prepared for:
CS 393, LLC
393 West End Avenue
New York, NY 10024

Prepared by:
Lawrence Environmental Group, LLC
350 Lexington Avenue
New York, NY 10016

NYSDOL # 05-0243

SMNDEV 001

Project Date:

Various Visits

Report Issue Date:
March 26, 2014

Disclaimer

The opinions expressed in this document are based solely on the scope of work conducted and sources referred to therein. The presented data was collected and analyzed using accepted industry methods, procedures and practices in effect at the time this survey/report was generated.

Any change in the demolition scope could affect the scope of work. No changes to the demolition phase of this project should occur without a further investigation as changes to the plan of work and or work procedures could affect recommended procedures and areas of impact. Without sampling, regulatory guidelines demand that all suspect materials not identified or tested must be treated as asbestos containing building materials.

No inferences regarding other conditions, locations or materials at a later or earlier time are or may be made based on the contents of this report. No other warranty, express or limited is made. Lawrence Environmental Group's liability and that of its contractors and subcontractors, arising from any services rendered hereunder, shall not exceed the total fee paid by the client to Lawrence Environmental Group for this project. This report was prepared for the sole use of our client. The use of this report by anyone other than our client or Lawrence Environmental Group is strictly prohibited without the expressed written consent of Lawrence Environmental Group. Portions of this report may not be used independently of the entire report.

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III. Asbestos Survey	4-5
IV. Discussion Common Areas	5-6
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VI. General Notes & Summary Sampling Chart	8-10

Appendix

- A1 - Sketch of ACM Basement & TRU 2524MN13
- A2 - ACM Window Removals TRU 2030MN13 & 2629MN13
- A3 - Sketch of ACM on 10th Floor
- A4 - Sketch of ACM related to Phase 2A – Interior Renovation

Appendix B – Licensure and Certifications

Appendix C – Sample Location

Appendix D – Photo Log

Appendix E – Bulk Sampling Laboratory Results
and Chain of Custody

I. EXECUTIVE SUMMARY

At the request of CS 393, LLC (Owner), and their representative, The Vorea Group, Lawrence Environmental Group, LLC (LEG) personnel performed a limited asbestos bulk survey inspection of the interior components of 393 West End Avenue. This survey was part of an ongoing design development plan to address renovations which will occur throughout the building as part of a building wide apartment and infrastructure upgrade.

In addition to the internal components, the external window caulk for the double hung windows and roofing were also addressed.

The survey was multi-phased and was led by NYC Department of Environmental Protection certified investigator Wesley E. Richardson. Survey work addressed within this report was performed between August of 2013 and March of 2014.

LEG is licensed to perform this work by the New York State Department of Labor. (A copy of the LEG Asbestos Handling License is included in Appendix B of this report).

II. PURPOSE

LEG was informed that the owner wanted to address the internal components of the building, continue a pre-existing abatement program that addresses the removal and replacement of windows, perform mechanical upgrades which would impact roofing and stairwells, and to upgrade the building infrastructure including the basement mechanical spaces.

Note that this while design development drawings were used to assist the investigator and to assist in this preliminary survey, this report generally addresses conditions building wide.

The intention of this report is not to address specifically any individual scope of work but rather to indicate general conditions to aid in the design development of future "building wide renovations"; renovation phasing, and to further develop pre-construction or construction related abatements that either have been undertaken during the development phases or that may become necessary to accommodate future renovations.

III. ASBESTOS SURVEY

The asbestos surveys consisted of visual inspections and bulk sampling to identify ACM. Suspect ACM was located and samples were collected by a NYCDEP certified investigator (Wesley E. Richardson certification # 116037) on behalf of LEG.

Procedures for locating and identifying asbestos containing materials (ACM) were based on guidelines published by the United States Environmental Protection Agency (EPA).¹ Samples of suspect material were collected and submitted for laboratory analysis. Collected samples were placed in re-sealable plastic bags, assigned an identification number, and hand delivered to the laboratory for analysis.

Representative bulk samples were collected by penetrating the total depth of the material, providing a core of all material present. Determination of representative sampling is based

¹ Environmental Protection Agency, Guidelines for Controlling Asbestos-Containing Materials in Buildings, Office of Pesticides and Toxic Substances, EPA Report Number 560/5-85-024.

upon the material's physical characteristics and distribution throughout the survey area. Sample analysis is performed in accordance with procedures described in the New York State Department of Health Environmental Laboratory Approval Program Certification Manual as "Polarized-Light Microscope Methods for Identifying and Quantification of Asbestos in Bulk Samples," Item No. 198.1.

All bulk samples were collected by LEG personnel and delivered to AmeriSci New York located at 117 East 30th Street, New York, NY. AmeriSci is certified by the New York State Department of Health Environmental Laboratory Approval Program (ELAP 11480). (NYSDOH ELAP certifications are included in Appendix B).

IV. DISCUSSION COMMON AREAS

LEG has inspected accessible spaces throughout the building from the basement level to the roof. (Note that the survey has been limited due to the occupancy of units that are proposed as part of future development work.)

This building is of concrete masonry construction and the survey has identified similar construction materials from the first floor through penthouse level.

There are two common corridors on all of the residential floors. The elevator corridor is the east-west corridor leading to stairwell C and the north-south corridor runs along the east side, leading to stairwell B. The building has two interior fire escape stairwells, stairwell D on the west side and stairwell A on the east side.

PLASTERS

Four different homogeneous plasters (identified visually and by touch) were identified in the building. They are the boiler room ceiling, the wall plaster along the east-west corridor (rough finish) and the wall plaster along the north-south corridor, (smooth finish) and the remaining corridor and interior apartment and plasters (smooth) applied to concrete masonry substrates.

Note that all plaster ceilings outside the boiler room were found to be attached to the concrete slab substrate.

With the exception of the boiler room ceiling, which was found to be an asbestos containing material and visually displayed a rougher finish and was softer to the touch than the remaining plasters, the analysis results for the collected plaster samples indicated no asbestos detected throughout the building.

INFRASTRUCTURE – CORRIDOR FLOORS – CUT THROUGHES & FIRE DOORS

There are two types of fire doors found throughout the building. Both types are metal clad wooden doors with non-suspect wooden cores. These are the fire doors to each of the apartments from the corridors. The second type of fire doors were only found in the basement. Photos of both types can be seen in the photo log, Appendix D.

The flooring outside of the apartments is constructed as follows. There is a one inch thick layer of terrazzo flooring over a six inch concrete slab. The first floor has three types of terrazzo flooring in a pattern, tan, brown, and a greenish terrazzo, but the upper floors

have two types of terrazzo flooring, tan and orange. The concrete slab and the four types of terrazzo flooring were all determined to be non-ACM by laboratory analysis.

Two stairwells, A & D, are interior fire escapes with plaster walls and ceilings. These two stairwells are steel framed with concrete steps.

Analysis results for all terrazzo, concrete flooring and plasters to be impacted by the infrastructure work indicated no asbestos detected.

V. ASBESTOS IDENTIFIED

ACM IDENTIFIED BOILER ROOM AND BASEMENT LEVEL

At the request of the owner's representatives, in preparation for infrastructure work, the survey work addressed the basement areas of the building at its commencement. During the survey, asbestos containing materials were identified within the boiler room, on the ceiling, on breeching, as tank insulation and on pipe runs and risers in the following estimated quantities:

Acoustical plaster ceiling	Approximately 1,500 SF
Boiler Breeching	Approximately 600 SF
Tank Insulation	Approximately 400 SF
Pipe Lagging and Insulation	Approximately 300 LF

ACM IDENTIFIED PENTHOUSE ROOFING BUILD UP (ABOVE PENTHOUSE)

Note that this report excludes the penthouse level wrap around roofs, the bulkhead roof above the areas tested, and any roofing at the water tower level.

The roofing material above the penthouse level and the skylight constructions at this level were tested for asbestos content. Laboratory analysis of samples collected of these roofing sealant materials indicated that were asbestos containing materials. Below is a list of the five individual materials identified as ACM on the "penthouse top" roof :

- ▶ Built-up Roofing Top Felts
- ▶ Built-up Roofing Bottom Felts
- ▶ Flashing
- ▶ Tar on Skylight
- ▶ Pitch Pockets

In response to these findings, a partial roofing removal (3000 SF) was scheduled in the south and southwest portion of the penthouse top roof to address the removal of roofing materials necessary to support proposed future equipment placement and stairwell installation structural work.

These basement level and roof level abatements described above were performed as an abatement under an ACP-7 filing (TRU2524MN13) filed with the NYC DEP.

The ACM identified above was removed from the boiler room, basement and roofs during an abatement (NYCDEP TRU2524MN13) performed between November 10, 2013 and December 30, 2013.

Included in attachment A-1 are copies of a sketch indicating the basement locations of the ACM, the NYC filing (ACP-7) referenced above, and the Project Monitor's Report (ACP-15s) provided by LEG to the NYCDEP.

In response to these forms and a final architect's sign off (ATR1), the DEP will be able to generate a close-out form (ACP-21) indicating that the contractor and monitoring firm have reported this work and closed it out as complete. As of the date of this report, the ACP-21 has not been generated.

ACM WINDOW CAULK AND REMOVALS

Prior to LEG's involvement or survey work, casement windows were undergoing a building wide replacement based upon survey work performed by others. In addition, at the request of the Vorea Group, to ensure that the double hung windows' caulking was ACM, the window caulk on these double hung windows was sampled by LEG.

The double hung windows are replacement windows. The replacement window frames were found to have been installed in a manner that enclosed, rather than fully abated, the original ACM window caulk. On 09.25.13 the investigator found four of the windows on four different floors had ACM in the original window caulking.

During the continuing survey work, window removals continued under two ACP-7 filings (TRU 2030MN13 and 2629MN13). Included in attachment A-2 is a copy of the two NYC filings (ACP-7s) and the NYCDEP response generated close out form (ACP-21) indicating that the contractor and monitoring firm have reported this work and closed it out as complete.

ACM IN APARTMENTS

Steam lines were found to be insulated with ACM. These steam lines were found in the perimeter risers columns and that fed the radiators. In addition, steam lines were identified below the floor level, in aluminum/sheet metal sleeves, leading from the risers to the radiators. These sleeves are located under the wooden sub-flooring. It should be assumed that any penetration into an enclosed pipe riser chase would expose and have the potential to impact ACM pipe lagging.

The majority of the flooring was a wooden slat upon a wood sub-floor and/or ceramic tile. Fill, where identified, was sampled and found to be cementitious (non-asbestos). However, laboratory analysis indicated that miscellaneous vinyl floor tiles, mastic and linoleum contained asbestos.

During the design development, which occurred during the survey period, a full probe survey was performed on the unoccupied 10th floor of the building. A sketch indicating areas where ACM was identified on the 10th floor is included in Appendix A -3. Although it is assumed that these conditions would be typical throughout the building, any specific renovation to address a defined scope of work would require additional survey work to ensure that additional ACM or suspect materials not currently defined or assumed to exist would not be uncovered or subject to impact.

Not all areas of the building were accessible, however greater than 10% (15) of the building wide apartments, including all 10th floor apartments, were accessible from the commencement of the survey to a degree that allowed for probe demolition.

All interior domestic water lines within the apartments, where they were identifiable, were insulated with fiberglass (non-suspect) pipe lagging.

PHASE 2 A – ACM IN INTERIOR RENOVATION FILING

During design development, the first phase of construction related to the interior apartment renovations was developed and is in the process of being filed with the NYC Department of Buildings.

In response to this design development, further survey work was performed and an asbestos abatement scope of impact to address this filing was developed. This project will include work on the 1st, 12th, 14th, 15th, and 16th floors.

This scope of work does not address all ACM within the footprint of the work areas as it excludes pipe chases which are not intended to be impacted during the work. However, all assumed or identified flooring materials (157 square feet) and all risers subject to impact (618 square feet) are included on this filing.

Appendix A-4 includes both a sketch of the identified ACM to be abated and a copy of the signed ACP-7 which is currently being processed by the applicant (NY Insulation) on behalf of the owner, for filing of the project with the NYC DEP Asbestos Technical Review Unit.

VI GENERAL NOTES and SUMMARY SAMPLING CHART

As previously noted, the intention of this report is not to specifically address any individual scope of work but rather to indicate general conditions to aid in the design development of future "building wide renovations", renovation phasing and to further develop pre-construction or construction related abatements that either have been noted above or may become necessary to accommodate future renovations.

Any and all ACM with the potential to be impacted needs to be addressed by a licensed New York State asbestos abatement contractor, in compliance with all federal state and local rules and regulations. The US Environmental Protection Agency (USEPA) defines ACM as any material with greater than 1% asbestos. If embedded or other building materials not listed in this report are uncovered during any future work in this building, all work should stop until the suspect materials can be sampled by a NYC certified investigator.

Any specific renovation designed to address a defined scope of work would require a plan review and additional survey work to ensure that additional ACM or suspect materials not currently defined or assumed to exist would not be uncovered or subject to impact.

(See Appendix E for all laboratory results and chain of custody forms).

Suspect Materials Sampled

Locations	# Samples Analyzed	Material	PLM	TEM
Boiler Room	1	Boiler Room Ceiling	40%	Not Required
Boiler Room	1	Boiler Room East Tank	50%	Not Required
Boiler Room	1	Boiler Room West Tank	57.1%	Not Required
Boiler Room	1	Boiler Room Breech	17.4%	Not Required
Boiler Room	1	Boiler Room Pipe Lagging	16%	Not Required
Boiler Room	1	Transite Panel	22.2%	Not Required
Boiler Room	3	Boiler Room Boiler Insulation	NAD	Not Required
BSMT Apartment	2	Gypsum Board Composite	NAD	Not Required
BSMT Apartment	3	Plaster	NAD	Not Required
BSMT Apartment	3	Scratch Coat	NAD	Not Required
BSMT Apartment	2	Ceramic Floor Grout	NAD	Not Required
Common Corridors	9	Plaster	NAD	Not Required
Common Corridors	9	Scratch Coat	NAD	Not Required
Common Corridors	3	Slab Core	NAD	Not Required
Common Corridors	2	Brown Terrazzo	NAD	Not Required
Common Corridors	3	Concrete Step	NAD	Not Required
Common Corridors	2	Orange Terrazzo	NAD	Not Required
Common Corridors	2	Tan Terrazzo	NAD	Not Required
Common Corridors	1	Greenish Terrazzo	NAD	Not Required
Common Corridors	2	Fire Door Core	NAD	Not Required
North Elevation	1	Steam Pipe Lagging	57.1%	Not Required
Apartment Walls	3	Plaster	NAD	Not Required
Apartment Walls	3	Scratch Coat	NAD	Not Required
Apartment Walls	2	Pyrobar Block	NAD	Not Required
Common Corridors	9	Rough Wall Plaster	NAD	Not Required
Apartment Walls	8	Wall Plaster	NAD	Not Required
Apartment Walls	8	Wall Scratch Coat	NAD	Not Required
Apartment Ceilings	8	Ceiling Plaster	NAD	Not Required
Apartment Ceilings	8	Ceiling Scratch Coat	NAD	Not Required
Apartments	3	Column Plaster	NAD	Not Required
Apartments	3	Column Scratch Coat	NAD	Not Required
Apartment Windows	2	Black Window Caulk	NAD	1.6%
Apartment Windows	2	Tan Window Caulk	NAD	NAD
Common Corridors	3	Rough Scratch Coat	NAD	Not Required
Exterior Walls	1	Vapor Barrier	NAD	NAD
Roof	2	Built-up Roofing Upper Felts	9.7%	Not Required
Roof	1	Built-up Roofing Lower Felts	6%	Not Required
Roof	1	Flashing	3.1%	Not Required
Roof	1	Tar On Skylight	4.1%	Not Required
Roof	1	Pitch Pockets	11.3%	Not Required
Apartments	3	Black Window Caulk	NAD	NAD
Apartments	3	Tan Window Caulk	NAD	NAD
Apartments	2	Tan 12" x 12" Floor Tile	NAD	NAD
Apartments	2	Peal-N-Stick Floor Tile	NAD	NAD
Apartments	2	Floor Slab	NAD	NAD
Apartments	2	Ceiling Slab	NAD	NAD
Apartments	3	Peal-N-Stick Floor Tile	NAD	NAD
Apartments	2	Tan 12" x 12" Floor Tile	NAD	NAD
Apartments	2	Tan 12" x 12" Floor Tile, II	NAD	NAD
Apartments	2	Black 12" x 12" Floor Tile	NAD	NAD
Apartments	2	Brown Paper	NAD	NAD
Apartments	1	Lt. Gray 12" x 12" Floor Tile	NAD	NAD
Apartments	1	Red Floor Tile	2.7%	Not Required
Apartments	1	Black Mastic	1.6%	Not Required
Apartments	1	Yellow 12" x 12" Floor Tile	2%	Not Required
Apartments	2	Black Paper	NAD	Not Required

Locations	# Samples Analyzed	Material	PLM	TEM
Apartments	3	Brown 12" x 12" Floor Tile	NAD	NAD
Apartments	2	Red Linoleum	NAD	NAD
Apartments	2	Gray 12" x 12" Floor Tile	NAD	NAD
Apartments	2	Pyrobar Block	NAD	Not Required
Apartments	2	Paper In Wall	NAD	Not Required
Apartments	2	Vapor Barrier	NAD	Not Required
Apartments	7	Black Window Caulk	6.5%	Not Required
Apartments	8	Black Window Caulk	14.2%	Not Required
Penthouses	2	Tar Paper, Windows	NAD	NAD

* – % Chrysotile Asbestos

NAD – No Asbestos Detected

APPENDIX A-1

SKETCH OF BASEMENT LEVEL ACM

ABATED UNDER TRU 2524MN13

ACP-7 TRU 2524MN13

ACP- 15 – Project Monitors Sign Off – Roofing and Basement

DEMOLITION LEGEND	
	STANDARD
	DEMOLITION
	NOT A PART OF THIS PROJECT
	NOT A PART OF THIS PROJECT

NOTE: ALL ROOMS TO BE DEMOLISHED ARE SHOWN WITH A DOTTED LINE.

ACOUSTICAL PLASTER CEILING
1440 SF

BREACH 600 SF

TANK INSULATION 200 SF EACH

TRANSITE PANEL ON WALL

PIPE INSULATION

PIPE RISERS

225 LF PIPING IN THE BOILER ROOM

GOLF PIPING IN THE TANK ROOM

10 LF PIPING IN CORRIDOR

100% DEMO

08.24.17

303 WEST END AVENUE

MADEIRA, NY

KIRBY REINER ARCHITECTS, PLLC
ARCHITECTS
100 WEST END AVENUE
MADEIRA, NY 10545

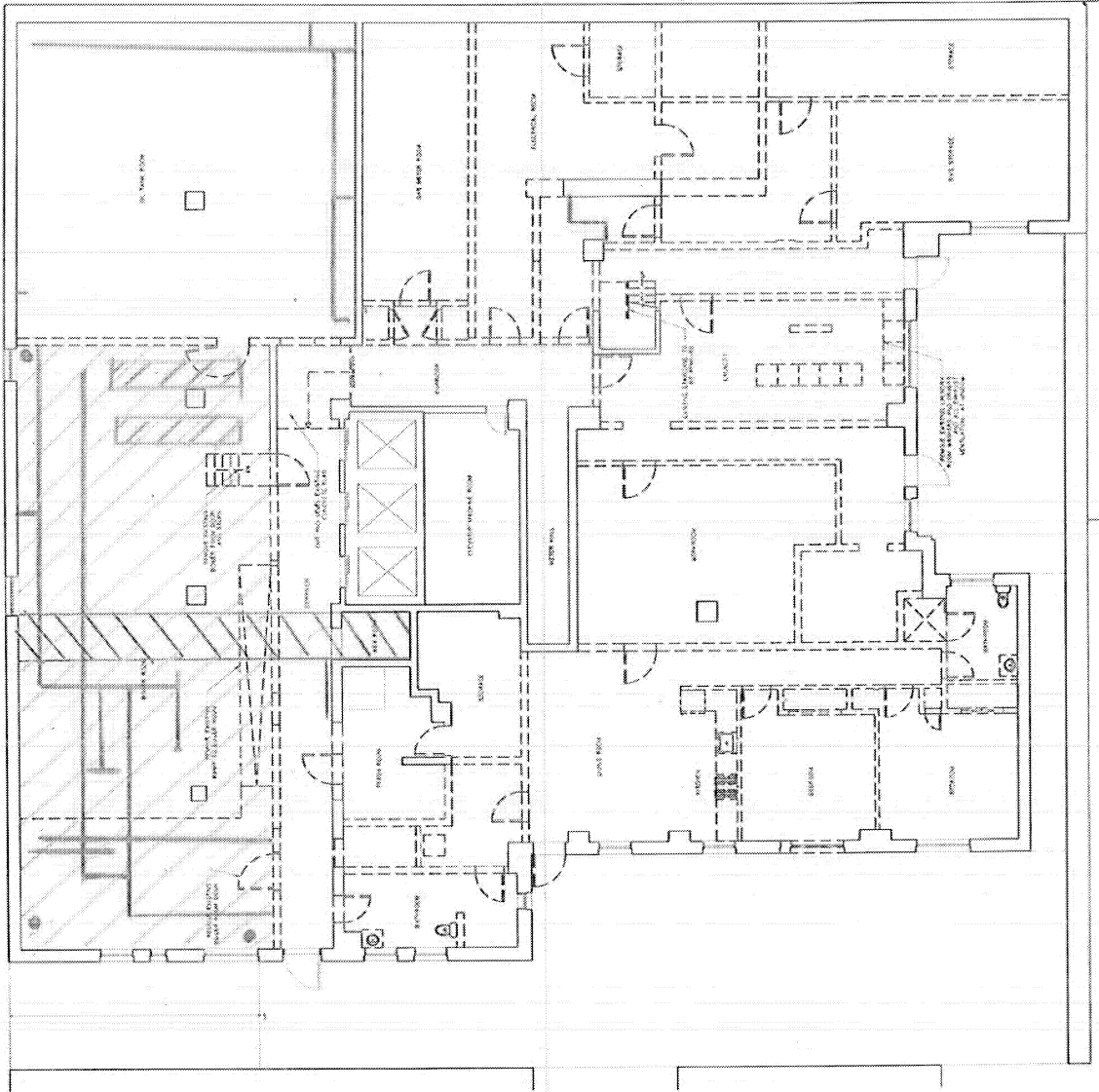
BASEMENT DEMOLITION
PLAN

FULL SCALE

PROJECT: 205

SHEET: 2007-00

01 BASEMENT DEMOLITION PLAN





NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Asbestos Control Program
 59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS PROJECT NOTIFICATION (Form ACP7)



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. 393 Street Name West End Avenue Borough Manhattan Zip 10024
 2. AKA _____ Type of Facility Residence BIN 1031127 Block 01186 Lot 0083
 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

II. BUILDING OWNER

7. Name CS 393 LLC Address 230 Park Avenue Suite 539
 8. City New York State NY Zip 10169 Contact Person Matthew Baron
 9. Tel. # (212) 953-7777 Fax # (212) 973-7054 Email mbaron@simondev.com

III. APPLICANT

10. Applicant's Affiliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
 11. Name New York Insulation, Inc. Address 58-48 59th Street
 12. City Maspeth State NY Zip 11378 Contact Person Anthony Cardinale
 13. Tel. # 7183260125 Fax # 7183263958 Email nyinsulate@aol.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation Inc. DOL Lic. # 28640 Address 58-48 59th Street
 15. City Maspeth State NY Zip 11378 Contact Person Anthony Cardinale
 16. Tel. # 718-326-0125 Fax # 718-326-3958 Email NYInsulate@aol.com

V. THIRD PARTY AIR MONITOR

17. Name Lawrence Environmental Group, LLC DOL Lic. # 29546 Address 350 Lexington Ave. 12th Floor PH
 18. City New York State NY Zip 10016 Contact Person Lawrence Environmental Group, LLC
 19. Tel. # (212) 682-2001 Fax # (212) 682-1991 Email ssmith@legllc.com
 20. Sample Analysis Laboratory Green Planet / Amerisci NYS DOH ELAP # 1197211480

VI. PROJECT INFORMATION

21. Start date 11/7/2013 Projected completion date 10/24/2014
 22. Asbestos work schedule Monday 8:00AM - 6:30PM, Tuesday 8:00AM - 6:30PM, Wednesday 8:00AM - 6:30PM, Thursday 8:00AM - 6:30PM, Friday 8:00AM - 6:30PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU2524MN13	\$1,200.00	



23. Total amount of asbestos-containing material 5,245 Square Feet, and/or 295 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: DEP Variance, Exterior Foam, 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 #
TRU2524MN13	\$1,200.00	



1162656

VIII. ASBESTOS HAULER

30. Asbestos Hauler ATC NYS DEC Permit # 1A-371 TEL.# (631) 924-5050Disposal Site(s) Minerva Enterprises 9000 Minerva Road Waynesburg OH 44688Asbestos Hauler New York Insulation, Inc. NYS DEC Permit # 2A-448 TEL.# (718) 326-0125Disposal Site(s) Minerva Enterprises 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 5,245 Square Feet, and/or 295 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	Variance Required
						Square Feet	Linear Feet		
Basement	No	Boiler Room	Removal	Full Containment	Acoustical Plaster Ceiling	1,440		Yes	No
Basement	No	Boiler Room	Removal	Full Containment	Tank Insulation	200		Yes	No
Basement	No	Boiler Room	Removal	Full Containment	Pipe Insulation, Fittings & Elbows		225	Yes	No
Basement	No	Boiler Room	Removal	Full Containment	Boiler Breech Insulation	440		Yes	No
Basement	No	Corridor	Removal	DEP Variance	Pipe Insulation, fittings & elbows		10	No	Yes
Basement	No	Hallway	Removal	DEP Variance	Boiler Breeching Insulation	150		Yes	Yes
Basement	No	Hallway	Removal	DEP Variance	Transite Panel on Wall	15		Yes	Yes
Basement	No	Tank Room	Removal	DEP Variance	Pipe Insulation, fittings & elbows		60	No	Yes
Roof	No	Main Roof	Removal	Exterior Foam	Roof Membrane	2,500		No	No
Roof	No	Main Roof	Removal	Exterior Foam	Roof Flashing	500		No	No
					TOTAL ACM	5,245	295		

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 #
TRU2524MN13	\$1,200.00	



1162655



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
PROJECT MONITOR'S REPORT



This form must be submitted to NYC DEP within three weeks after completion of post-abatement clearance air monitoring

I. Project Information

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

Asbestos Project Notification TRU # TRU2524MN13

This form is being filed for ☐ the entire project ☒ only the part of the project indicated below.

II. Certification

I, ILIA DANELIA, hereby certify as follows:

1. I am currently certified as a Project Monitor by the New York State Department of Labor.
2. I conducted an inspection of the asbestos work area(s) at the above- referenced premises, as follows:

Floor	Entire Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		Date of Successful Clearance Air Monitorig	Date of Inspection	DOB Job Number(s) (if applicable)
				Square Feet	Linear Feet			
Roof	No	Main Roof	Roof Membrane	2,500		12/30/2013	12/31/2013	
Roof	No	Main Roof	Roof Flashing	500		12/30/2013	12/31/2013	
			TOTAL	3,000				

3. My inspection disclosed that the asbestos project (or part thereof) described above was completed and that all work areas were free of visible asbestos-containing debris or residue.
4. I have reviewed the post-abatement clearance air monitoring data for all work areas described above and attest that the results are within the threshold levels for re-occupancy as specified in section 1-43 of the DEP Asbestos Rules, or, if post-abatement clearance air monitoring was not required for this project, that the results of the air monitoring conducted during the project did not exceed 0.01 f/cc or the background levels.
5. I have reviewed the Asbestos Project Notification (ACP-7) and the asbestos survey, and the ACM listed in the ACP7 Form for the above-referenced areas matches the ACM indicated to be present in those areas by the asbestos survey.

III. Signature

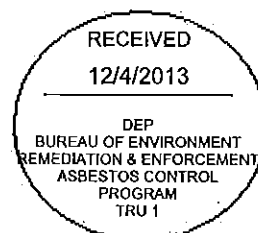
ILIA DANELIA	13-06760	4/1/2014
Name (please print):	Lic#	Expiration date:
ILIA DANELIA	(718) 687-6007	
Name of the Company	Telephone #	Email
Project Monitor Signature	Date	



1735593



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Asbestos Control Program
 59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
PROJECT MONITOR'S REPORT



This form must be submitted to NYC DEP within three weeks after completion of post-abatement clearance air monitoring

I. Project Information

Premise Address 393 West End Avenue Borough Manhattan Zip 10024
 Asbestos Project Notification TRU # TRU2524MN13

This form is being filed for ☐ the entire project ☒ only the part of the project indicated below.

II. Certification

I, ILIA DANELIA, hereby certify as follows:

1. I am currently certified as a Project Monitor by the New York State Department of Labor.
2. I conducted an inspection of the asbestos work area(s) at the above- referenced premises, as follows:

Floor	Entire Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		Date of Successful Clearance Air Monitoring	Date of Inspection	DOB Job Number(s) (if applicable)
				Square Feet	Linear Feet			
Basement	No	Boiler Room	Acoustical Plaster Ceiling	1,440		11/18/2013	11/19/2013	
Basement	No	Boiler Room	Tank Insulation	200		11/18/2013	11/19/2013	
Basement	No	Boiler Room	Pipe Insulation, Fittings & Elbows		225	11/18/2013	11/19/2013	
Basement	No	Boiler Room	Boiler Breech Insulation	440		11/18/2013	11/19/2013	
Basement	No	Tank Room	Pipe Insulation, fittings & elbows		60	11/20/2013	11/21/2013	
Basement	No	Corridor	Pipe Insulation, fittings & elbows		10	11/21/2013	11/22/2013	
Basement	No	Hallway	Boiler Breeching Insulation	150		11/19/2013	11/20/2013	
Basement	No	Hallway	Transite Panel on Wall	15		11/19/2013	11/20/2013	
TOTAL				2,245	295			

3. My inspection disclosed that the asbestos project (or part thereof) described above was completed and that all work areas were free of visible asbestos-containing debris or residue.

4. I have reviewed the post-abatement clearance air monitoring data for all work areas described above and attest that the results are within the threshold levels for re-occupancy as specified in section 1-43 of the DEP Asbestos Rules, or, if post-abatement clearance air monitoring was not required for this project, that the results of the air monitoring conducted during the project did not exceed 0.01 f/cc or the background levels.

5. I have reviewed the Asbestos Project Notification (ACP-7) and the asbestos survey, and the ACM listed in the ACP7 Form for the above-referenced areas matches the ACM indicated to be present in those areas by the asbestos survey.

III. Signature

ILIA DANELIA Name (please print):	13-06760 Lic#	4/1/2014 Expiration date:
ILIA DANELIA Name of the Company	(718) 687-6007 Telephone #	Email
Project Monitor Signature	Date	



1735082

APPENDIX A-2

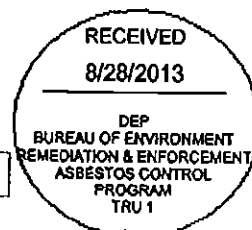
Window Removal

(2) ACP-7's TRU# 2030 and 2629MN13

(2) ACP- 21's – Project Close Outs Forms



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Asbestos Control Program
 59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS PROJECT NOTIFICATION (Form ACP7)



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. 393 Street Name West End Avenue Borough Manhattan Zip 10024
 2. AKA _____ Type of Facility Residence BIN 1031127 Block 01186 Lot 0083
 3. Is the abatement activity not associated with a building / structure (i.e., 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

II. BUILDING OWNER

7. Name Mathew Baron Address 230 Park Avenue
 8. City NYC State NY Zip 10169 Contact Person Mathew Baron
 9. Tel. # (347) 203-8205 Fax # (212) 973-7054 Email tli@simondey.com

III. APPLICANT

10. Applicant's Affiliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
 11. Name Tristate Cleaning Solutions Inc Address 124-17 18th Avenue
 12. City College Point State NY Zip 11356 Contact Person Gustavo Lopez
 13. Tel. # 7183532318 Fax # _____ Email tristatecleaning481@gmail

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name Tristate Cleaning Solutions Inc. DOL Lic. # 70891 Address 124-17 18th Ave.
 15. City College Point State NY Zip 11356 Contact Person Gustavo Lopez
 16. Tel. # 718-353-1238 Fax # _____ Email tristatecleaning481@gmail.com

V. THIRD PARTY AIR MONITOR

17. Name Lawrence Environmental Group, LLC DOL Lic. # 29546 Address 350 Lexington Ave. 12th Floor PH
 18. City New York State NY Zip 10016 Contact Person Lawrence Environmental Group, LLC
 19. Tel. # 212-682-2001 Fax # 212-682-1991 Email ssmith@legllc.com
 20. Sample Analysis Laboratory Green Palnet/Amerisci NYS DOH ELAP # 11972

VI. PROJECT INFORMATION

21. Start date 9/6/2013 Projected completion date 1/24/2014
 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, Sunday 8:00AM - 5:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

TRU #	ACP7 Fee	EN #
TRU2030MN13	\$400.00	



1160808

23. Total amount of asbestos-containing material 122 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

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 #
TRU2030MN13	\$400.00	



1150808

VIII. ASBESTOS HAULER

30. Asbestos Hauler ALR Environmental Corp NYS DEC Permit# 2A-642 TEL# (718) 359-6000
 Disposal Site(s) 110 Sand & Gravel 136 Spagnoli Road Melville NY 11747

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 122 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	Variance Required
						Square Feet	Linear Feet		
10th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	2		No	No
10th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
12th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
14th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
15th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
15th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
16th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
16th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
1st	No	East elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
1st	No	north elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
1st	No	west elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
2nd	No	east elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
2nd	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
2nd	No	west elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
3rd	No	south elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
3rd	No	west courtyard	Removal	Exterior Vertical Surface	window caulking	1		No	No

TRU #	ACP7 Fee	EN #
TRU2030MN13	\$400.00	



1160805

3rd	No	west elevation	Removal	Exterior Vertical Surface	window caulking	5	No	No
4th	No	East courtyard elevation	Removal	Exterior Vertical Surface	window caulking	2	No	No
4TH	No	east elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
4th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	4	No	No
4th	No	west elevation	Removal	Exterior Vertical Surface	window caulking	6	No	No
5th	No	East courtyard elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
5th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	4	No	No
5th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
5th	No	west elevation	Removal	Exterior Vertical Surface	window caulking	7	No	No
7th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
8th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	8	No	No
8th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
9th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
9th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	4	No	No
basement	No	south elevation	Removal	Exterior Vertical Surface	window caulking	1	No	No
basement	No	west courtyard	Removal	Exterior Vertical Surface	window caulking	1	No	No
basement	No	west elevation	Removal	Exterior Vertical Surface	window caulking	2	No	No
Penthouse	No	East elevation	Removal	Exterior Vertical Surface	window caulking	2	No	No
Penthouse	No	north elevation	Removal	Exterior Foam	window caulking	10	No	No
TOTAL ACM						122		

Please note:

TRU #	ACP7 Fee	EN #
TRU2030MN13	\$400.00	



1159806

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 #
TRU2030MN13	\$400.00	



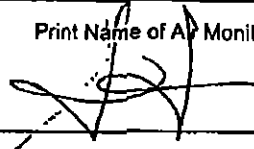
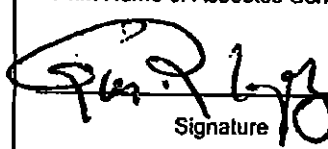
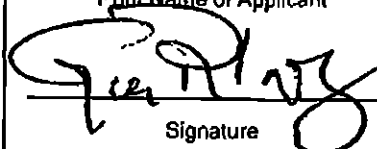
1150806

Facility Address:

Premise No 393 Street Name West End Avenue Borough Manhattan Zip 10024

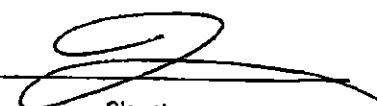
X. SIGNATURES

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.

Lawrence Environmental Group, LLC Print Name of Air Monitor  Signature <u>8/26/13</u> Date	Tristate Cleaning Solutions Inc. Print Name of Asbestos Contractor  Signature <u>8-26-13</u> Date	Tristate Cleaning Solutions Inc. Print Name of Applicant  Signature <u>8-26-13</u> Date
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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.

Mathew Baron
 Print Name of Owner


 Signature

Aug. 26th 2013
 Date

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
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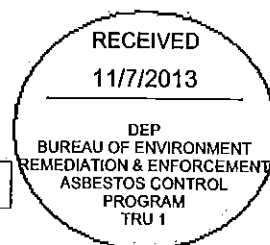
ACP7 Fee	EN #
\$400.00	



1152908



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
 Asbestos Control Program
 59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS PROJECT NOTIFICATION (Form ACP7)



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I. FACILITY

1. Premise No. 393 Street Name West End Avenue Borough Manhattan Zip 10024
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 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

II. BUILDING OWNER

7. Name CS 393 LLC Address 230 Park Avenue
 8. City NYC State NY Zip 10169 Contact Person Mathew Baron
 9. Tel. # (347) 203-8205 Fax # (212) 973-7054 Email tli@simondey.com

III. APPLICANT

10. Applicant's Affiliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
 11. Name Tristate Cleaning Solutions Inc Address 124-17 18th Avenue
 12. City College Point State NY Zip 11356 Contact Person Gustavo Lopez
 13. Tel. # 7183532318 Fax # _____ Email tristatecleaning481@gmail

IV. ASBESTOS ABATEMENT CONTRACTOR

- Tristate Cleaning Solutions
 14. Name Inc. DOL Lic. # 70891 Address 124-17 18th Ave.
 15. City College Point State NY Zip 11356 Contact Person Gustavo Lopez
 16. Tel. # 718-353-1238 Fax # _____ Email tristatecleaning481@gmail.com

V. THIRD PARTY AIR MONITOR

- Lawrence Environmental Group,
 17. Name LLC DOL Lic. # 29546 Address 350 Lexington Ave. 12th Floor
 18. City New York State NY Zip 10016 Contact Person Lawrence Environmental Group, LLC
 19. Tel. # (212) 682-2001 Fax # (212) 682-1991 Email ssmith@legllc.com
 20. Sample Analysis Laboratory Green Planet/Amerisci NYS DOH ELAP # 1197211480

VI. PROJECT INFORMATION

21. Start date 11/15/2013 Projected completion date 1/24/2014
 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, Sunday 8:00AM - 5:00PM

Access to inspect the premises must be provided during the work schedule indicated above.

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23. Total amount of asbestos-containing material 429 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

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

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VIII. ASBESTOS HAULER

30. Asbestos Hauler ALR Environmental Corp NYS DEC Permit # 2A-642 TEL.# (718) 359-6000
 Disposal Site(s) 110 Sand & Gravel 136 Spagnoli Road Melville NY 11747

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 429 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	Variance Required
						Square Feet	Linear Feet		
10	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
10	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
10th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
10th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
10th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
10th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
11th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
11th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
11th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
11th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
11th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
11th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
12th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
12th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
12th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
12th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	4		No	No

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12th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
12th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
14th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
14th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
14th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
14th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	4		No	No
14th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
14th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
15th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
15th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
15th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
15th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
15th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
16th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
16th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
16th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
16th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	4		No	No
16th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
16th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
1st	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
1st	No	East courtyard	Removal	Exterior Vertical Surface	window caulking	1		No	No
1st	No	south elevation	Removal	Exterior Vertical Surface	window caulking	3		No	No

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1st	No	west elevation	Removal	Exterior Vertical Surface	window caulking	7		No	No
2nd	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
2nd	No	East courtyard	Removal	Exterior Vertical Surface	window caulking	1		No	No
2nd	No	south elevation	Removal	Exterior Vertical Surface	window caulking	3		No	No
2nd	No	west elevation	Removal	Exterior Vertical Surface	window caulking	7		No	No
3rd	No	East courtyard	Removal	Exterior Vertical Surface	window caulking	1		No	No
3rd	No	east elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
3rd	No	north elevation	Removal	Exterior Vertical Surface	window caulking	12		No	No
3rd	No	south elevation	Removal	Exterior Vertical Surface	window caulking	1		No	No
3rd	No	west elevation	Removal	Exterior Vertical Surface	window caulking	6		No	No
4th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
4TH	No	east elevation	Removal	Exterior Vertical Surface	window caulking	7		No	No
4th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
4th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	2		No	No
4th	No	west elevation	Removal	Exterior Vertical Surface	window caulking	6		No	No
5th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
5th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	7		No	No
5th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
5th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	2		No	No
5th	No	west elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
6th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
6th	No	East courtyard	Removal	Exterior Vertical Surface	window caulking	1		No	No

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6th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
6th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	3		No	No
6th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	10		No	No
7th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
7th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
7th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
7th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
7th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	3		No	No
7th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
8th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
8th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
8th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
8th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	6		No	No
8th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
8th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
9th	No	Courtyard East	Removal	Exterior Vertical Surface	window caulking	1		No	No
9th	No	courtyard west	Removal	Exterior Vertical Surface	window caulking	1		No	No
9th	No	east elevation	Removal	Exterior Vertical Surface	window caulking	8		No	No
9th	No	north elevation	Removal	Exterior Vertical Surface	window caulking	6		No	No
9th	No	south elevation	Removal	Exterior Vertical Surface	window caulking	5		No	No
9th	No	West elevation	Removal	Exterior Vertical Surface	window caulking	9		No	No
basement	No	East courtyard	Removal	Exterior Vertical Surface	window caulking	1		No	No

TRU #	ACP7 Fee	EN #
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basement	No	south elevation	Removal	Exterior Vertical Surface	window caulking	14		No	No
Penthouse	No	East elevation	Removal	Exterior Vertical Surface	window caulking	7		No	No
Penthouse	No	north elevation	Removal	Exterior Foam	window caulking	4		No	No
Penthouse	No	south elevation	Removal	Exterior Vertical Surface	window caulking	4		No	No
Penthouse	No	West elevation	Removal	Exterior Vertical Surface	window caulking	4		No	No
TOTAL ACM						429			

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 #
TRU2629MN13	\$800.00	



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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2030MN13

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

DEP Asbestos Control Program is in receipt of the following document (s)

☒ 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)

☒ Project Completion Form (partial project)

(See next page for the list of closed-out location(s) or 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: December 13, 2013

Signature



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2030MN13

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

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	
14th	north elevation	window caulking	8		
16th	north elevation	window caulking	8		
1st	East elevation	window caulking	1		
2nd	east elevation	window caulking	8		
2nd	north elevation	window caulking	8		
2nd	west elevation	window caulking	5		
3rd	west elevation	window caulking	5		
4th	East courtyard elevation	window caulking	2		
4th	south elevation	window caulking	4		
4th	west elevation	window caulking	6		
5th	East courtyard elevation	window caulking	1		
5th	east elevation	window caulking	4		
5th	west elevation	window caulking	7		
9th	north elevation	window caulking	4		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2030MN13

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

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	
basement	west elevation	window caulking	2		
basement	south elevation	window caulking	1		
basement	west courtyard	window caulking	1		
5th	south elevation	window caulking	1		
3rd	west courtyard	window caulking	1		
3rd	south elevation	window caulking	1		
1st	north elevation	window caulking	1		
1st	west elevation	window caulking	1		
8th	north elevation	window caulking	1		
7th	east elevation	window caulking	1		
12th	north elevation	window caulking	1		
9th	east elevation	window caulking	1		
4TH	east elevation	window caulking	1		
15th	east elevation	window caulking	1		

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRU2030MN13

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

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	
16th	east elevation	window caulking	1		
		TOTAL ACM	87		



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM - ACP21

TRD2629MINI 3

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

DEP Asbestos Control Program is in receipt of the following document (s)

☒ 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)

☒ Project Completion Form (partial project)

(See next page for the list of closed-out location(s) on 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: April 1, 2014

Signature

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM-ACP21

TRU2629MNI3

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

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	
10th	east elevation	window caulking		9	
10th	north elevation	window caulking		8	
14th	north elevation	window caulking		4	
15th	north elevation	window caulking		8	
16th	north elevation	window caulking		4	
5th	east elevation	window caulking		7	
8th	east elevation	window caulking		9	
9th	north elevation	window caulking		6	
8th	north elevation	window caulking		6	
7th	east elevation	window caulking		5	
12th	north elevation	window caulking		4	
9th	east elevation	window caulking		8	
4TH	east elevation	window caulking		7	
15th	east elevation	window caulking		5	

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NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION

Asbestos Control Program

59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373

ASBESTOS PROJECT COMPLETION FORM- ACP21

TRD2629MNL3

Premise Address 393 West End Avenue Borough Manhattan Zip 10024

CLOSED-OUT LOCATION(S) OF ABATEMENT

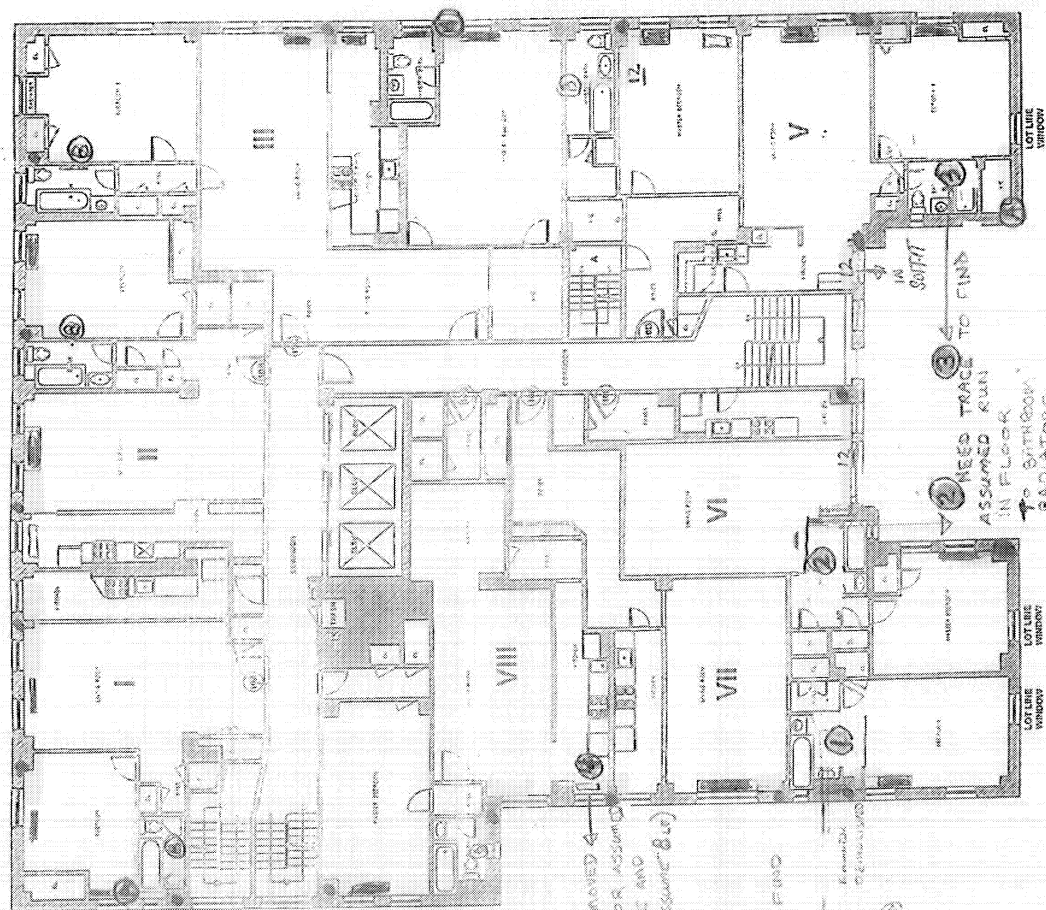
Floor	Section of Floor	Type of Asbestos Containing Material	Amount of ACM		DOB Job Number(s) (if applicable)
			Square Feet	Linear Feet	
16th	east elevation	window caulking	8		
11th	north elevation	window caulking	8		
7th	north elevation	window caulking	8		
6th	north elevation	window caulking	8		
5th	north elevation	window caulking	8		
4th	north elevation	window caulking	8		
3rd	north elevation	window caulking	12		
14th	east elevation	window caulking	9		
12th	east elevation	window caulking	9		
11th	east elevation	window caulking	9		
3rd	east elevation	window caulking	9		
TOTAL ACM			186		

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APPENDIX A-3

10th Floor – Sketch of ACM



- STEAM RISER SET
- ① ASSUMED STEAM RISER SET
APPX. 25 LF PER LOCATION
- STEAM LINE IN FLOOR
APPX. 6 LF PER LOCATION
- [EXCEPT WHERE MARKED AS 12 LF]
- ④ - AREA TO BE PROBED AND TAPPED
REMOVAL OF RUN IN FLOOR
NECESSARY
- ⑧ - ASSUMED LOCATION OF
ACM IN FLOOR RUN

STEAM RISER SETS 20×25 LF = 500 LF
STEAM LINES IN FLOOR = 156 LF
ASSUME LINES IN FLOOR = 44 LF
NOTE: (1, 2, 3, 4)

TOTAL	700 LF
-------	--------

* - QUANTITIES ARE ESTIMATE
CONTRACTOR TO FIELD VERIFY

NEED TRACE TO END
ASSUMED RUN

↓

INFORM TO
CATHEDRON
(PACIFIC GROUP)
ASSUME 12LE

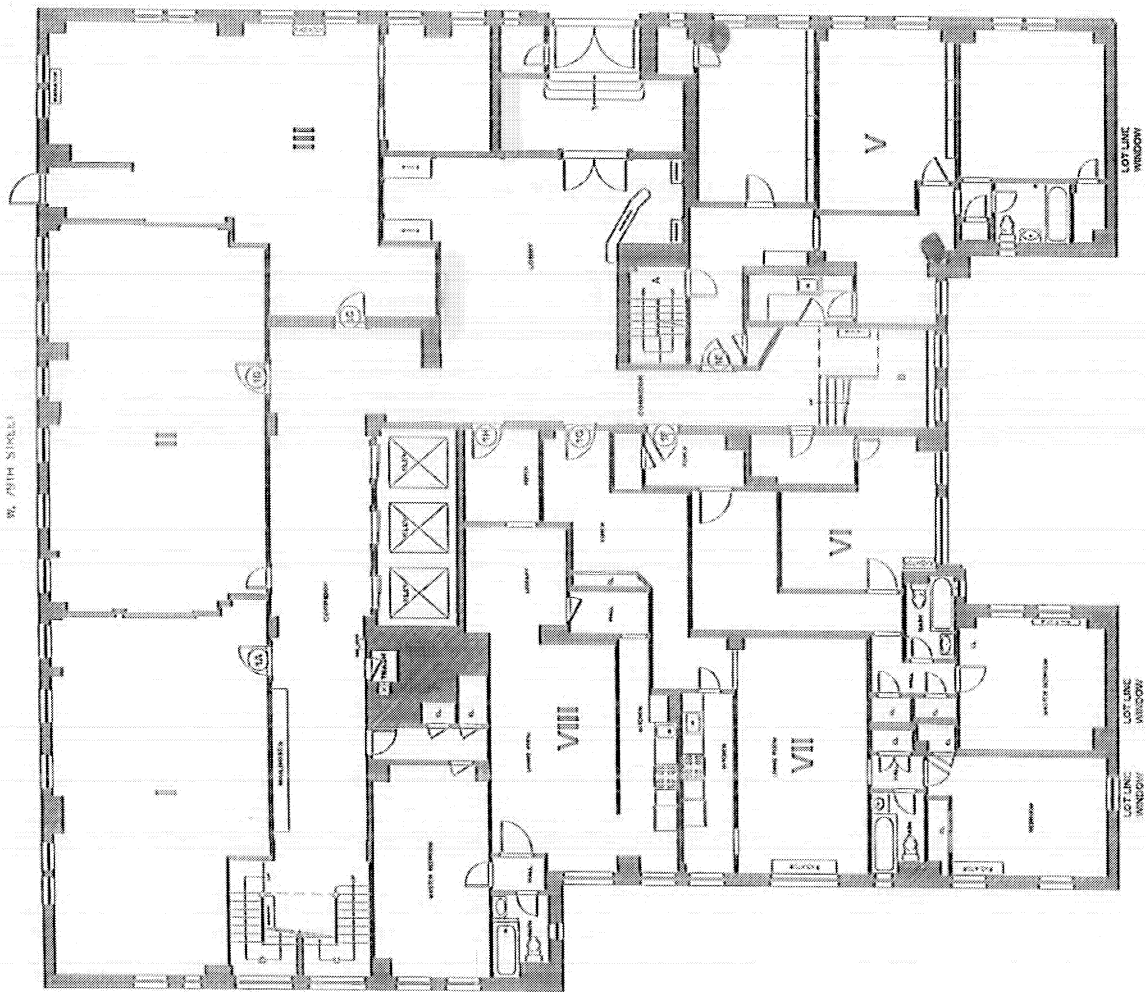
APPENDIX A-4

Phase 2A Renovation - Sketch of ACM

ACP-7 Being Processed

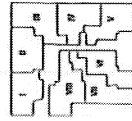
- SUB FLOOR
TO RADIATOR

- RISER



CLIENT MEETING
CLIENT MEETING
CLIENT MEETING

395 WEST END AVENUE



ANALYN RUTHERFORD ARCHITECTS, PLLC
ARCHITECTS
1000 WEST END AVENUE, SUITE 200
ANN ARBOR, MI 48106-1000
TEL: 734.769.1234
WWW.ANALYNRUTHERFORDARCHITECTS.COM

FLOOR 1

EXISTING PLAN

FULL SCALE
A-101.00
PROJECT 155

01 FLOOR 1 - EXISTING PLAN

ACM 121002

RISE LOCATION

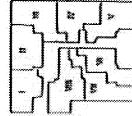
- VAT - LINOLEUM



O f about 10 countries making up

CALVERT INDUSTRIES	81.73.13
CO. NEW F. INDUSTRIES	91.99.13

393 WEST END AVENUE



REPLACEMENT AND CONTACTS, P.L.C.

FLOOR 12

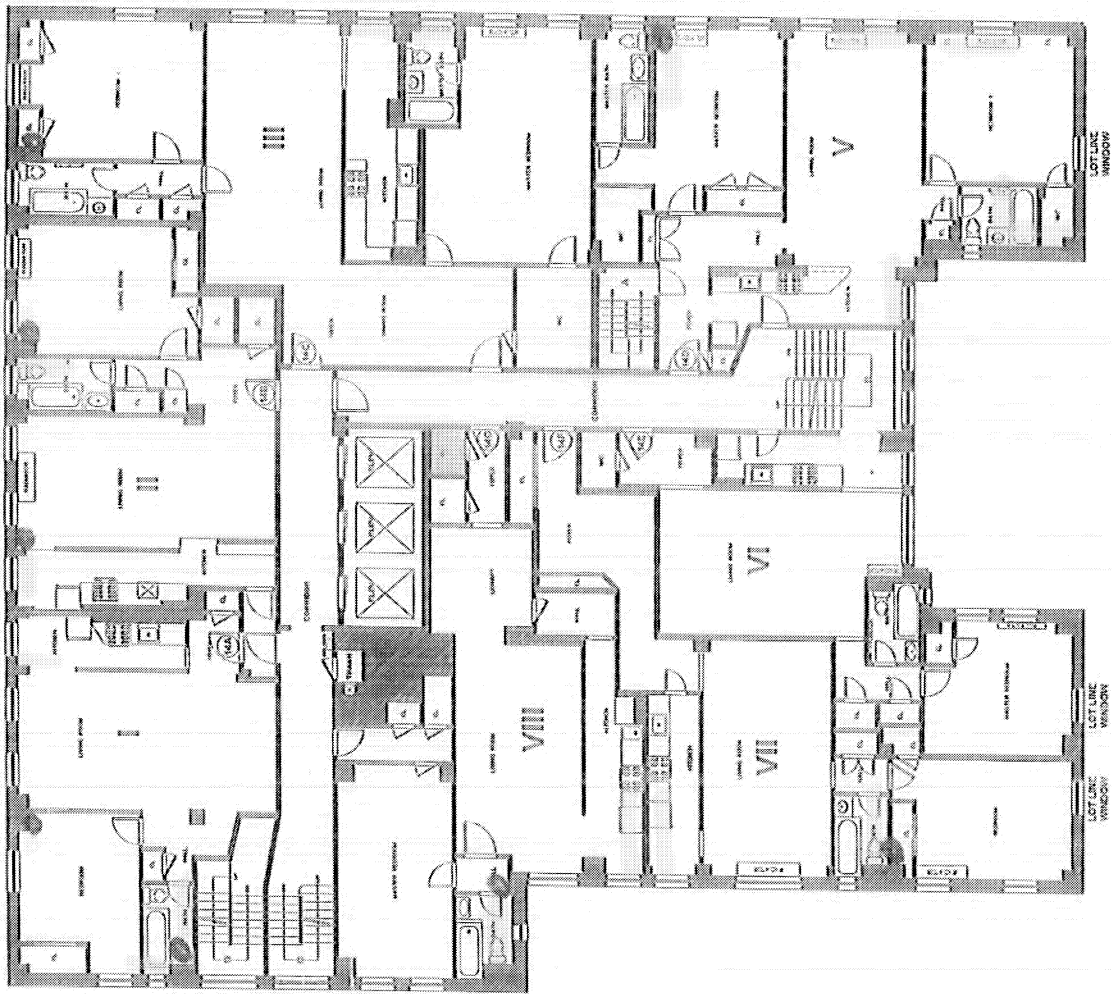
EXISTING PLAN

FULL SCALE
A-112.00
PROJECT: 195

- SUB FLOOR

- RISER

- FLOORING



CLIPPING
CLIPPING
CLIPPING

393 WEST END AVENUE



MINI REFINISHING ARCHITECTS, P.L.C.
1111 1111 1111 1111 1111
1111 1111 1111 1111 1111

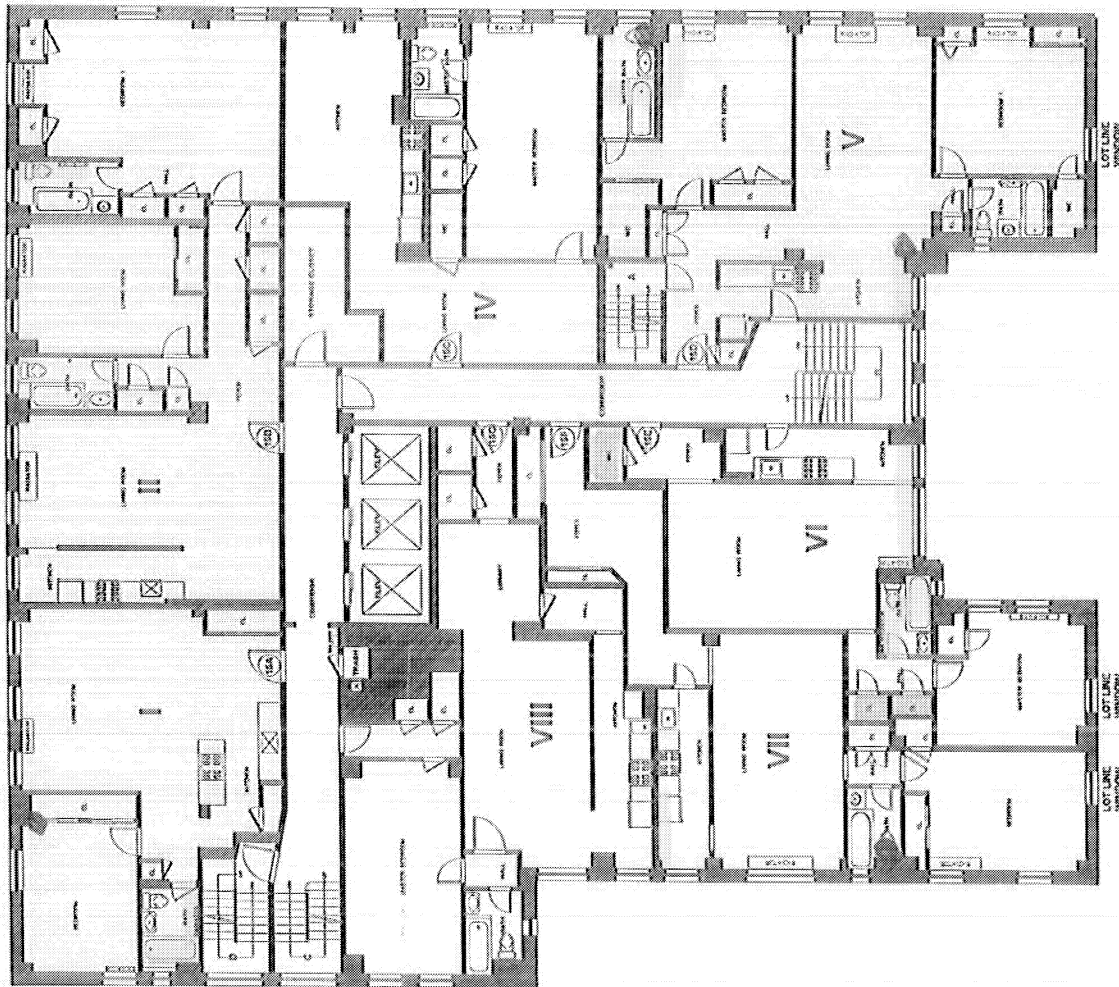
FLOOR 14

EXISTING PLAN

FULL SCALE A-114.00
PROJECT 155

01 FLOOR 14 EXISTING PLAN
1/11/11

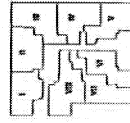
- ACM IN FLOOR
- RISER LOCATION
- FLOORING



01 FLOOR 15 EXISTING PLAN

CLIENT: METRO
CLIENT: METRO
CLIENT: METRO

393 WEST END AVENUE



WILLIS TOWERSWORTH ARCHITECTS, PLLC
1000 AVENUE OF THE AMERICAS
SUITE 2000
NEW YORK, NY 10020-1097
TEL: 212 512 2000
FAX: 212 512 2001

FLOOR 15

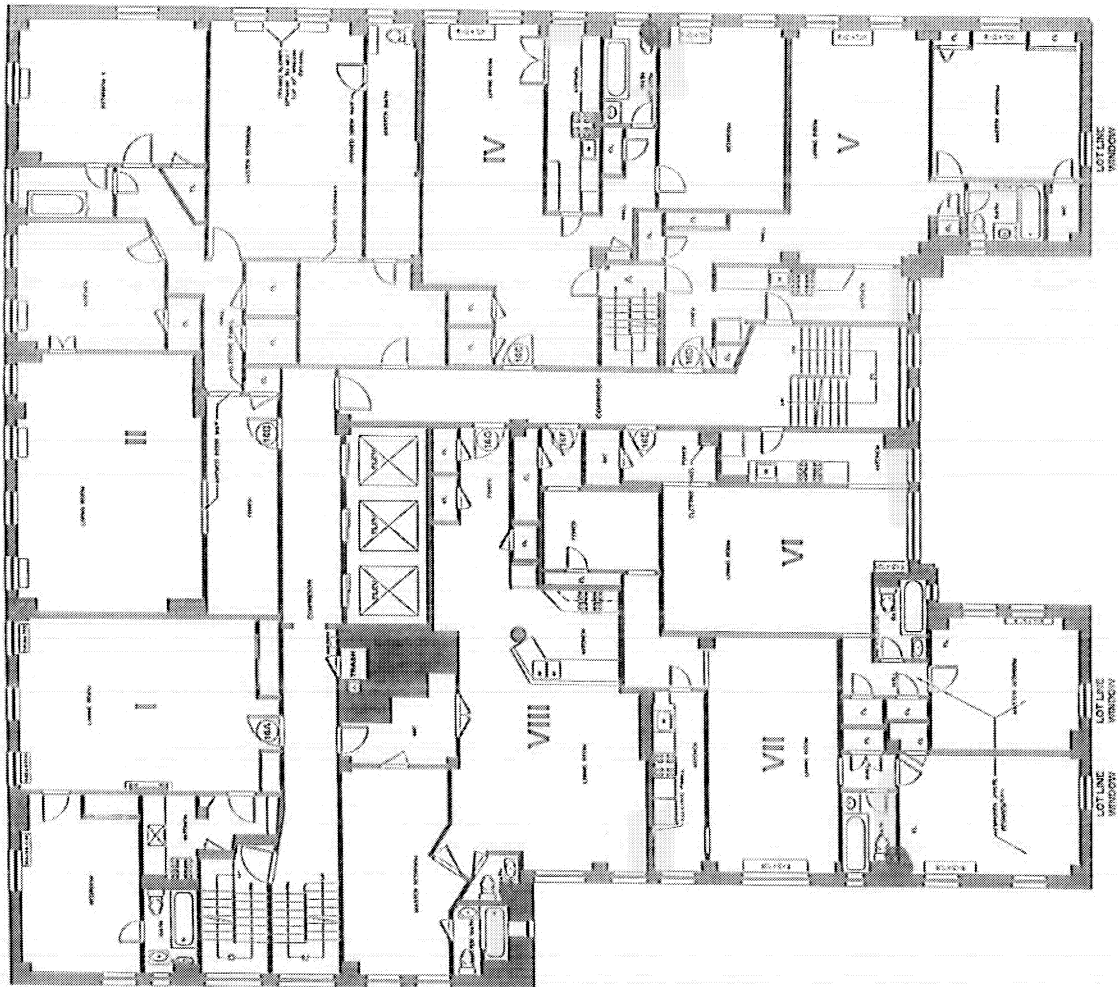
EXISTING PLAN

FULL SCALE

A-115.00

PROJECT 305

- ACM IN FLOOR
- RISER LOCATION

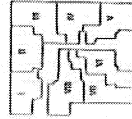


01 FLOOR 16 EXISTING PLAN

EXISTING
FLOOR PLAN

300 WEST END AVENUE

PROJECT 105



ADULT REHABILITATION ARCHITECT, PLLC
ARCHITECT
100 WEST END AVENUE
SUITE 100
NEW YORK, NY 10014

FLOOR 16

EXISTING PLAN

FULL SCALE

PROJECT 105



NYC DEPARTMENT OF ENVIRONMENTAL PROTECTION
Asbestos Control Program
 59-17 Junction Boulevard, 8th Floor, Flushing, NY 11373
ASBESTOS PROJECT NOTIFICATION (Form ACP7)

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. 393 Street Name West End Avenue Borough Manhattan Zip 10024
 2. AKA _____ Type of Facility Residence BIN 1031127 Block 01186 Lot 0083
 3. Is the abatement activity not associated with a building / structure (i.e., 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

II. BUILDING OWNER

7. Name CS 393 LLC Address 230 Park Avenue Suite 539
 8. City New York State NY Zip 10169 Contact Person Matthew Baron
 9. Tel. # (212) 953-7777 Fax # (212) 973-7054 Email mbaron@simondev.com

III. APPLICANT

10. Applicant's Affiliation ☐ Owner ☒ Asbestos contractor ☐ Third Party Air Monitor ☐ Other _____
 11. Name New York Insulation, Inc. Address 58-48 59th Street
 12. City Maspeth State NY Zip 11378 Contact Person Anthony Cardinale
 13. Tel. # 7183260125 Fax # 7183263958 Email nyinsulate@aol.com

IV. ASBESTOS ABATEMENT CONTRACTOR

14. Name New York Insulation Inc. DOL Lic. # 28640 Address 58-48 59th Street
 15. City Maspeth State NY Zip 11378 Contact Person Anthony Cardinale
 16. Tel. # 718-326-0125 Fax # 718-326-3958 Email NYInsulate@aol.com

V. THIRD PARTY AIR MONITOR

17. Name Lawrence Environmental Group, LLC DOL Lic. # 29546 Address 350 Lexington Ave. 12th Floor PH
 18. City New York State NY Zip 10016 Contact Person Lawrence Environmental Group, LLC
 19. Tel. # (212) 682-2001 Fax # (212) 682-1991 Email ssmith@legllc.com
 20. Sample Analysis Laboratory Green Planet / Amerisci NYS DOH ELAP # 1197211480

VI. PROJECT INFORMATION

21. Start date 4/7/2014 Projected completion date 3/20/2015
 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.

ACP7 Fee	EN #
\$800.00	



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23. Total amount of asbestos-containing material 157 Square Feet, and/or 618 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: DEP Variance

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

* (ie the designated rooms, spaces where asbestos activities take place)

ACP7 Fee	EN #
\$800.00	



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VIII. ASBESTOS HAULER

30. Asbestos Hauler ATC NYS DEC Permt # 1A-371 TEL.# (631) 924-5050
 Disposal Site(s) Minerva Enterprises 9000 Minerva Road Waynesburg OH 44688

Asbestos Hauler New York Insulation, Inc. NYS DEC Permt # 2A-448 TEL.# (718) 326-0125
 Disposal Site(s) Minerva Enterprises 9000 Minerva Road Waynesburg OH 44688

IX. LOCATION OF ABATEMENT

Total amount of asbestos-containing material 157 Square Feet, and/or 618 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/Permt Required	Variance Required
						Square Feet	Linear Feet		
1	No	Apt. 1 E	Removal	DEP Variance	Pipe Riser		24	Yes	Yes
1	No	Lobby Area	Removal	DEP Variance	Radiator		12	Yes	Yes
12	No	Apt 12 A	Removal	DEP Variance	Pipe Riser		24	Yes	Yes
12	No	Apt 12 A	Removal	DEP Variance	Radiator		24	Yes	Yes
12	No	Apt 12 B	Removal	DEP Variance	Pipe Riser		24	Yes	Yes
12	No	Apt 12 B	Removal	DEP Variance	Radiator		18	Yes	Yes
12	No	Apt 12 B	Removal	DEP Variance	Linoleum	17		Yes	Yes
12	No	Apt. 12 C	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
12	No	Apt. 12 C	Removal	DEP Variance	Radiator		12	Yes	Yes
12	No	Apt. 12 D	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
12	No	Apt. 12 D	Removal	DEP Variance	Radiator		24	Yes	Yes
12	No	Apt. 12 E	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
12	No	Apt. 12 E	Removal	DEP Variance	VAT	100		Yes	Yes
14	No	Apt. 14 A	Removal	DEP Variance	Pipe Riser		24	Yes	Yes
14	No	Apt. 14 A	Removal	DEP Variance	Radiator		24	Yes	Yes
14	No	Apt. 14 B	Removal	DEP Variance	Pipe Riser		24	Yes	Yes
14	No	Apt. 14 B	Removal	DEP Variance	Radiator		18	Yes	Yes
14	No	Apt. 14 C	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
14	No	Apt. 14 C	Removal	DEP Variance	Radiator		12	Yes	Yes
14	No	Apt. 14 D	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
14	No	Apt. 14 D	Removal	DEP Variance	Radiator		24	Yes	Yes
14	No	Apt. 14 F	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
14	No	Apt. 14 F	Removal	DEP Variance	Radiator		24	Yes	Yes
14	No	Apt. 14 G	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
14	No	Apt. 14 G	Removal	DEP Variance	Radiator		6	Yes	Yes
14	No	Apt. 14 G	Removal	DEP Variance	VAT	12		Yes	Yes

ACP7 Fee	EN #
\$800.00	



1166268

15	No	Apt. 15 A	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
15	No	Apt. 15 A	Removal	DEP Variance	Radiator		24	Yes	Yes
15	No	Apt. 15 B	Removal	DEP Variance	Radiator		6	Yes	Yes
15	No	Apt. 15 D	Removal	DEP Variance	Pipe Riser		24	Yes	Yes
15	No	Apt. 15 D	Removal	DEP Variance	Radiator		18	Yes	Yes
15	No	Apt. 15 E	Removal	DEP Variance	Radiator		24	Yes	Yes
15	No	Apt. 15 E	Removal	DEP Variance	Linoleum	28		Yes	Yes
15	No	Apt. 15 F	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
15	No	Apt. 15 G	Removal	DEP Variance	Radiator		6	Yes	Yes
16	No	Apt. 16 C	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
16	No	Apt. 16 C	Removal	DEP Variance	Radiator		18	Yes	Yes
16	No	Apt. 16 D	Removal	DEP Variance	Radiator		12	Yes	Yes
16	No	Apt. 16 E	Removal	DEP Variance	Radiator		6	Yes	Yes
16	No	Apt. 16 F	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
16	No	Apt. 16 F	Removal	DEP Variance	Radiator		12	Yes	Yes
16	No	Apt. 16 G	Removal	DEP Variance	Pipe Riser		12	Yes	Yes
16	No	Apt. 16 G	Removal	DEP Variance	Radiator		6	Yes	Yes
					TOTAL ACM	157	618		

ACP7 Fee	EN #
\$800.00	



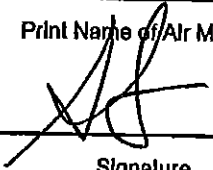
1168266

Facility Address:

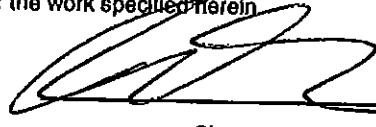
Premise No 393 Street Name West End Avenue Borough Manhattan Zip 10024

X. SIGNATURES

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.

Lawrence Environmental Group, LLC	New York Insulation Inc.	New York Insulation, Inc.
Print Name of Air Monitor	Print Name of Asbestos Contractor	Print Name of Applicant
		
Signature	Signature	Signature
<u>3/28/14</u>		
Date	Date	Date

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.

CS 393 LLC  3/24

Print Name of Owner Signature Date

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.

ACP7 Fee	EN #
\$800.00	



1168268

Appendix B

Licensure & Certification

New York State Department of Labor
 Division of Safety and Health
 License and Certificate Unit
 State Campus, Building 12
 Albany, NY 12240

ASBESTOS HANDLING LICENSE

Lawrence Environmental Group, LLC
 12th Floor PH
 350 Lexington Ave

New York, NY 10016

FILE NUMBER: 0510243
 LICENSE NUMBER: 29546
 LICENSE CLASS: RESTRICTED
 DATE OF ISSUE: 03/13/2013
 EXPIRATION DATE: 03/31/2014

Duly Authorized Representative - Scott Smith

This license has been issued in accordance with applicable provisions of Article 40 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project work site. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

file
 Eileen M. Franko, Acting Director
 For the Commissioner of Labor

SH 432 (8/12)

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2014
Issued April 01, 2013

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE
Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. RAVI KRISHNAPPA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK NY 10016

NY Lab Id No: 11480

Is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material

EPA 800/M4/82/020

Item 198.1 of Manual

Asbestos in Non-Friable Material (PLM)

Item 198.6 of Manual (NOB by PLM)

Asbestos in Non-Friable Material (TEM)

Item 198.4 of Manual

Serial No. 48678

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (618) 485-5570 to verify the laboratory's accreditation status.

**NYC DEP Asbestos Control Program
Asbestos Certificate**



**RICHARDSON,
WESLEY E
INVESTIGATOR
116037
EXPIRES: 7/5/2015
DOB: 7/5/1952 M 6' 04"**

Must be carried on all asbestos projects

**STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE**



**WESLEY E RICHARDSON
CLASS(EXPIRES)
C ATEC(07/14) D INSP(07/14)
HPM (07/14) I PD (07/14)**

**CERT# 88-08972
DMV# 682833726**

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



WALTER J. ZISSLER
CLASS(EXPIRES)
CATEC(06/14) D. INSP(06/14)
H.P.M. (06/14) I.P.D. (06/14)



CERT# 90-14638
DMV# 713066788

MUST BE CARRIED ON ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



TARIK A HAMER

CLASS(EXPIRES)

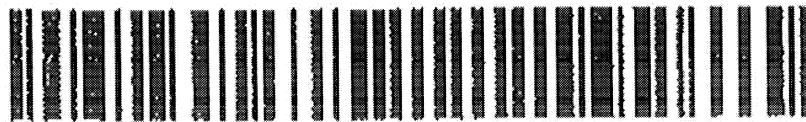
C ATEC(06/14) D INSP(06/14)

H PM (06/14)

CERT# 08-08407

DMV# 835126362

MUST BE CARRIED ON ASBESTOS PROJECTS



EYES BRO

HAIR BLK

HGT 5' 07"

IF FOUND RETURN TO:

NYSOL - L&C UNIT

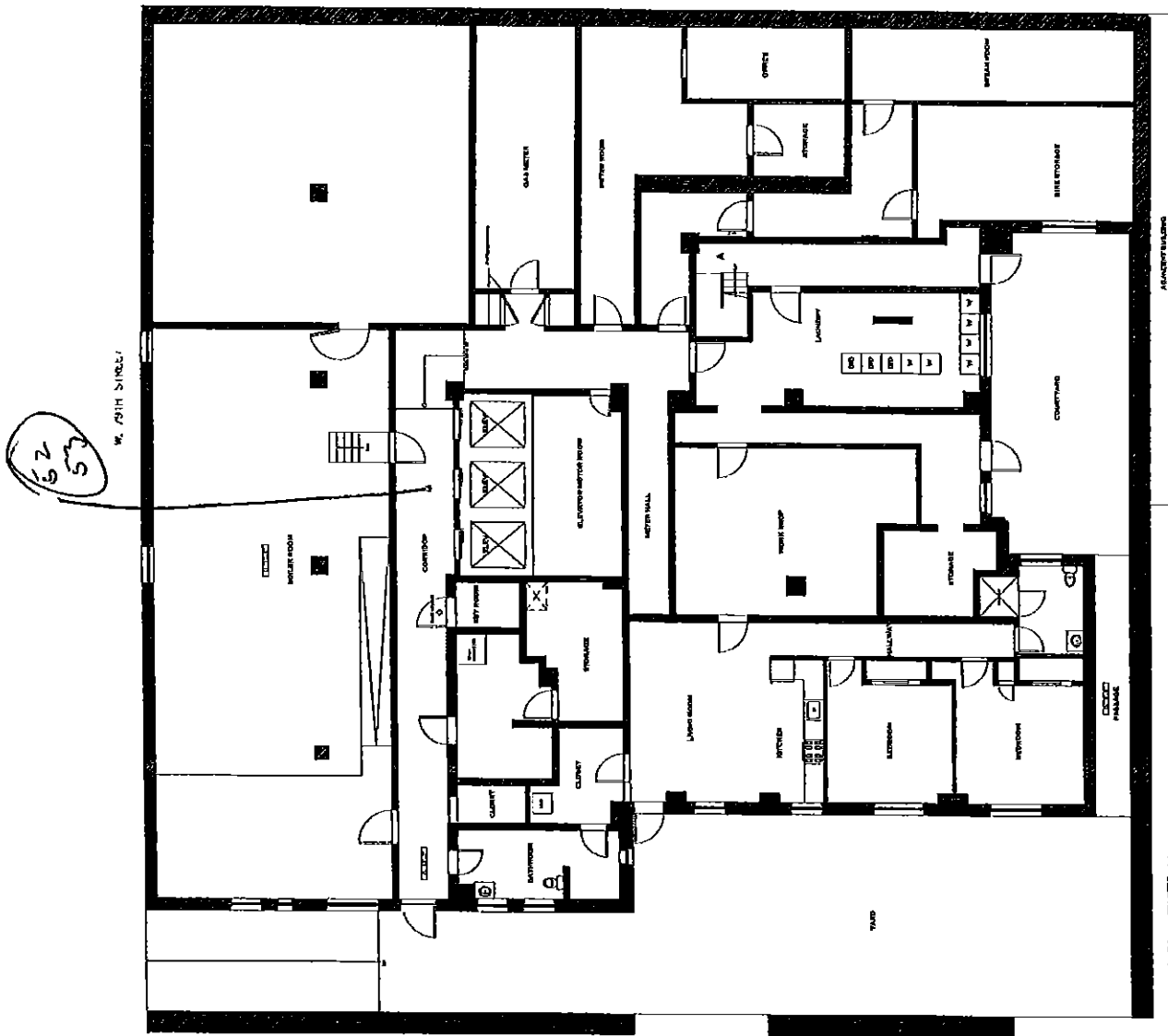
ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12240

Appendix C

Sample Location Sketch



01 BASEMENT EXISTING PLAN

CLIPPING
CLIPPING
CLIPPING

393 WEST END AVENUE

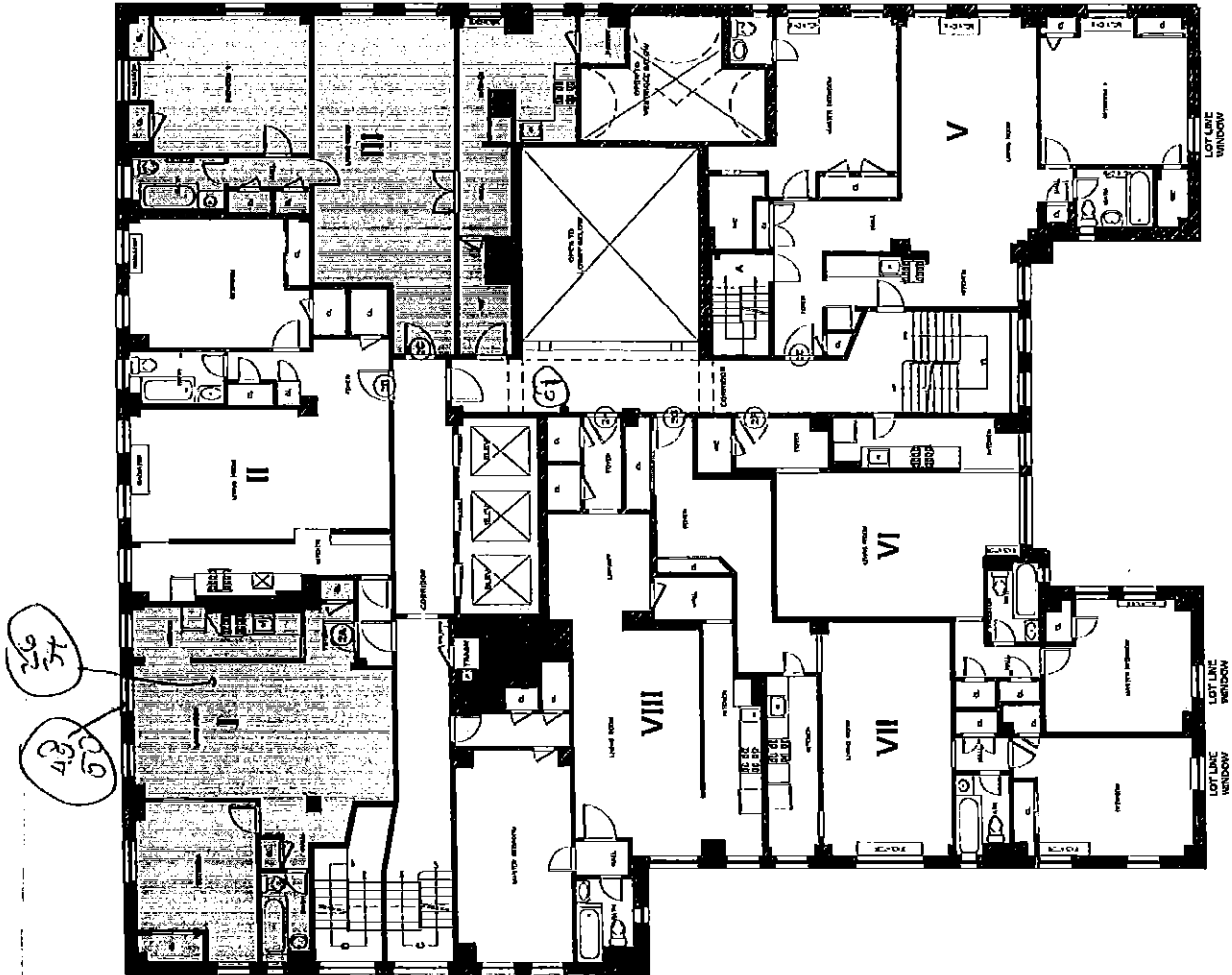


WILLIAM HENNINGSON ARCHITECTS, PLLC

BASEMENT

EXISTING PLAN

FULL SCALE
PROJECT 393
A-100.00

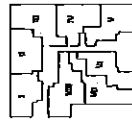


01 FLOOR 2 EXISTING PLAN

CLIENT: WESTING
 40,000 SQ. FT.
 40,000 SQ. FT.

383 WEST END AVENUE

DATE: 01/10/10



WILSON BROTHERS ARCHITECTS, PLLC
 1000 10TH AVENUE, SUITE 1000
 NEW YORK, NY 10018

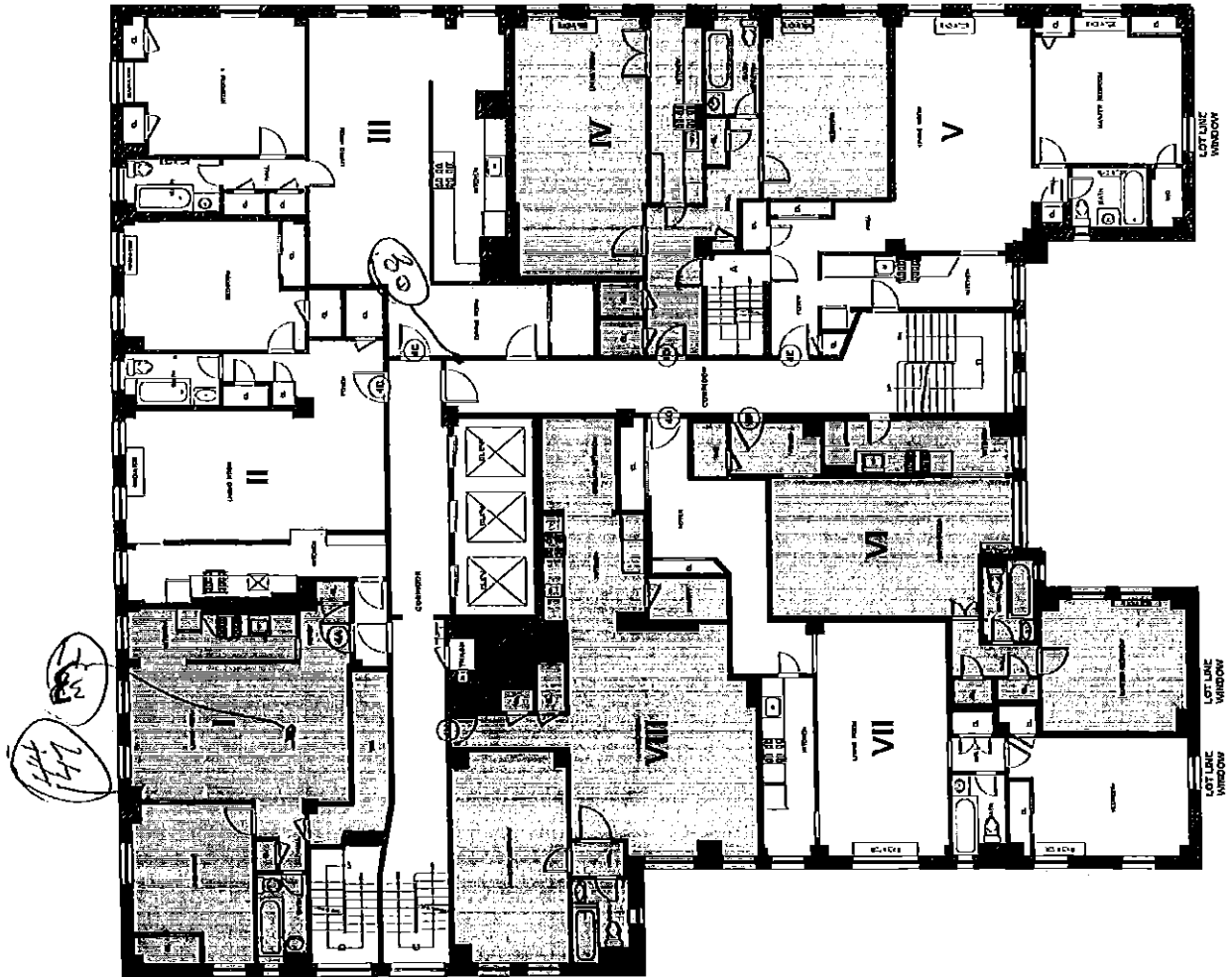
FLOOR 2

EXISTING PLAN

FULL SCALE

A-102.00

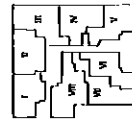
PROJECT: 005



CLIENT MEETING
CLIENT MEETING
CLIENT MEETING

SEAL
SEAL
SEAL

393 WEST END AVENUE



PHILIP HERRINGTON ARCHITECTS, PLLC
ARCHITECT
1000 15TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.PHILIPHERRINGTON.COM

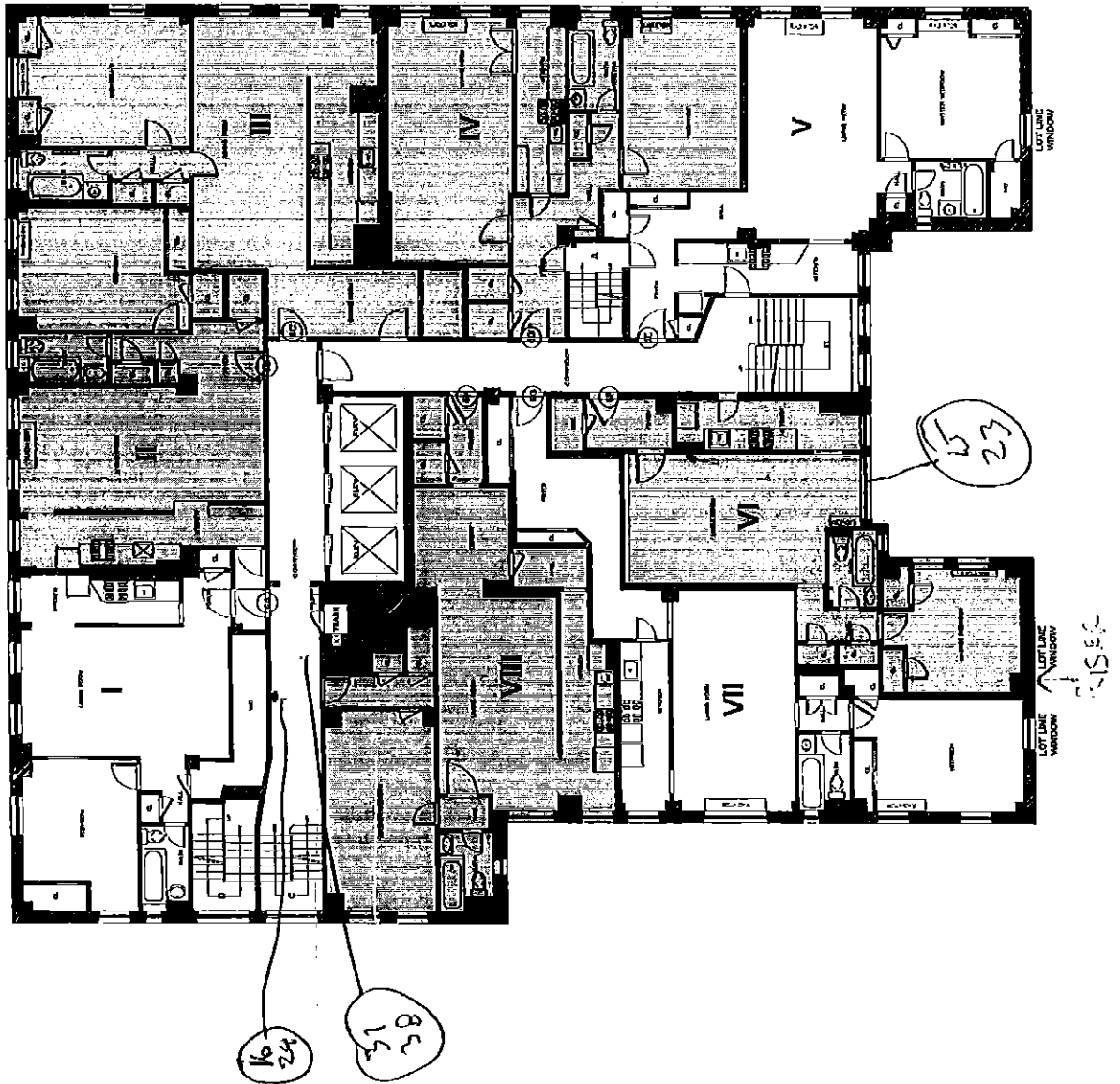
FLOOR 4

EXISTING PLAN

SCALE: A-104.00

PROJECT: 103

01 FLOOR 4 EXISTING PLAN



01 FLOOR 5 EXISTING PLAN

CLIENT MEETING
CLIENT MEETING
WALKED
PLANNED

393 WEST END AVENUE

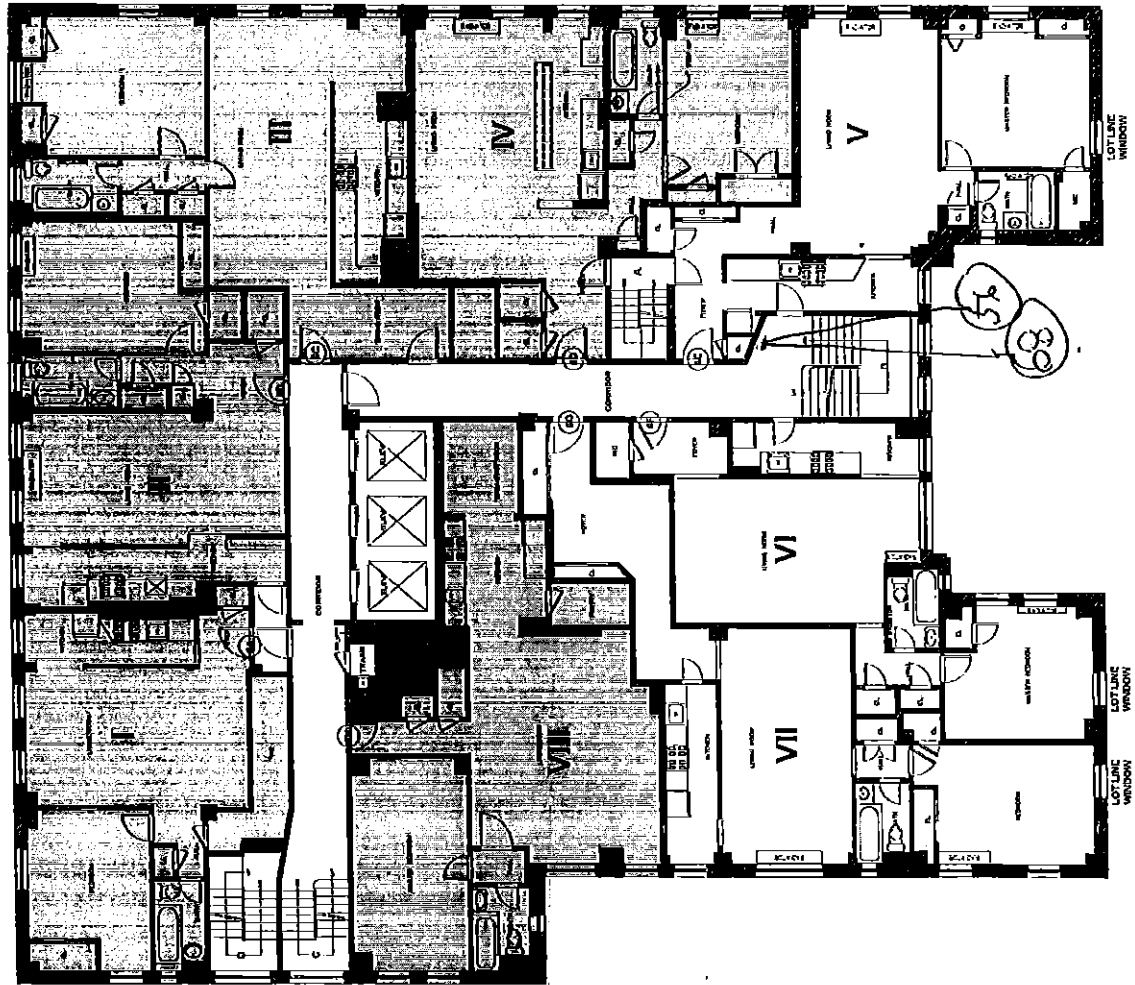


JOHN J. ROTHSTEIN ARCHITECTS, P.A.C.
ARCHITECTS
1000 WEST END AVENUE, SUITE 100
ANN ARBOR, MI 48106-1000
734.769.1234

FLOOR 5

EXISTING PLAN

FULL SCALE
A-105.00
PROJECT 195



01 FLOOR & CHUPTING PLAN

CLERESTORY
CLERESTORY
CLERESTORY

393 WEST END AVENUE



UNION INTERNATIONAL ARCHITECTS, PLLC

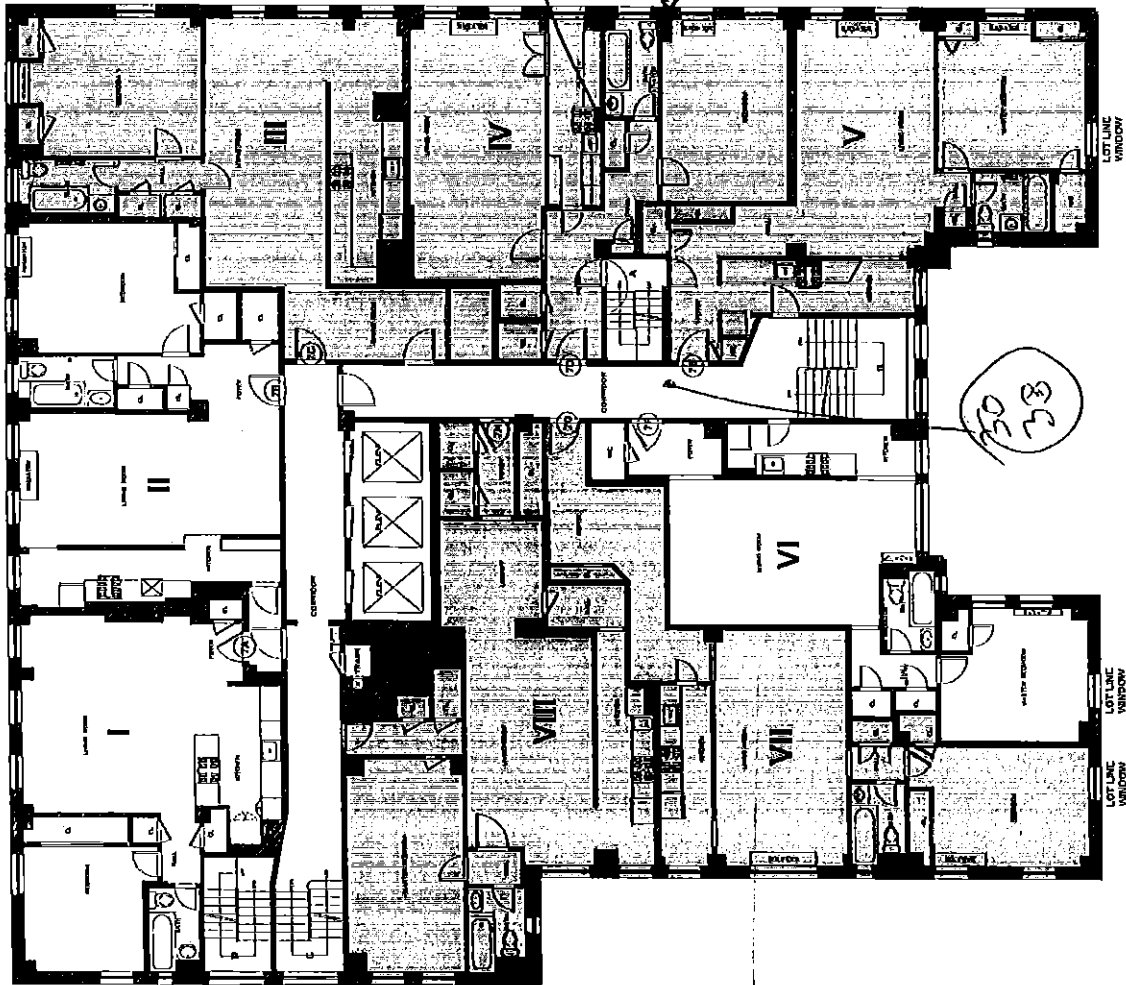
FLOOR 6

EXISTING PLAN

FULL SCALE

A-106.00

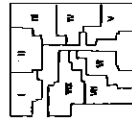
PROJECT: 125



01 FLOOR 7 EXISTING PLAN

EXISTING
CLIMATE
BUILDING

393 WEST END AVENUE



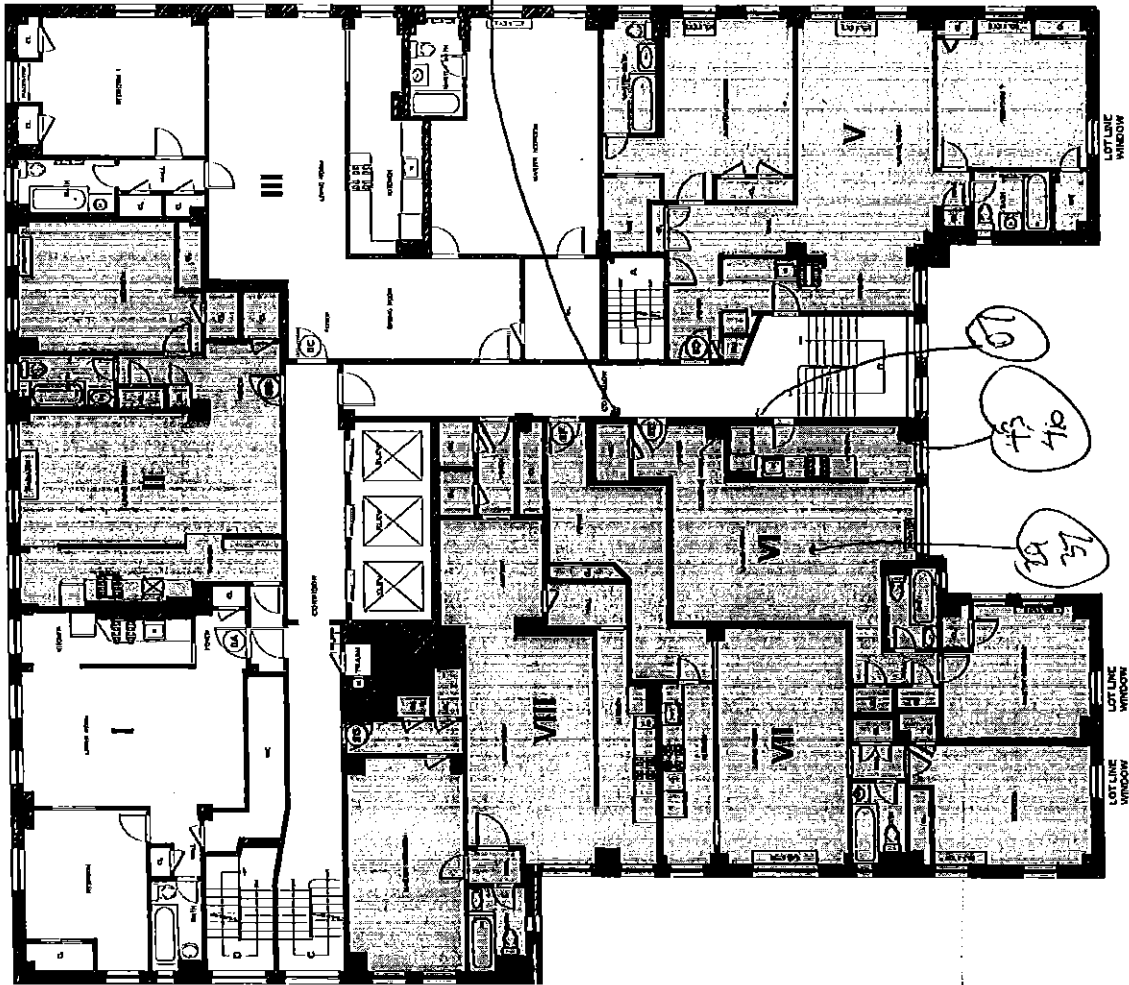
WILLIAM WITHERSpoon ARCHITECTS, PLLC
ARCHITECTS
200 WEST END AVENUE
SUITE 200
NEW YORK, NY 10014

FLOOR 7

EXISTING PLAN

SCALE

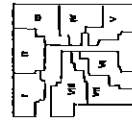
A-107.00
PROJECT: 325



01 FLOOR 8 EXISTING PLAN
A-108.00

CLEAR HEIGHTS
CLEAR WIDTHS

343 WEST END AVENUE

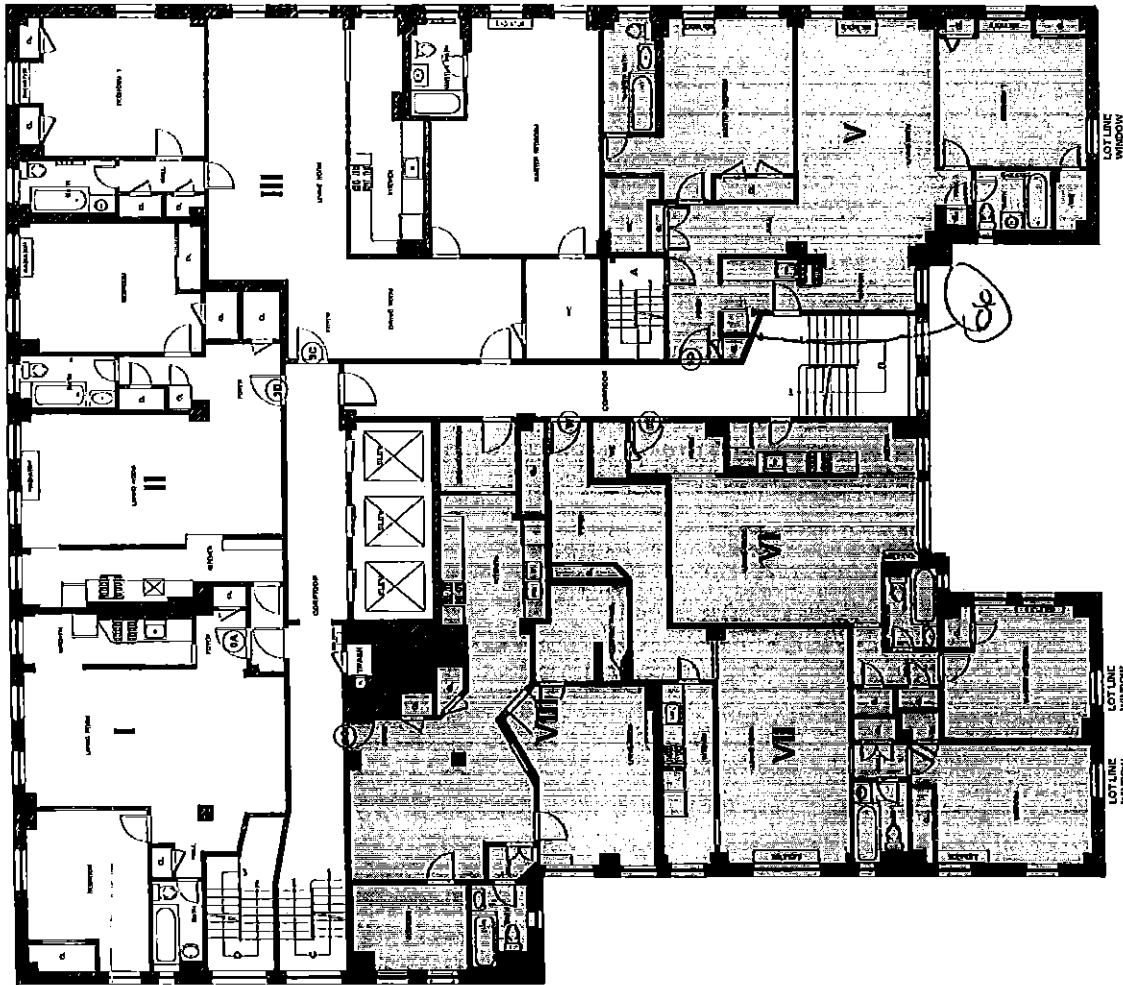


BRUNNEN ARCHITECTS, PLLC
ARCHITECTS
1000 WEST END AVENUE, SUITE 200
ANN ARBOR, MI 48106-1000
TEL: 734.769.1234
WWW.BRUNNENARCHITECTS.COM

FLOOR 8

EXISTING PLAN

SCALE: 1/8" = 1'-0"
PROJECT: 2020



01 FLOOR - DYEING PLAN
1/8" = 1'-0"

CLIENT/ARCHITECT
CLIENT/ARCHITECT

REVISIONS
REVISIONS

393 WEST END AVENUE

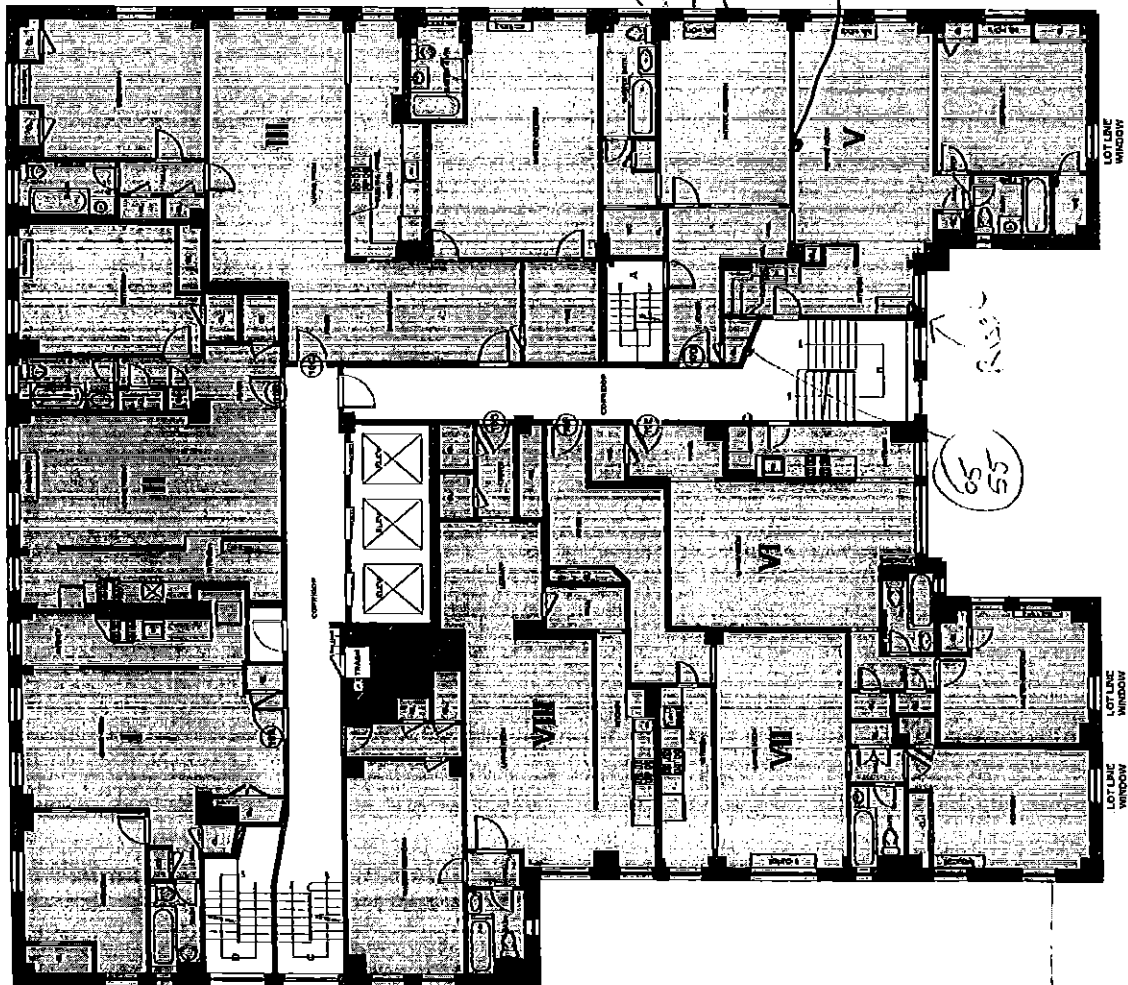


WILLIAM RUTHERFORD ARCHITECTS, P.L.C.
100 WEST END AVENUE, SUITE 100
NEW YORK, N.Y. 10014

FLOOR 9

EXISTING PLAN

PULL SCALE
A-109.00
PROJECT 105



01 FLOOR 10 EXISTING PLAN

EXISTING
EXISTING

393 WEST END AVENUE

ARCHITECTURAL



ARCHITECTURAL ARCHITECT, P.L.C.

ARCHITECTURAL ARCHITECT, P.L.C.

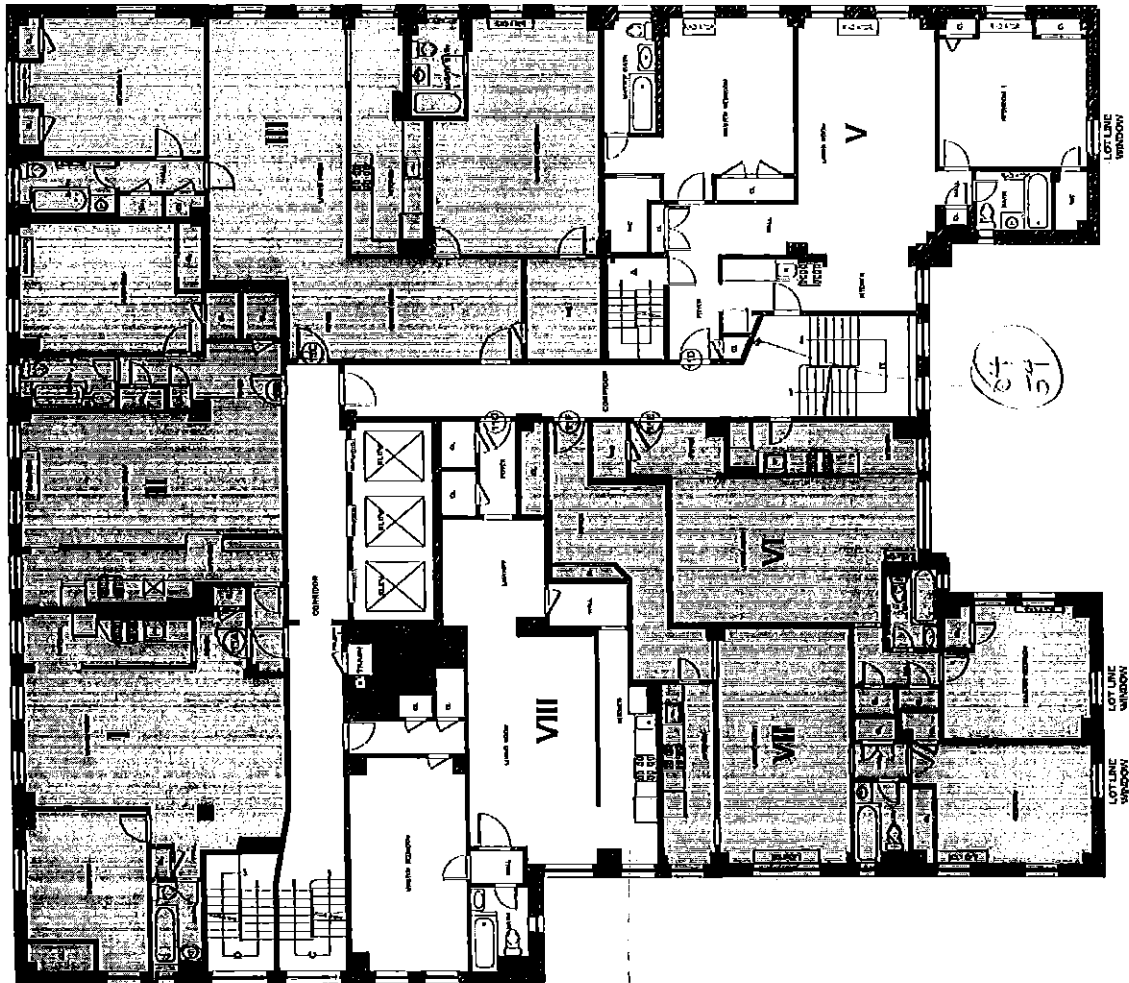
FLOOR 10

EXISTING PLAN

FULL SCALE

A-110.00

PROJECT: 235



EXISTING
CLIENT MEETING

REPLACED
REPLACED

393 WEST END AVENUE

DATE: 10/10/10



WILSON INTERIORS ARCHITECT, PLLC
1000 WEST END AVENUE, SUITE 1000
ANN ARBOR, MI 48106-1000
TEL: 734.769.1000
WWW.WILSONINTERIORS.COM

FLOOR 11

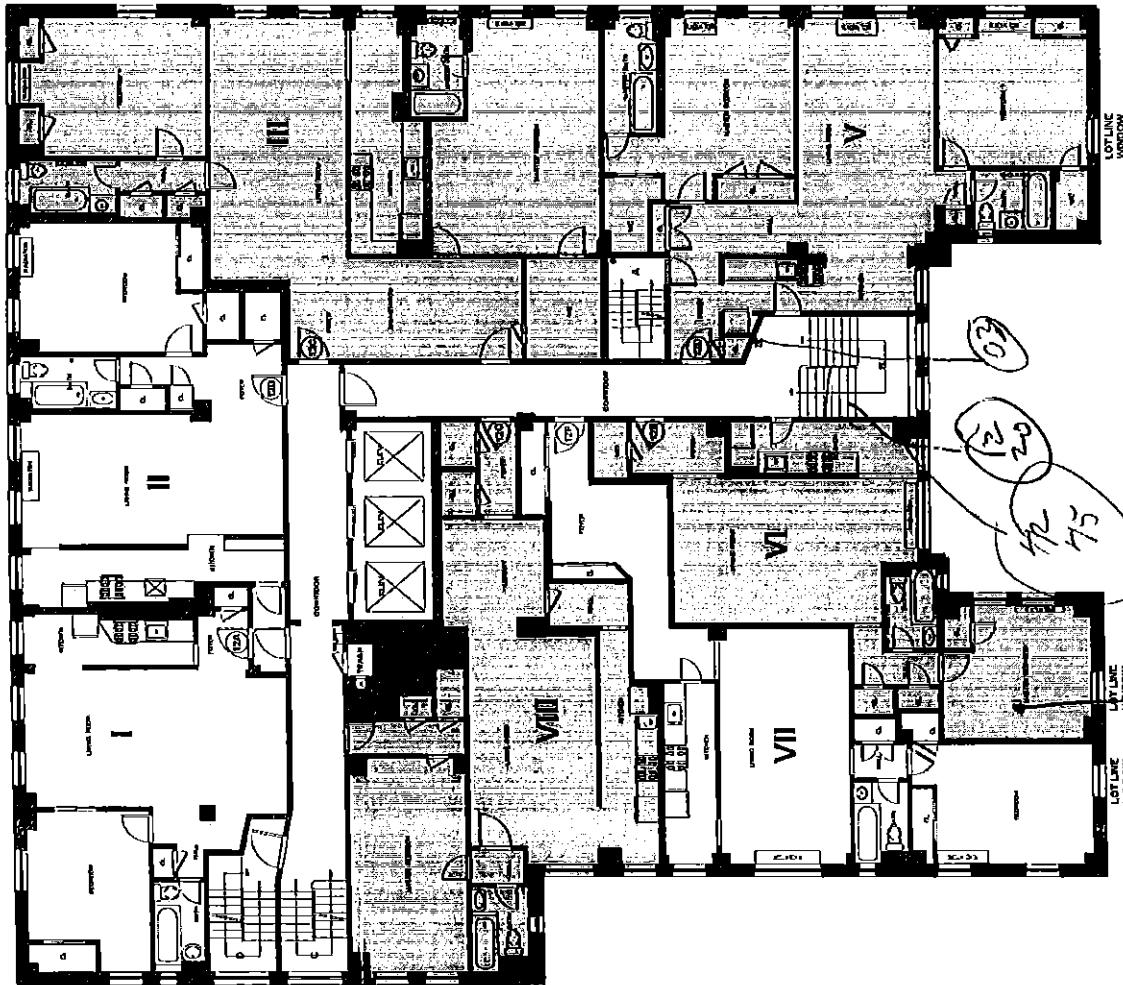
EXISTING PLAN

SCALE

A-1111.00

PROJECT: 015

01 FLOOR 11 EXISTING PLAN



01 FLOOR 12 EXISTING PLAN

CLIENT: MCDONALD'S
ARCHITECT: MCDONALD'S

393 WEST END AVENUE

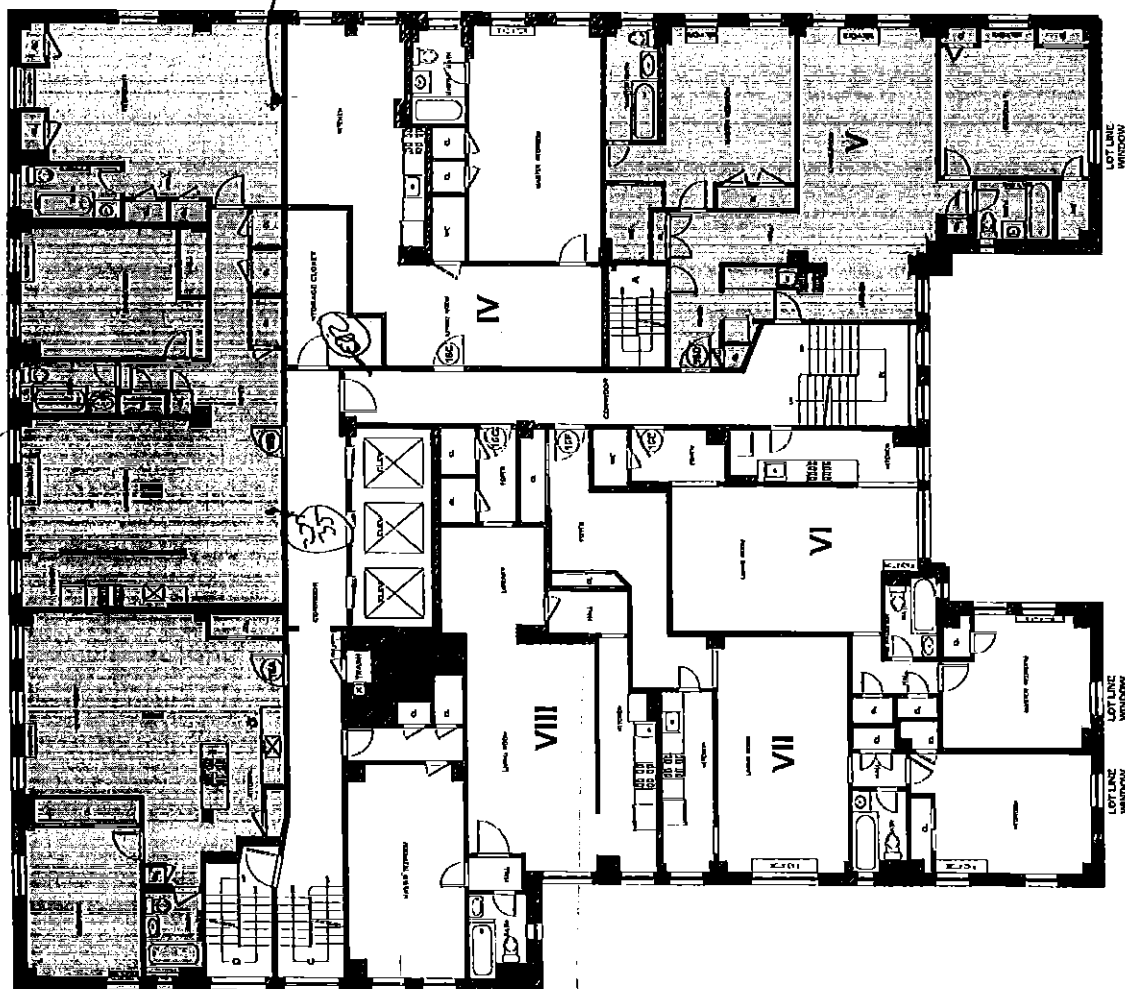


MCDONALD'S ARCHITECTS, PLLC
1000 WEST END AVENUE, SUITE 100
DALLAS, TEXAS 75201

FLOOR 12

EXISTING PLAN

SCALE: 1/8" = 1'-0"
PROJECT: 120



01 FLOOR IS EXISTING PLAN

הוצאות	הכנסות
הכנסות	הוצאות

393 WEST END AVENUE

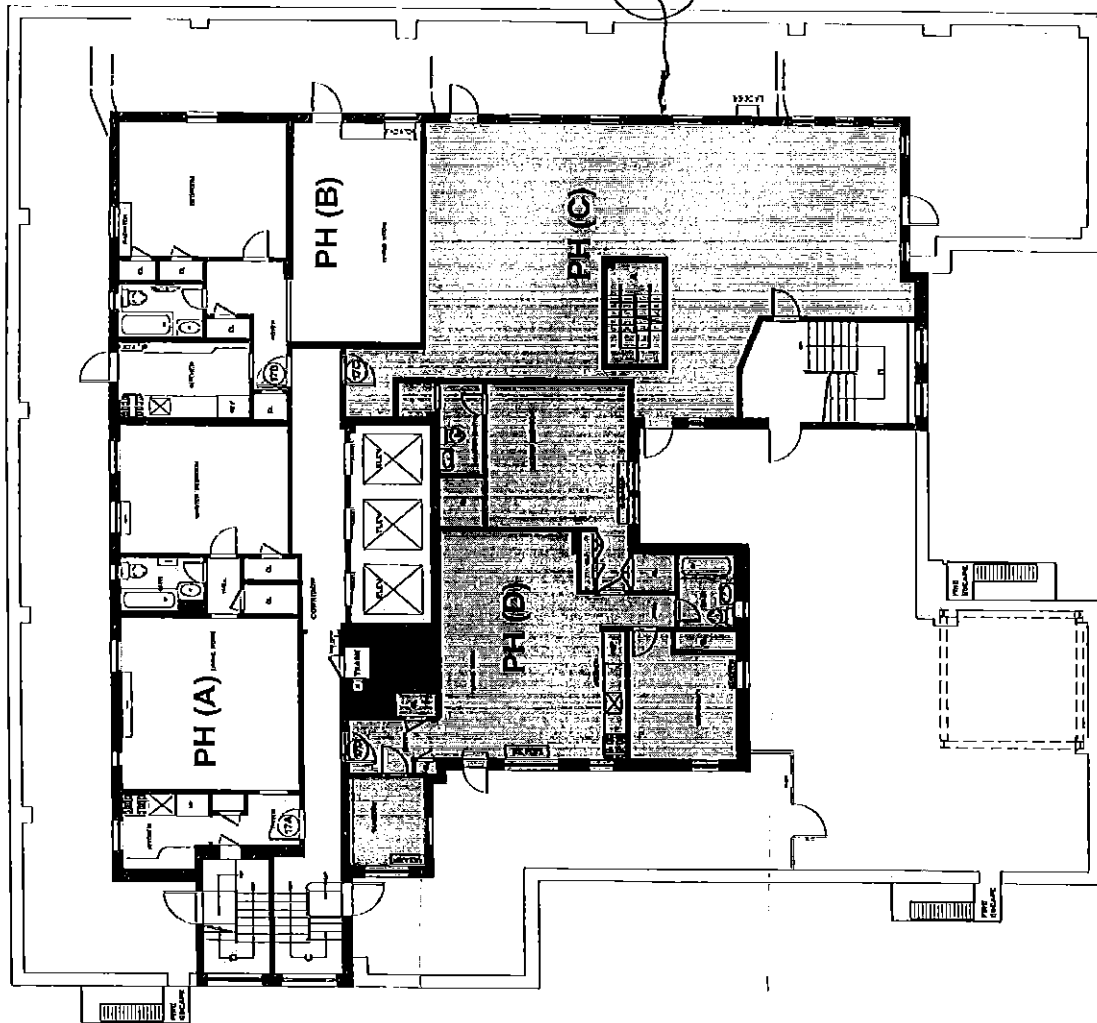


IN LIAISON WITH: RICHARDSON ARCHITECTS, PLLC

FLOOR 15

EXISTING PLAN

FULL SCALE
 A-115.00
 PROJECT: 105



01 FLOOR 17 EXISTING PLAN

CLIPPING ARCHITECT
CLIPPING ARCHITECT

CLIPPING ARCHITECT
CLIPPING ARCHITECT

393 WEST END AVENUE

CLIPPING ARCHITECT



KIPPA ARCHITECTS, PLLC
KIPPA ARCHITECTS, PLLC
KIPPA ARCHITECTS, PLLC
KIPPA ARCHITECTS, PLLC

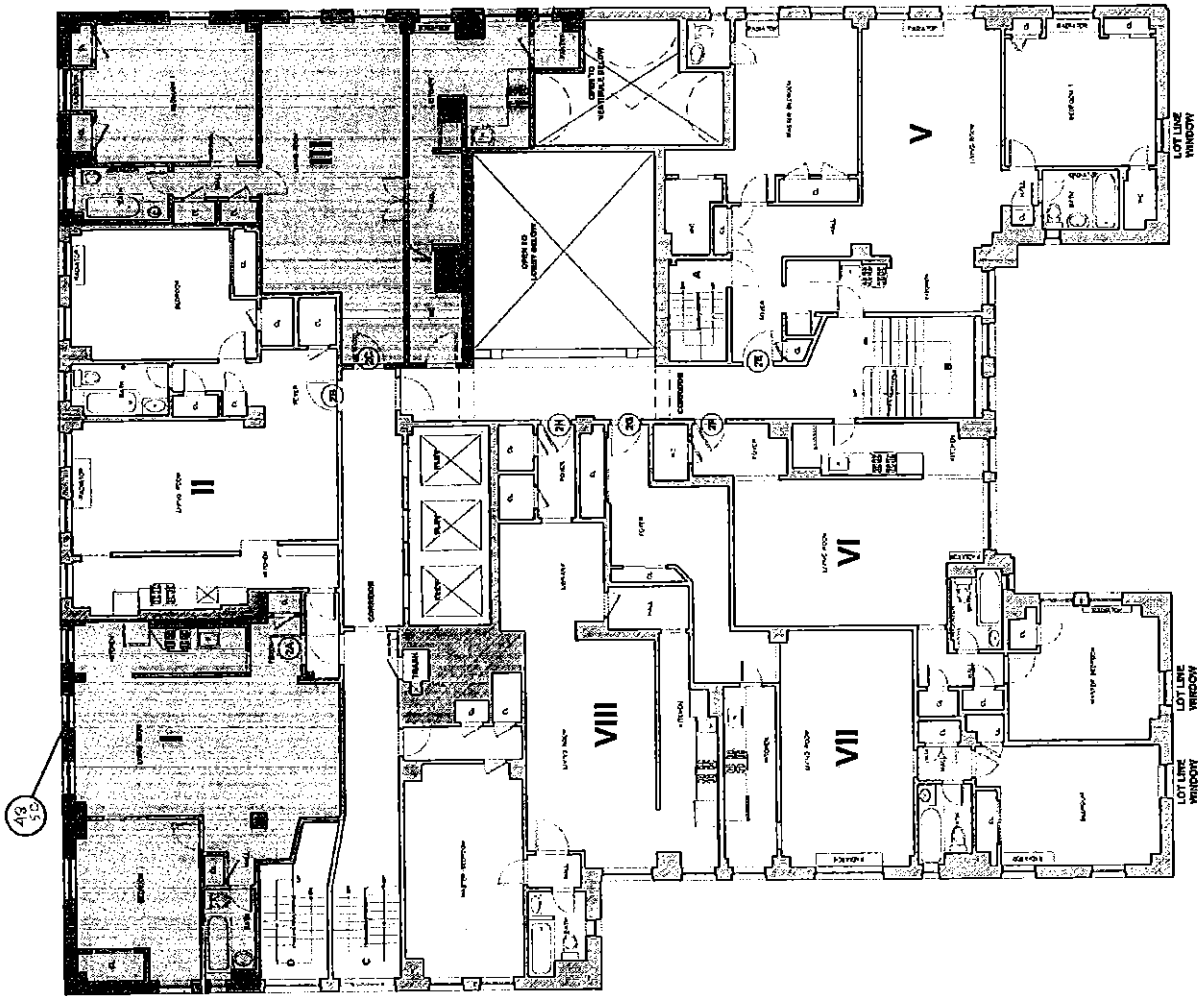
FLOOR 17 (PH)

EXISTING PLAN

SCALE: 1/8" = 1'-0"

A-117.00

PROJECT: 105



QUART MEETING
CLIENT MEETING

04/23/13
05/06/13

393 WEST END AVENUE

100' 0" 100' 0" 100' 0"



WILLIAM RUTENFRID ARCHITECTS, PLLC
ARCHITECTS
200 WEST END AVENUE
SUITE 100
NEW YORK, NY 10014

FLOOR 2

EXISTING PLAN

SCALE: 1/8" = 1'-0"

A-102.00

PROJECT 130

01 FLOOR 2 EXISTING PLAN

CLUTTER MEETING

CLUTTER MEETING

CLUTTER MEETING

CLUTTER MEETING

CLUTTER MEETING

CLUTTER MEETING

393 WEST END AVENUE

393 WEST END AVENUE

393 WEST END AVENUE

RELIANT INTERIORS ARCHITECTS, PLLC

200 WEST END AVENUE, SUITE 200

ANN ARBOR, MI 48106-1000

TEL: 734.769.1100

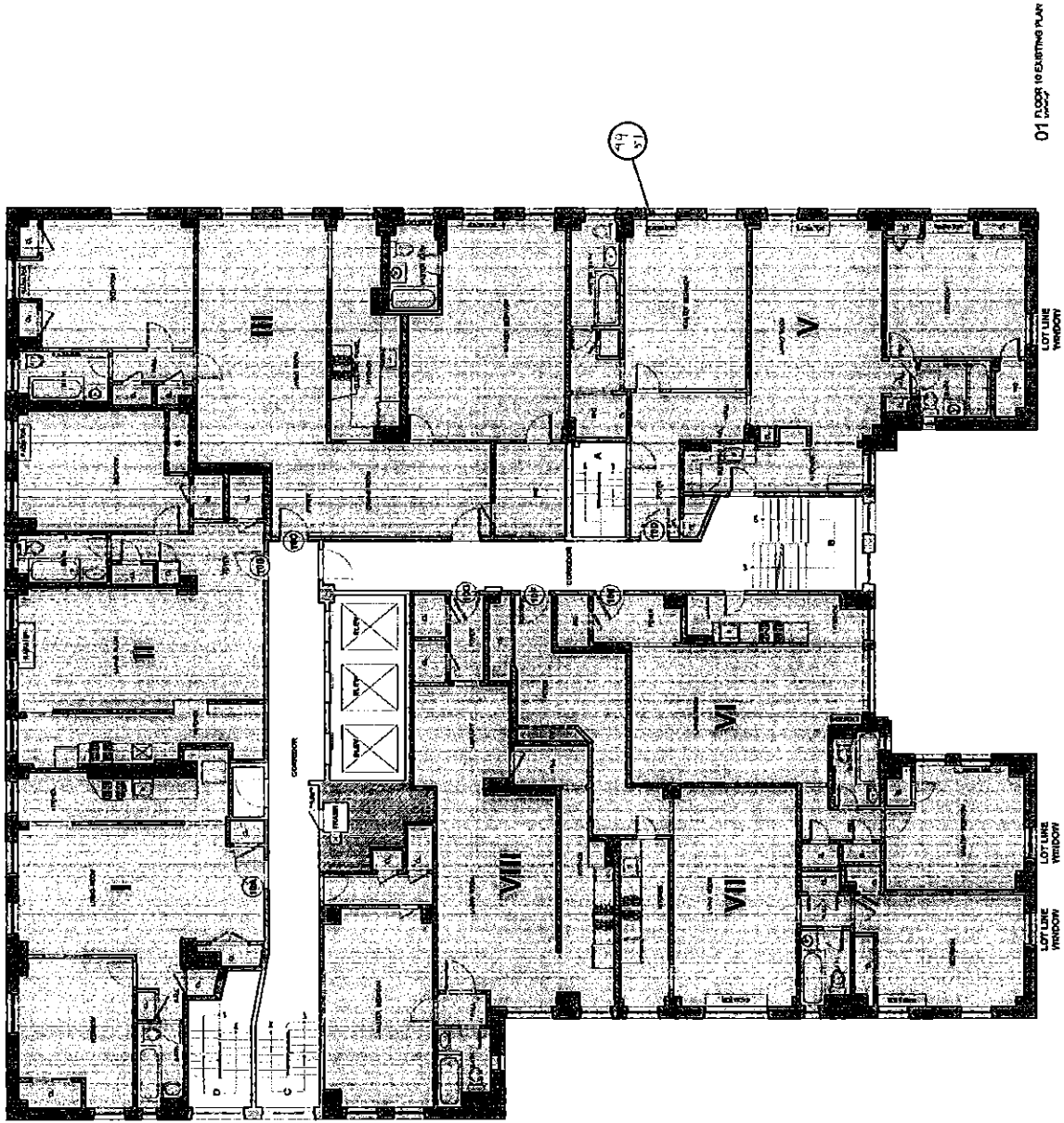
FAX: 734.769.1101

FLOOR 10

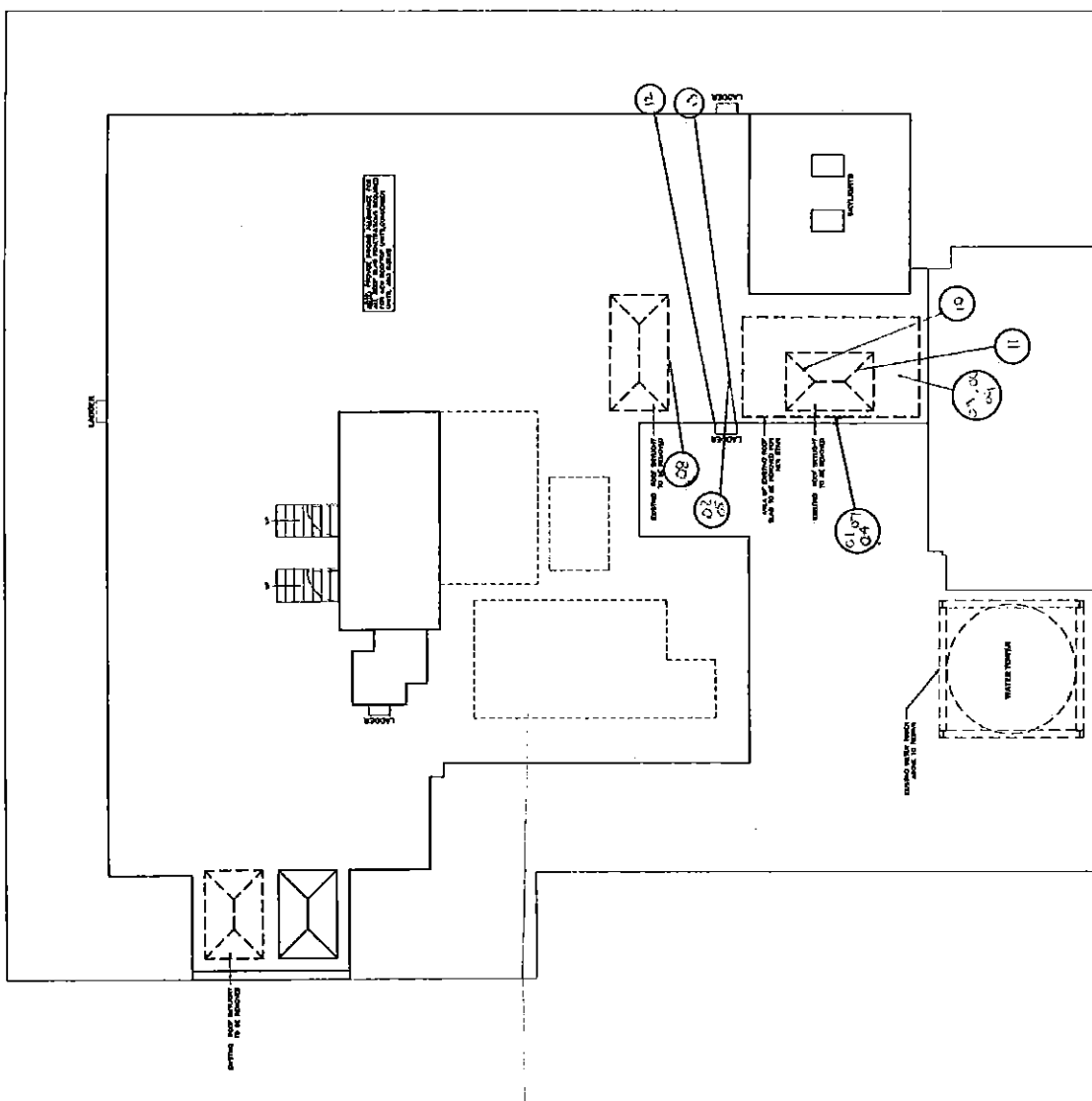
EXISTING PLAN

SCALE: 1/8" = 1'-0"

PROJECT: 100



01 FLOOR 10 EXISTING PLAN



01 ROOF EGRESS PLAN

100% DO IT

05/24/13

393 WEST END AVENUE

593 WEST

MINIUM POLYMERIZED ARCHITECTS, PLLD

Abstract

Abstract

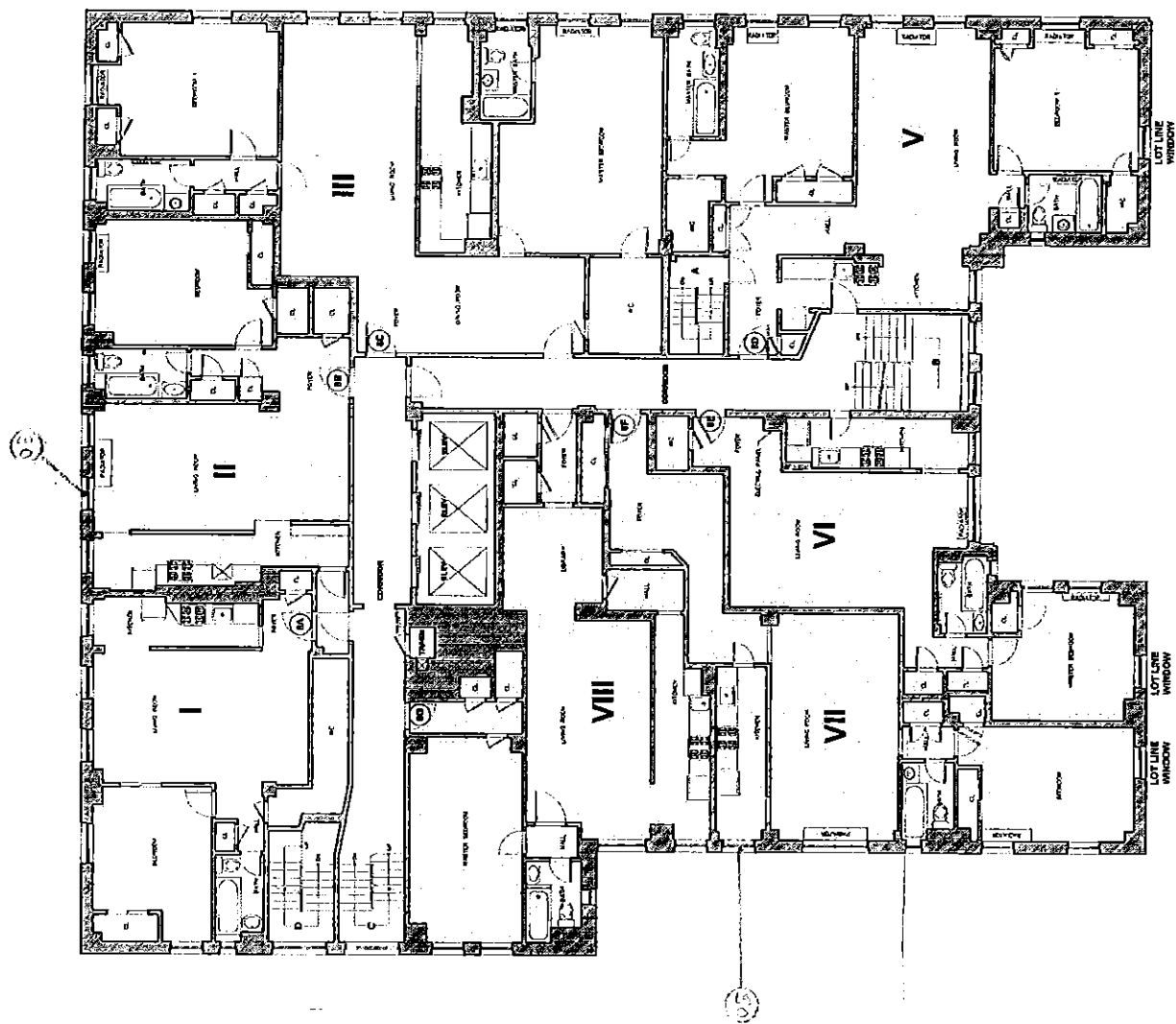
ROOF DEMOLITION PLAN

FULL SCALE **A-034.00**

PROJECT: 195

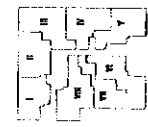
THESE

- 1. 9-1-10
- 2. 9-1-10
- 3. 9-1-10
- 4. 9-1-10



EXISTING PLAN
FULL SCALE
PROJECT 180

393 WEST END AVENUE



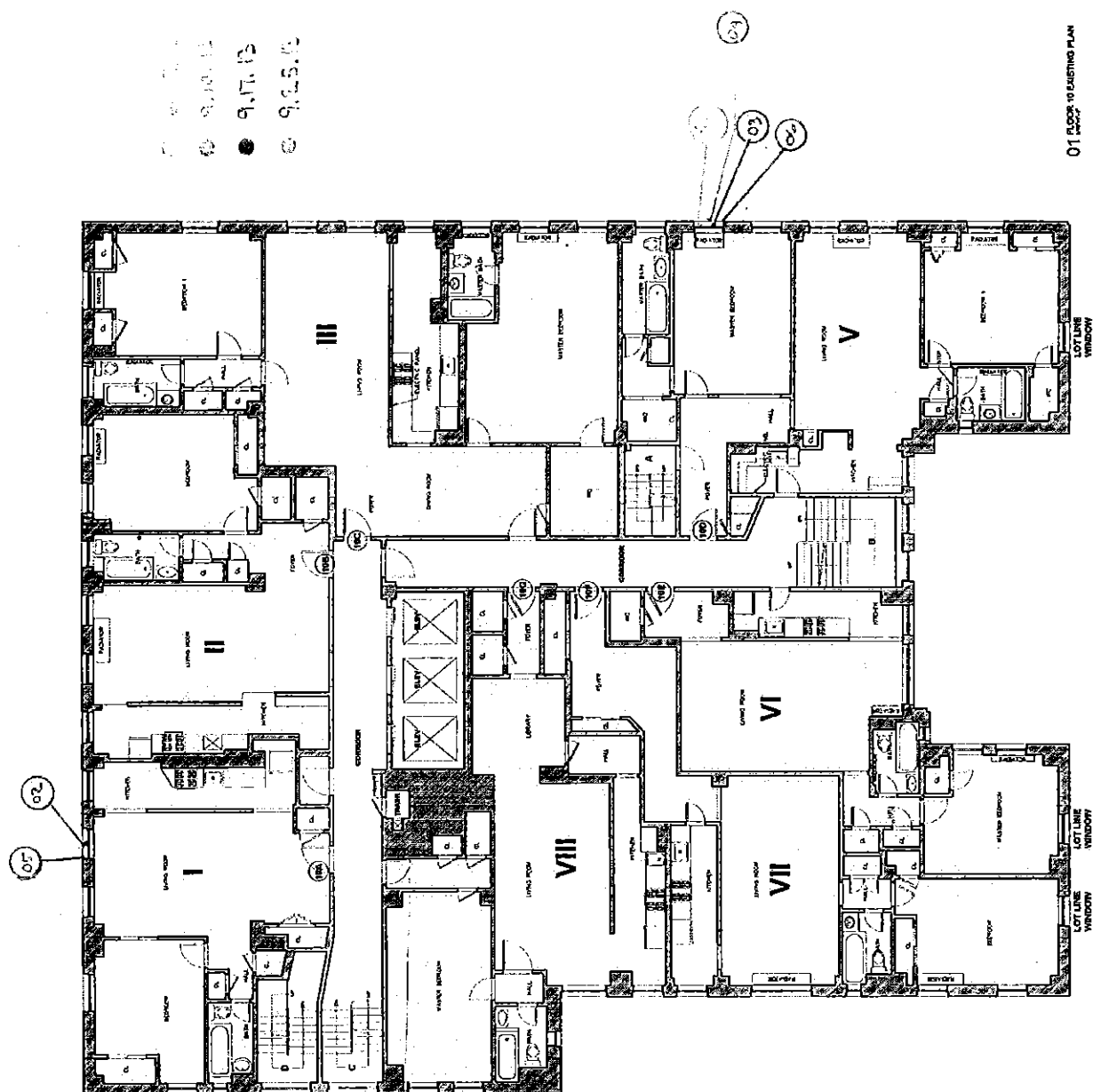
EXISTING PLAN
FULL SCALE
PROJECT 180

FLOOR 8

EXISTING PLAN

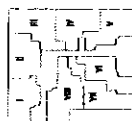
FULL SCALE
PROJECT 180

01 FLOOR 8 EXISTING PLAN



01/09/17	01/09/17
01/09/17	01/09/17

393 WEST END AVENUE



KLINGLUNN RUTHERFORD ARCHITECTS, P.L.L.C.
1000 WEST 10TH AVENUE, SUITE 200
DENVER, CO 80202-1500
TEL: 303.733.1000 FAX: 303.733.1001

FLOOR 10

EXISTING PLAN

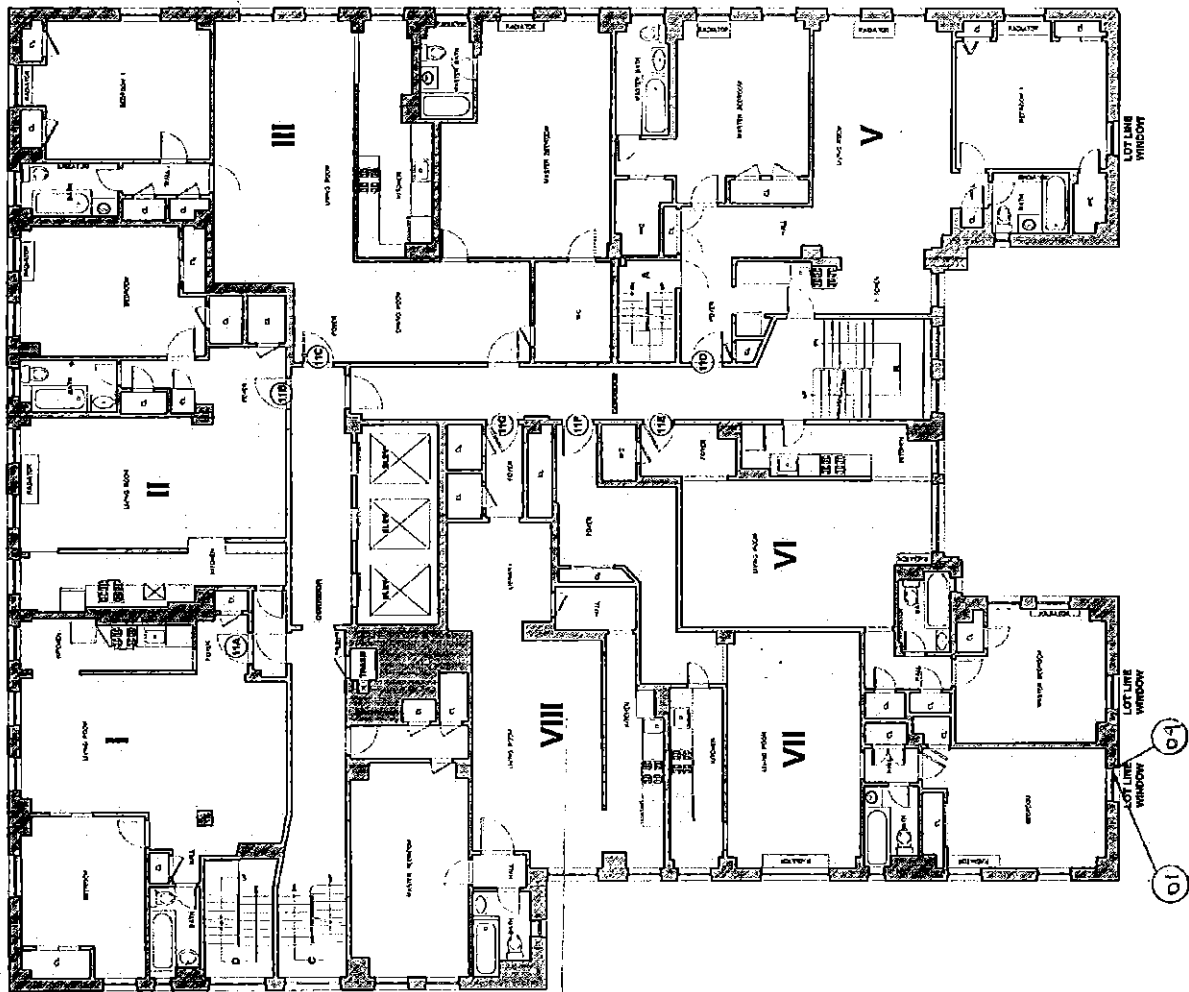
FULL SCALE
A-110.00
PROJECT 195

01 FLOOR TO EXISTING PLAN
NOTES OF

THE UNIVERSITY OF CHICAGO PRESS

[illegible]

9.11.13
9.11.13
9.11.13
9.11.13



01 FLOOR 11 EXISTING PLAN

CLIENT: MTR
DATE: 11/11/13

393 WEST END AVENUE



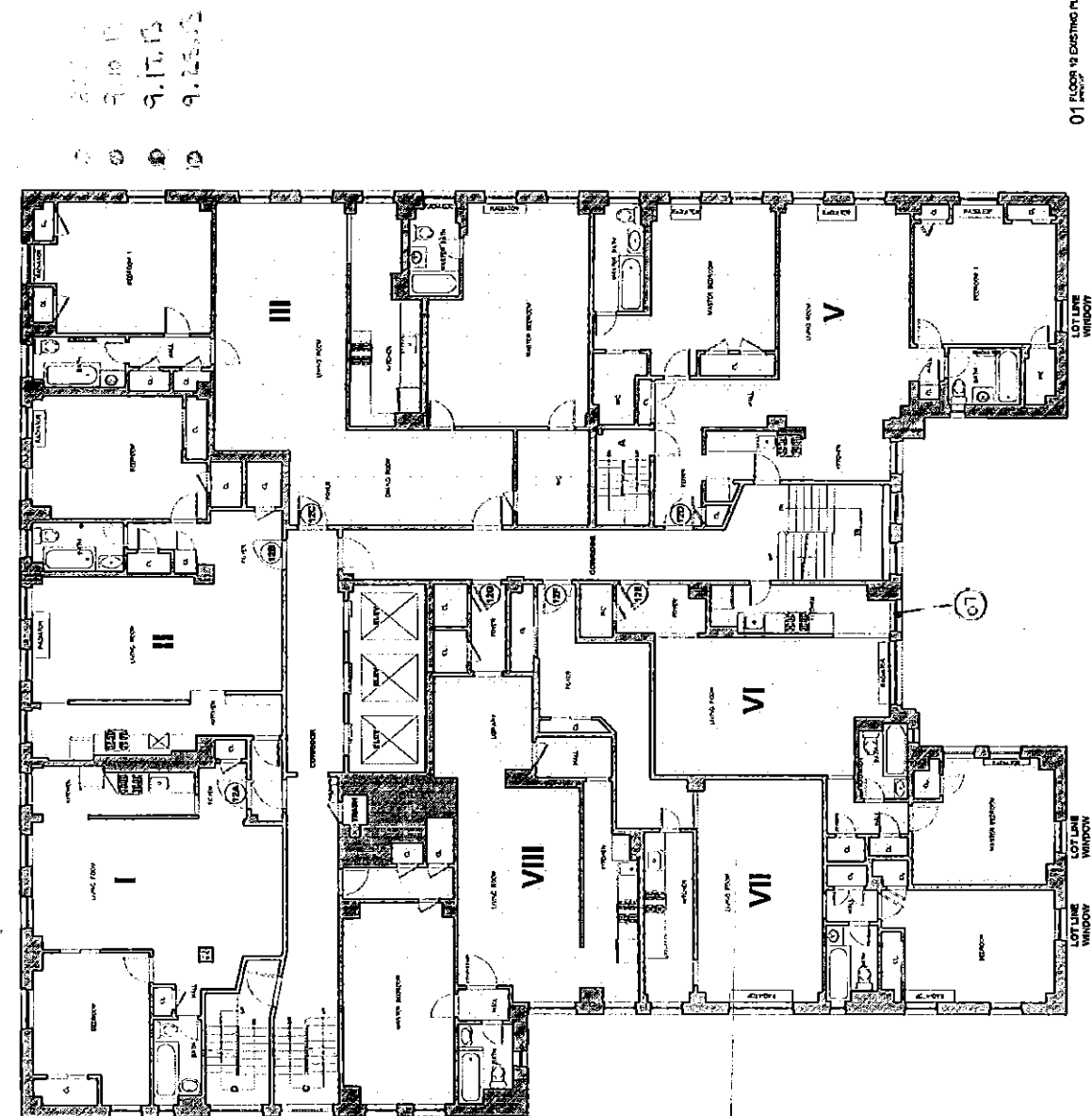
BUCKLE UP ARCHITECTS, PLLC
100 WEST END AVENUE, SUITE 100
NEW YORK, NY 10011
TEL: 212.512.1000
WWW.BUCKLEUPARCHITECTS.COM

FLOOR 11

EXISTING PLAN

PULL CODE
A-111.00
PROJECT: 111

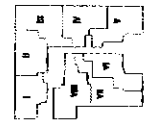
© 2014 HOKIN BUTTERFIELD ARCHITECTS, PLLC



9.10.15
9.10.15
9.10.15
9.10.15

CLIENT: HOKIN BUTTERFIELD ARCHITECTS, PLLC
DATE: 09/10/15

383 WEST END AVENUE
NEW YORK, NY 10014



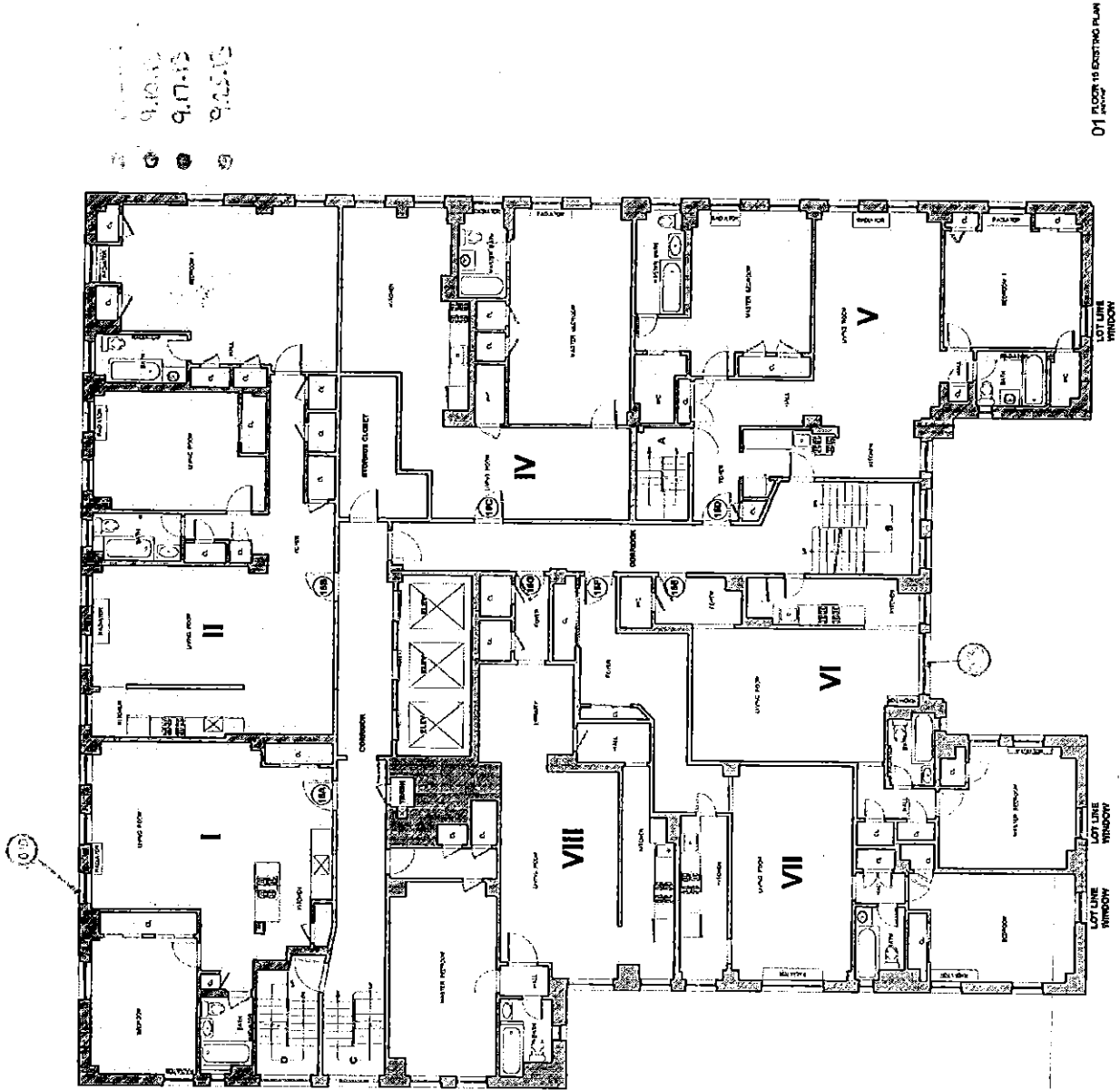
HOKIN BUTTERFIELD ARCHITECTS, PLLC
100 WEST END AVENUE
NEW YORK, NY 10014

FLOOR 12

EXISTING PLAN

SCALE: 1/8" = 1'-0"
PROJECT: 120

01 FLOOR 12 EXISTING PLAN
REV: 01



CLIENT: MERRILL
CLIENT ADDRESS: 3933 WEST END AVENUE
DATE: 09/25/15

3933 WEST END AVENUE

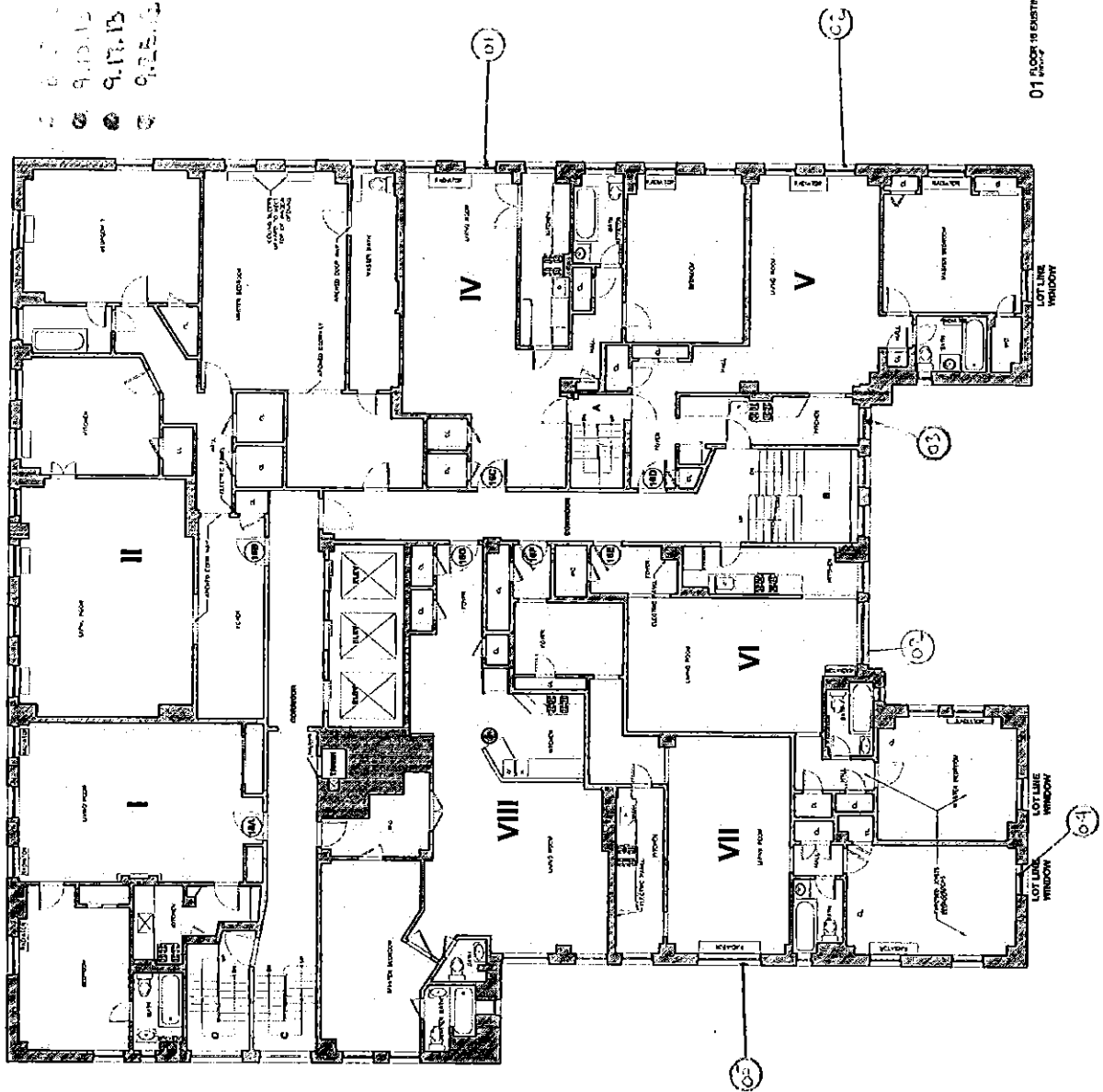


PHILIP WINTERFORD ARCHITECTS, PLLC
200 WEST 10TH AVENUE, SUITE 200
DENVER, CO 80202
TEL: 303.733.1111
WWW.PHILIPWINTERFORDARCHITECTS.COM

FLOOR 15

EXISTING PLAN

SCALE: A-115.00
PROJECT: 155



01 FLOOR 16 EXISTING PLAN

9.10.15
9.13.15
9.22.15

EXISTING
CLIENT NOTES
REVISIONS

333 WEST END AVENUE

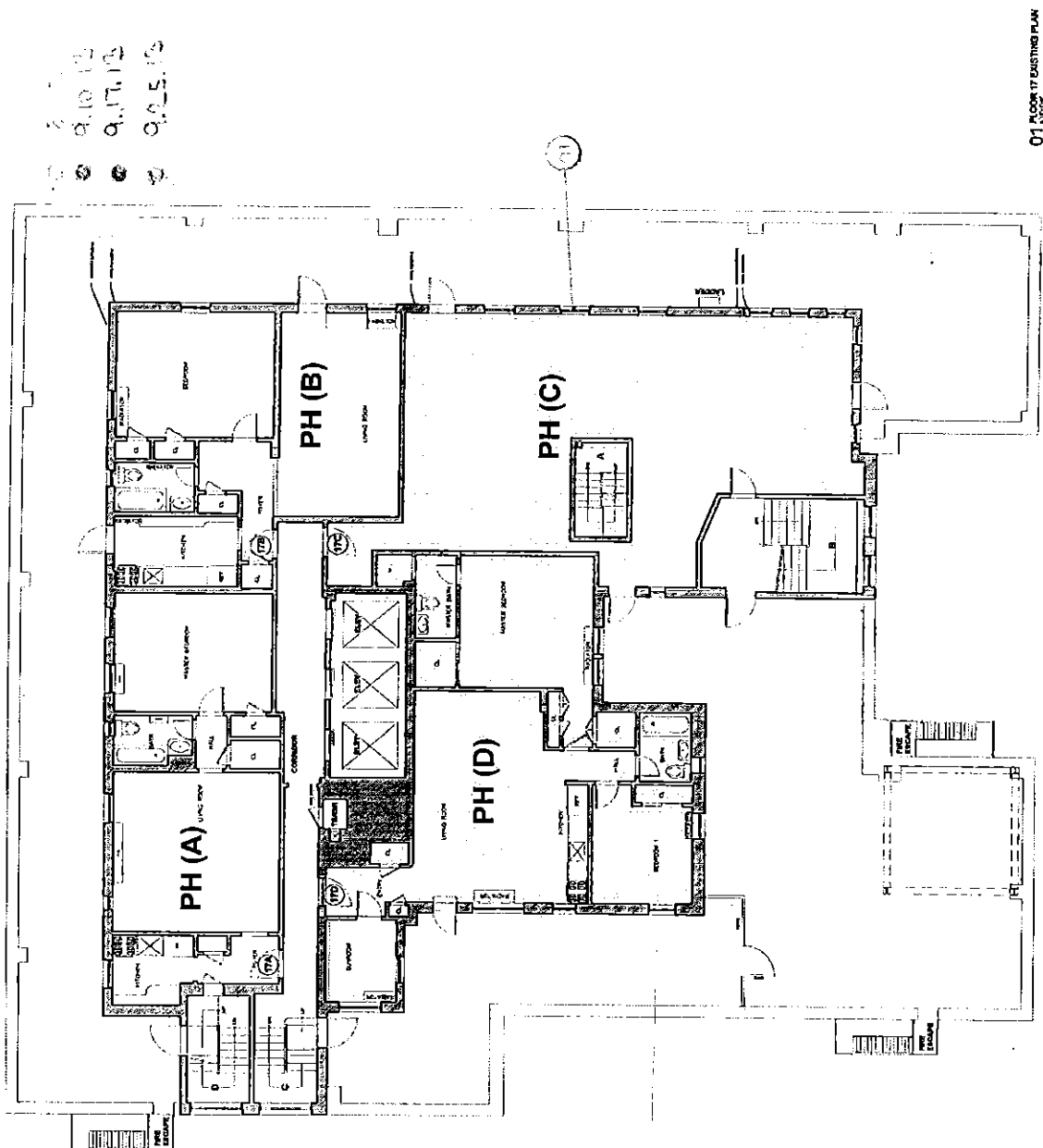


ORLIN RUTHERFORD ARCHITECTS, PLLC
ARCHITECTS
1000 WEST 10TH AVENUE, SUITE 200
DENVER, CO 80202
TEL: 303.733.8800
WWW.ORA-PA.COM

FLOOR 16

EXISTING PLAN

FULL SCALE
A-116.00
PROJECT: 150

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ON REVERSE SIDE

4.7.2.1.0	2014.12.31 止の期末数
4.7.2.1.9	2015.12.31 止の期末数

393 WEST END AVENUE



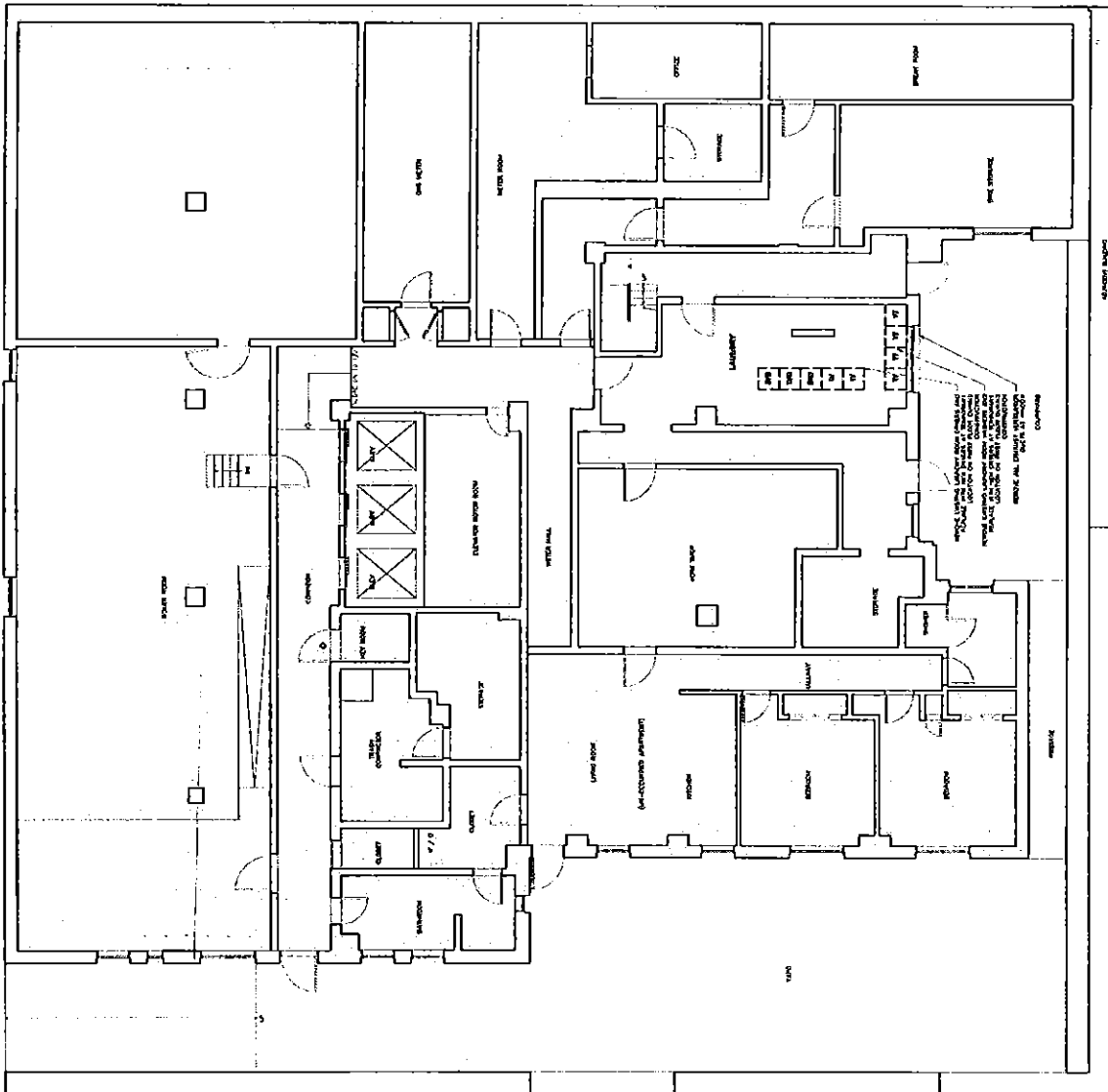
Richard Rutherford Architects, PLLC
4000 West 10th Street, Suite 100
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.rutherfordarchitects.com

FLOOR 17(PH)

EXISTING PLAN

FULL SCALE
A-117.00

01 FLOOR 17 EXISTING PLAN

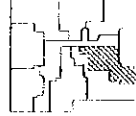


01 BASEMENT DEMOLITION PLAN

PROJECT: 393 WEST END AVENUE
LABORATORY

393 WEST END AVENUE

NO. 10-10-10-10-10

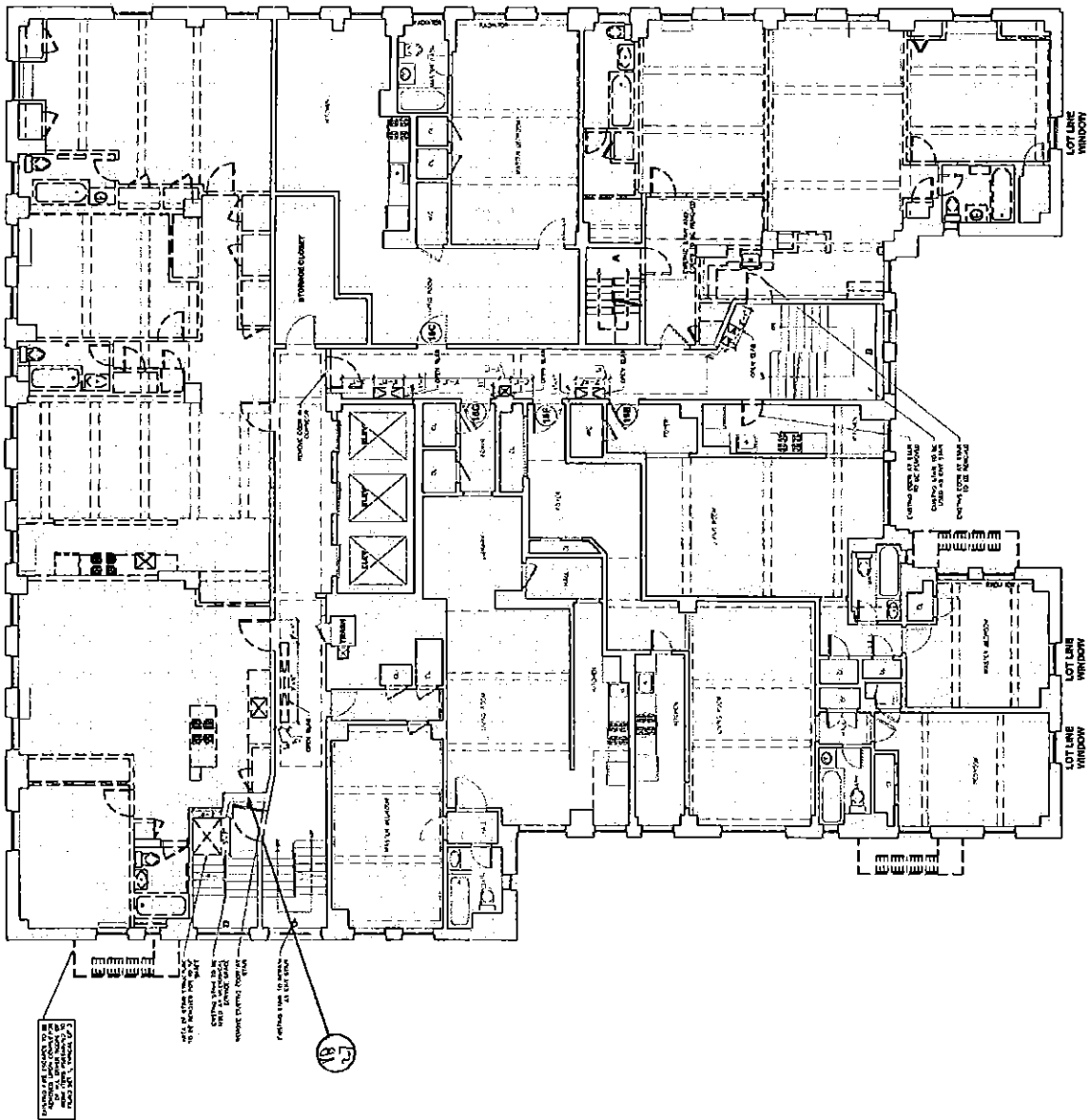


NO. 10-10-10-10-10
NO. 10-10-10-10-10
NO. 10-10-10-10-10

BASEMENT DEMOLITION
PLAN

PROJECT: 393
A-030.00

SHEET: 4 OF 9



DEMOLITION LEGEND	
	REMOVE EXISTING DOOR AT THIS LOCATION
	REMOVE EXISTING DOOR AT THIS LOCATION
	REMOVE EXISTING DOOR AT THIS LOCATION

1. REMOVE EXISTING DOOR AT THIS LOCATION
2. REMOVE EXISTING DOOR AT THIS LOCATION
3. REMOVE EXISTING DOOR AT THIS LOCATION
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12. REMOVE EXISTING DOOR AT THIS LOCATION
13. REMOVE EXISTING DOOR AT THIS LOCATION
14. REMOVE EXISTING DOOR AT THIS LOCATION
15. REMOVE EXISTING DOOR AT THIS LOCATION

PLANS BY RUTHVEN ARCHITECTS, PLLC
383 WEST END AVENUE
NEW YORK, NY 10014

383 WEST END AVENUE

NEW YORK, NY 10014



RUTHVEN ARCHITECTS, PLLC
383 WEST END AVENUE
NEW YORK, NY 10014

FLOOR 15 DEMOLITION
PLAN

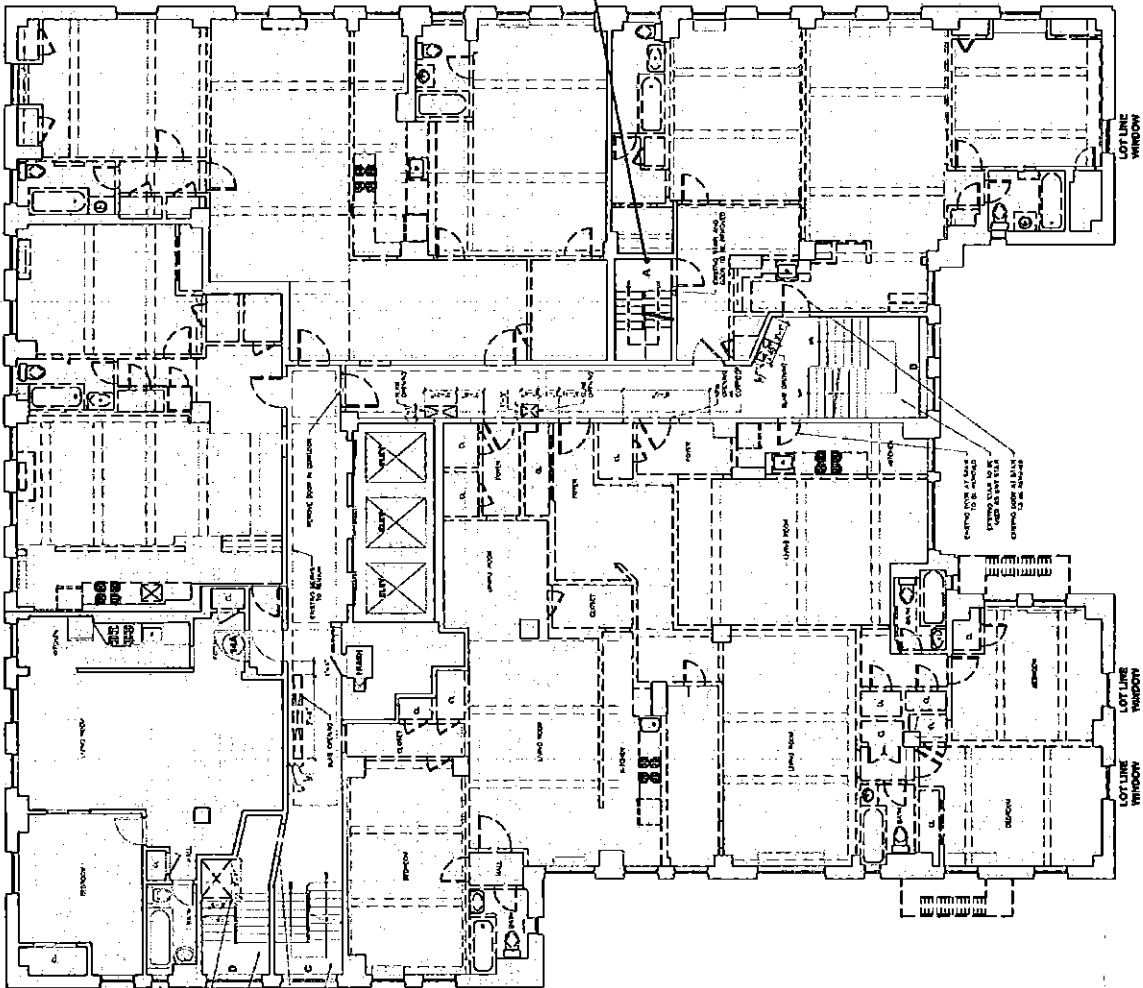
PROJECT 109
A-045.00

DATE: 10-04-03

01 FLOOR 15 DEMOLITION PLAN

DEMOLITION LEGEND	
	EXISTING WALL
	WALL TO BE DEMOLISHED
	WALL TO BE DEMOLISHED - SEE NOTE 1
	WALL TO BE DEMOLISHED - SEE NOTE 2
	WALL TO BE DEMOLISHED - SEE NOTE 3
	WALL TO BE DEMOLISHED - SEE NOTE 4
	WALL TO BE DEMOLISHED - SEE NOTE 5
	WALL TO BE DEMOLISHED - SEE NOTE 6
	WALL TO BE DEMOLISHED - SEE NOTE 7

1. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.
2. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.
3. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.
4. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.
5. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.
6. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.
7. SEE DEMOLITION SCHEDULE FOR DEMOLITION SEQUENCE AND DATES.



01 FLOOR 14 DEMOLITION PLAN

PLANNING & DESIGN
ARCHITECTS, P.C.

393 WEST END AVENUE



PLANNING & DESIGN
ARCHITECTS, P.C.

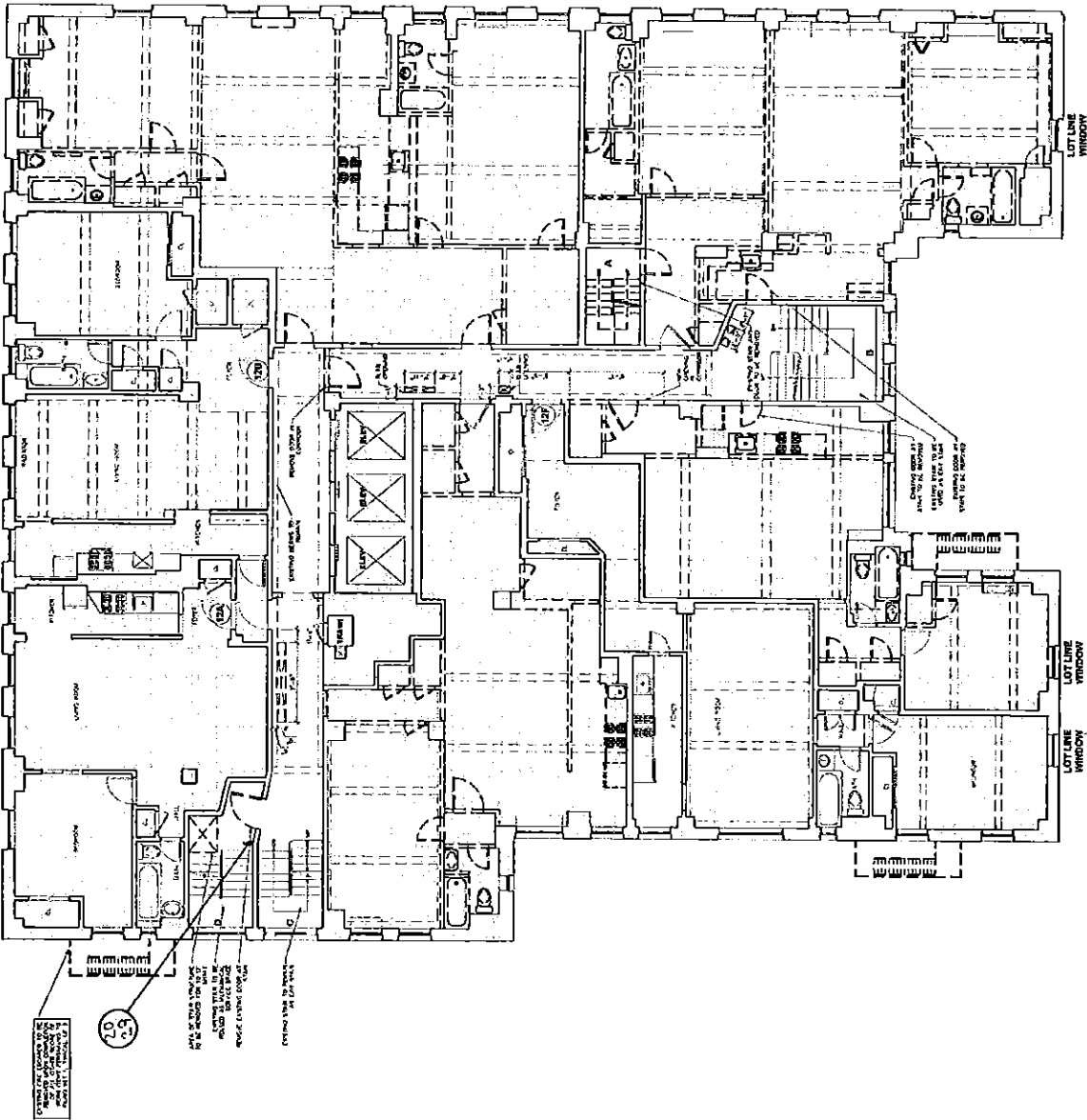
FLOOR 14 DEMOLITION
PLAN

PROJECT: 199
SHEET: 18 OF 18

PROJECT: 199
SHEET: 18 OF 18

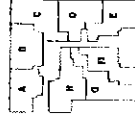
DEMOLITION LEGEND	
	EXISTING WALL
	WALL TO BE REMOVED
	WALL TO BE REMOVED AND REPLACED WITH GLASS
	WALL TO BE REMOVED AND REPLACED WITH GLASS AND DOOR

NOTES: 1. DEMOLITION WORK IS TO BE COMPLETED IN ACCORDANCE WITH THE FOLLOWING: a. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. b. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. c. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. d. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. e. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. f. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. g. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. h. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. i. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. j. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. k. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. l. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. m. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. n. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. o. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. p. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. q. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. r. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. s. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. t. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. u. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. v. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. w. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. x. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS. y. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS AND DOOR. z. ALL EXISTING WALLS ARE TO BE REMOVED AND REPLACED WITH GLASS.



PLANS SET NO. 1
SHEET 1 OF 1

333 WEST END AVENUE



KULIN ARCHITECTURAL ARCHITECTS, PLLC
100 WEST 11TH STREET, SUITE 200
NEW YORK, NY 10011
TEL: (212) 691-1234
FAX: (212) 691-1235

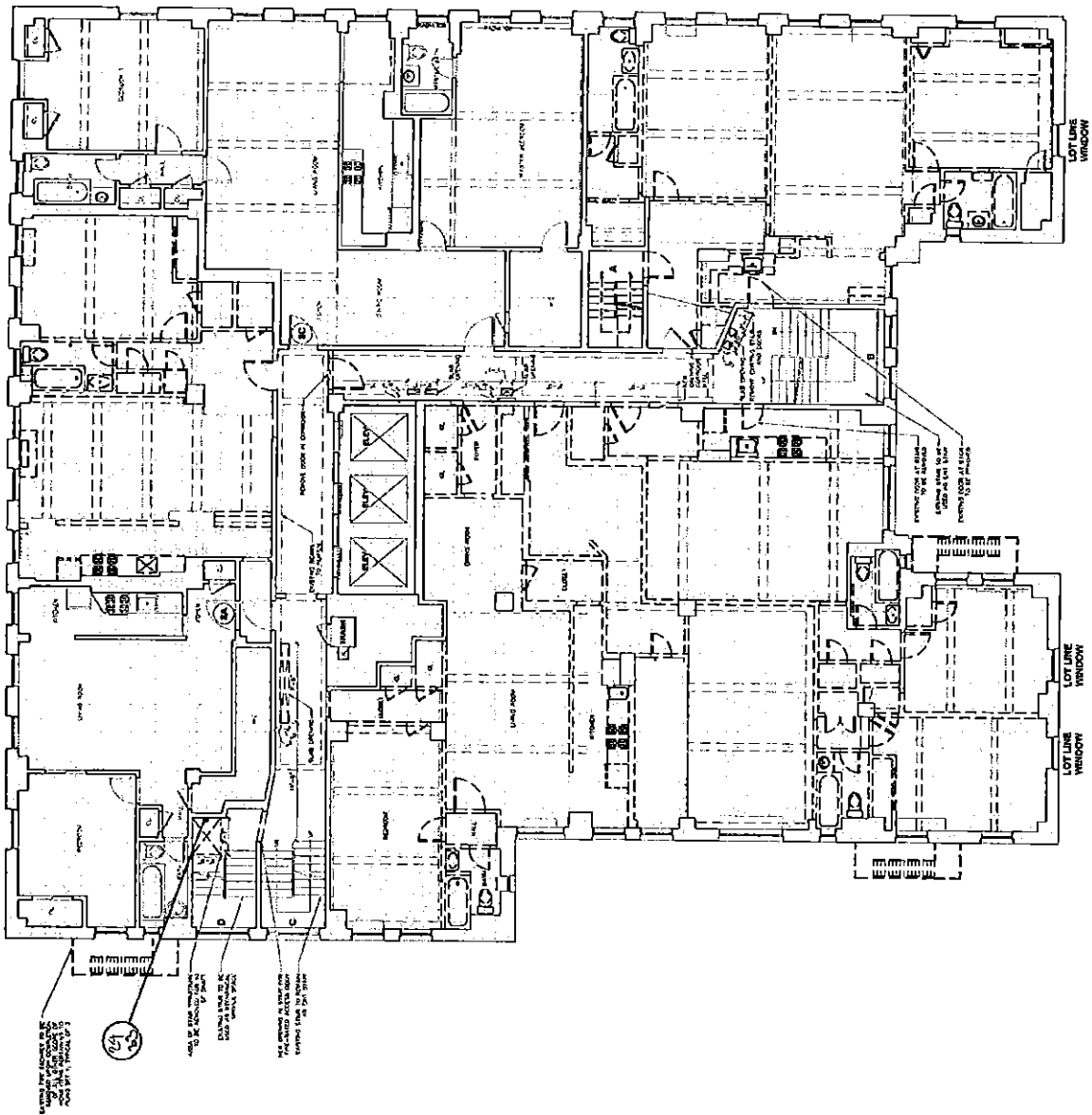
FLOOR 12 DEMOLITION
PLAN

SCALE
A-042.00

PROJECT: 105

SHEET: 17 OF 18

01 FLOOR 12 DEMOLITION PLAN



DEMOLITION LEGEND	
	WALL
	DOOR
	STAIR
	ELEVATOR
	LOBBY

1. ALL EXISTING WALLS AND PARTITIONS TO BE DEMOLISHED ARE SHOWN WITH DASHED LINES. ALL NEW WALLS AND PARTITIONS TO BE CONSTRUCTED ARE SHOWN WITH SOLID LINES. ALL EXISTING DOORS AND WINDOWS TO BE DEMOLISHED ARE SHOWN WITH DOTTED LINES. ALL NEW DOORS AND WINDOWS TO BE CONSTRUCTED ARE SHOWN WITH SOLID LINES. ALL EXISTING STAIRS TO BE DEMOLISHED ARE SHOWN WITH DOTTED LINES. ALL NEW STAIRS TO BE CONSTRUCTED ARE SHOWN WITH SOLID LINES. ALL EXISTING ELEVATORS TO BE DEMOLISHED ARE SHOWN WITH CIRCLES WITH AN 'X'. ALL NEW ELEVATORS TO BE CONSTRUCTED ARE SHOWN WITH CIRCLES WITH A DOT. ALL EXISTING LOBBY AREAS TO BE DEMOLISHED ARE SHOWN WITH CIRCLES WITH A DOT. ALL NEW LOBBY AREAS TO BE CONSTRUCTED ARE SHOWN WITH CIRCLES WITH A DOT.

393 WEST END AVENUE
FLOOR 8 DEMOLITION PLAN



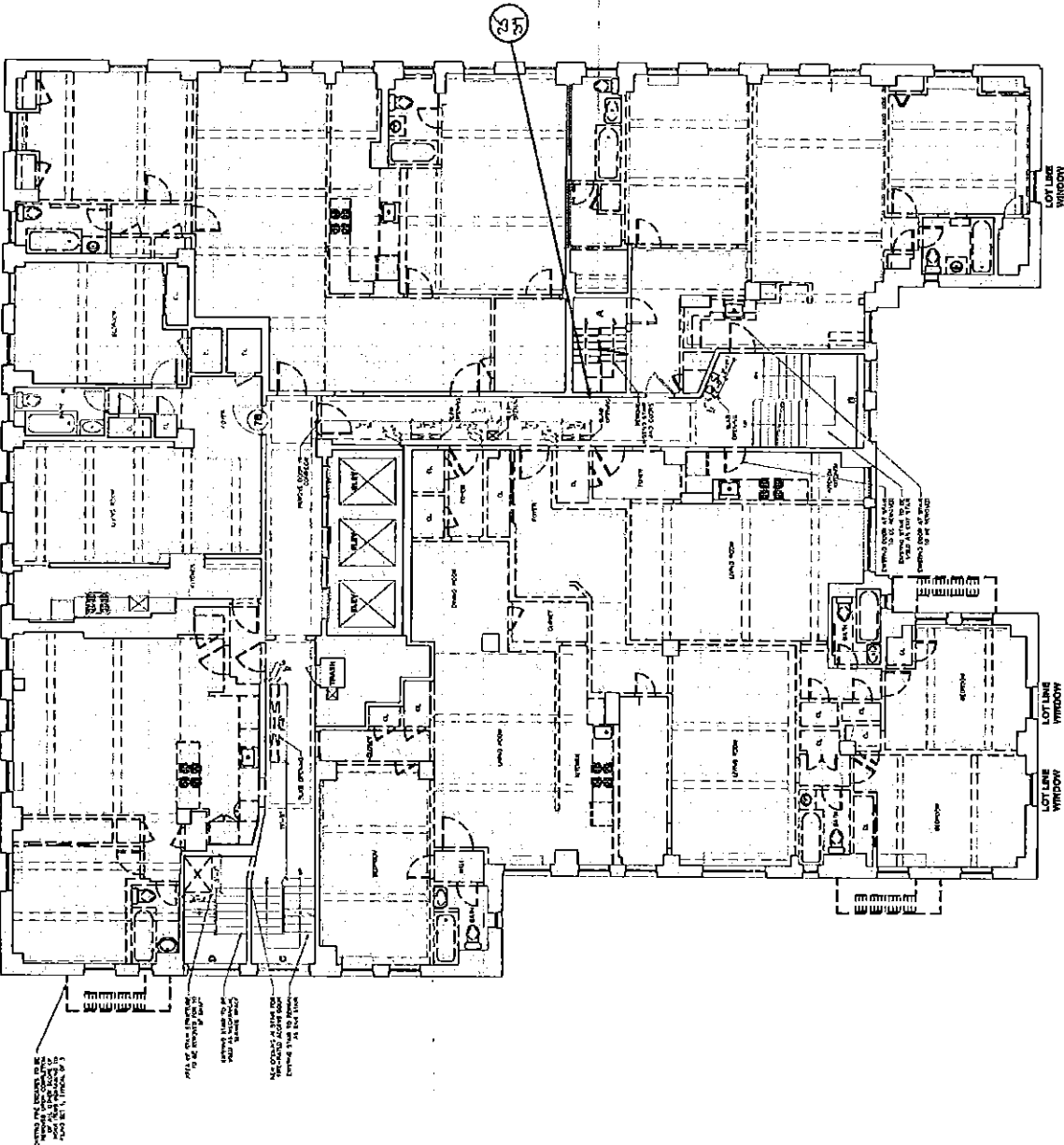
HUNTER INTERNATIONAL ARCHITECTS, PLLC
2012 07 24

FLOOR 8 DEMOLITION PLAN
PROJECT: 393
SHEET: 33 OF 65

DEMOLITION LEGEND	
	EXISTING WALL
	WALL TO BE DEMOLISHED
	WALL TO BE DEMOLISHED
	WALL TO BE DEMOLISHED
	WALL TO BE DEMOLISHED

THIS FLOOR IS PROPOSED TO BE DEMOLISHED IN CONNECTION WITH THE CONSTRUCTION OF A NEW BUILDING. THE EXISTING BUILDING IS TO BE DEMOLISHED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

1. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
2. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
3. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
4. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
5. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
6. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
7. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
8. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
9. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
10. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.



THE EXISTING BUILDING IS TO BE DEMOLISHED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

1. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
2. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
3. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
4. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
5. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
6. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
7. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
8. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
9. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.
10. DEMOLITION OF EXISTING BUILDING TO BE COMPLETED BY 12/31/2010.

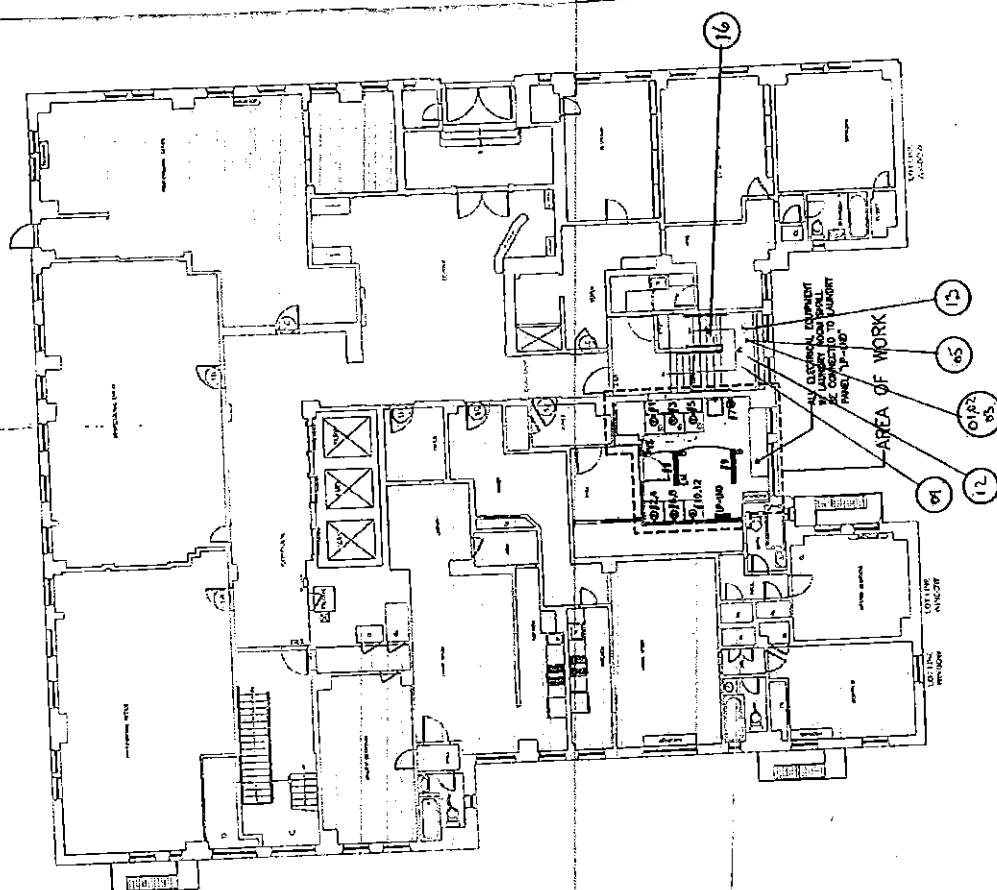
303 WEST END AVENUE
 303 WEST END AVENUE



WILSON INTERIORS ARCHITECTS, P.L.L.C.
 1000 WEST END AVENUE
 SUITE 1000
 WASHINGTON, D.C. 20001

FLOOR 7
 DEMOLITION PLAN
 PROJECT: 196
 A-037.00
 SHEET: 13 OF 13

01 FLOOR 7 DEMOLITION PLAN

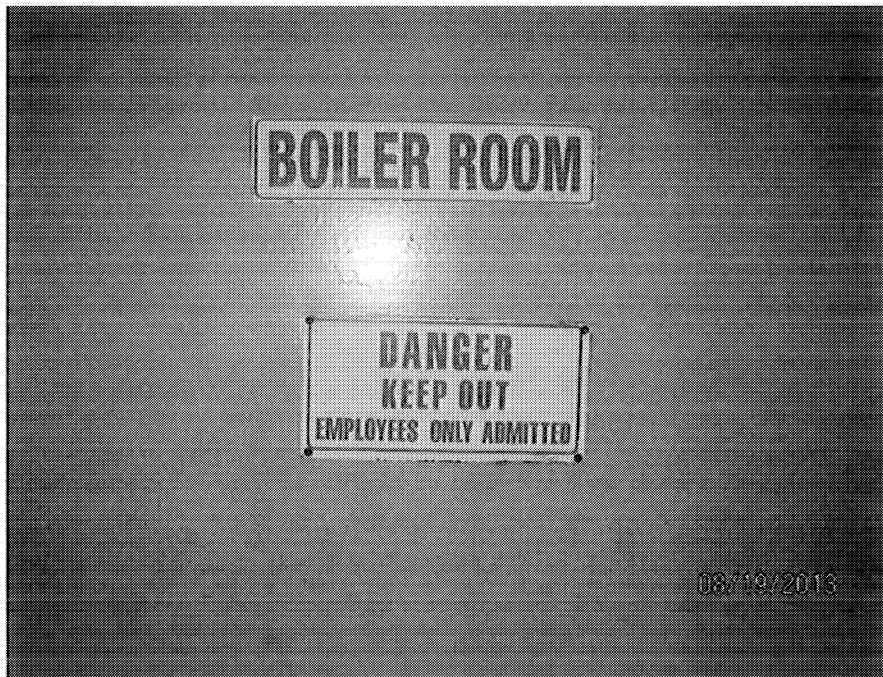


Appendix D

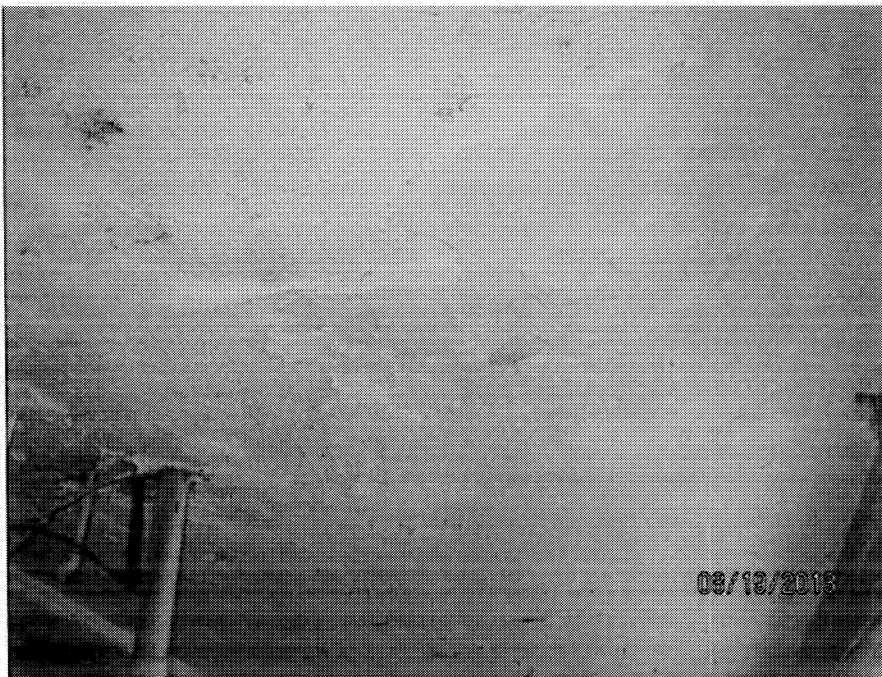
Photo Log

CS 393, LLC
393 WEST END AVENUE
BASEMENT

1. Basement boiler room west entrance.



2. Basement boiler room ACM acoustical plaster ceiling.



CS 393, LLC
393 WEST END AVENUE
BASEMENT

3. Basement boiler room ACM breach, damage at south end on ramp.

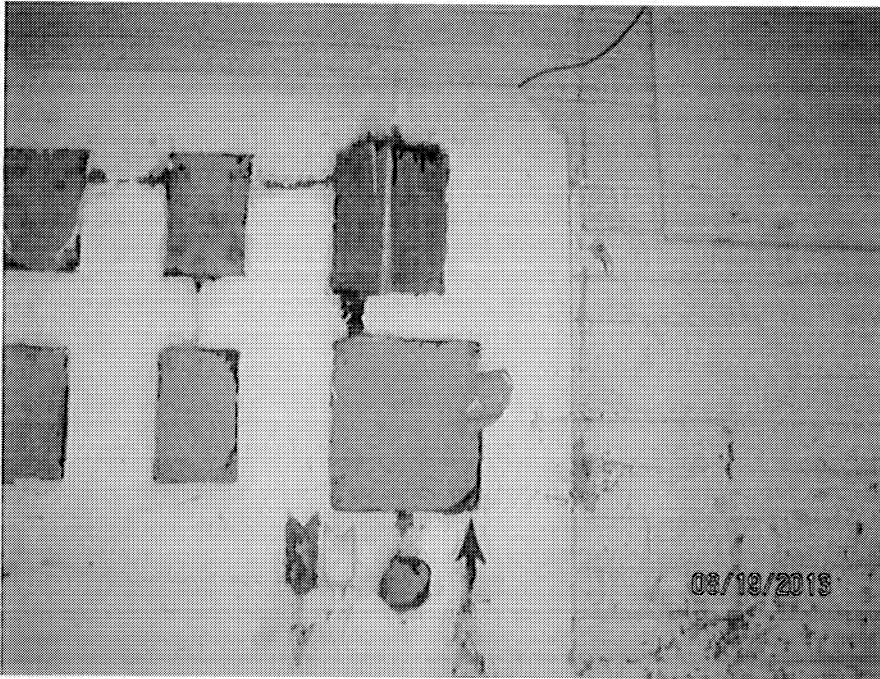


4. South end of the west tank, ACM.



479
CS 393, LLC
393 WEST END AVENUE
BASEMENT

5. Basement boiler room south wall ACM Transite panel.

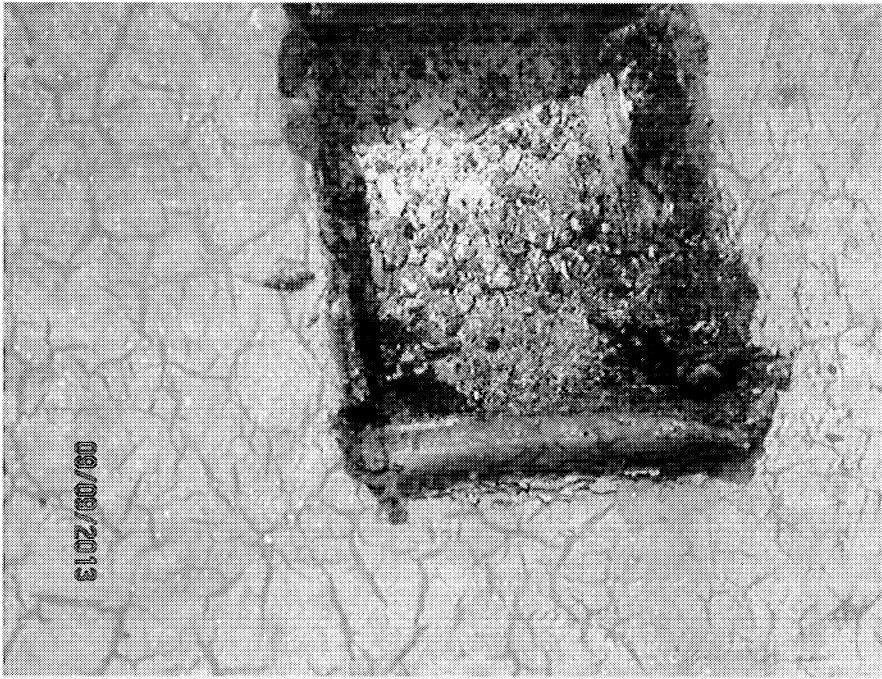


6. Basement boiler room ACM piping in the NE corner.

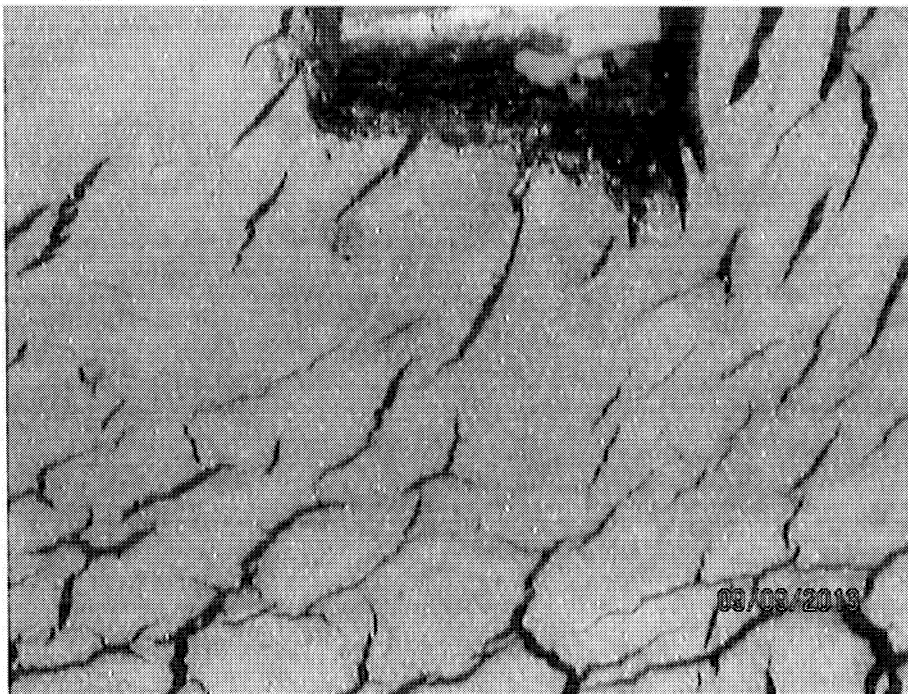


CS 393, LLC
393 WEST END AVENUE
ROOF

1. Built-up roofing sample location # 2, ACM. The tan is part of the concrete roof deck.

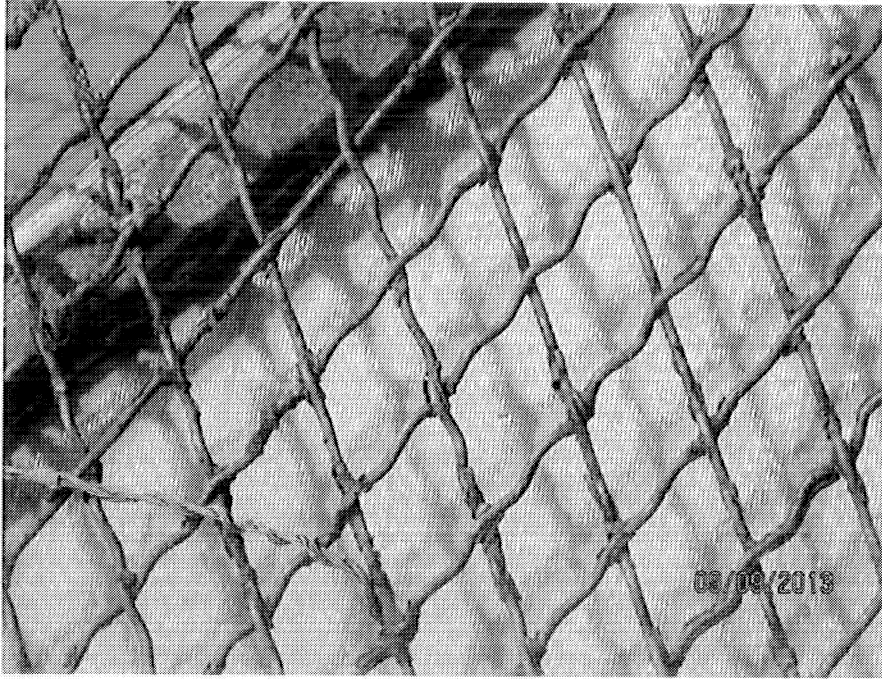


2. Roof flashing location #3, ACM.



481
CS 393, LLC
393 WEST END AVENUE
ROOF

3. Tar on skylight seams, ACM.

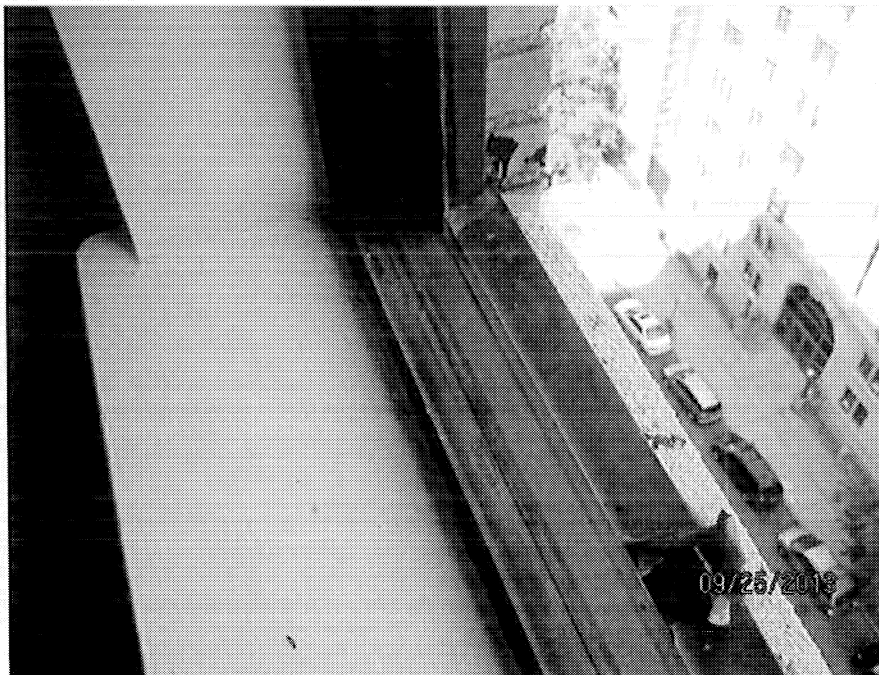


CS 393, LLC
393 WEST END AVENUE
WINDOWS

1. Apartment 16C living room looking east at aluminum capping exposing the ACM window caulk.

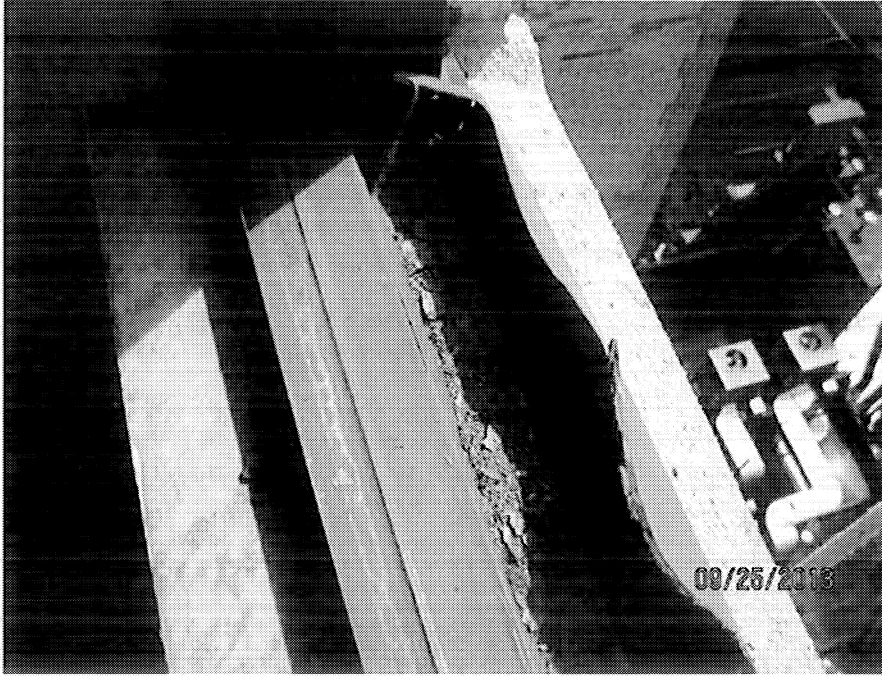


2. Apartment 15A living room looking east at ACM window caulk, under the capping.

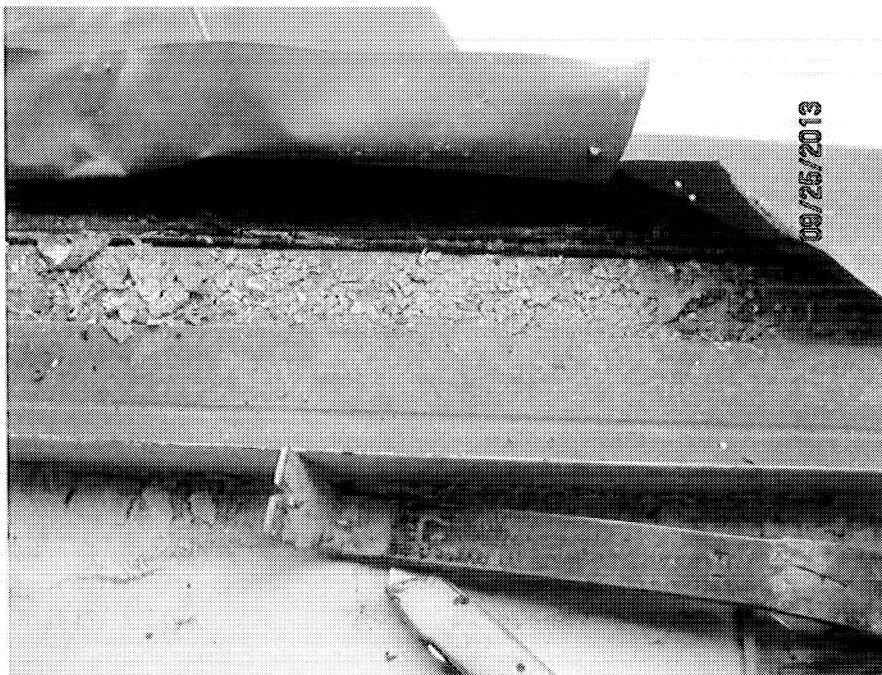


CS 393, LLC
393 WEST END AVENUE
WINDOWS

3. Apartment 12E kitchen looking south at ACM window caulk under the capping.



4. Apartment 8B bedroom looking north ay ACM caulk under the capping.

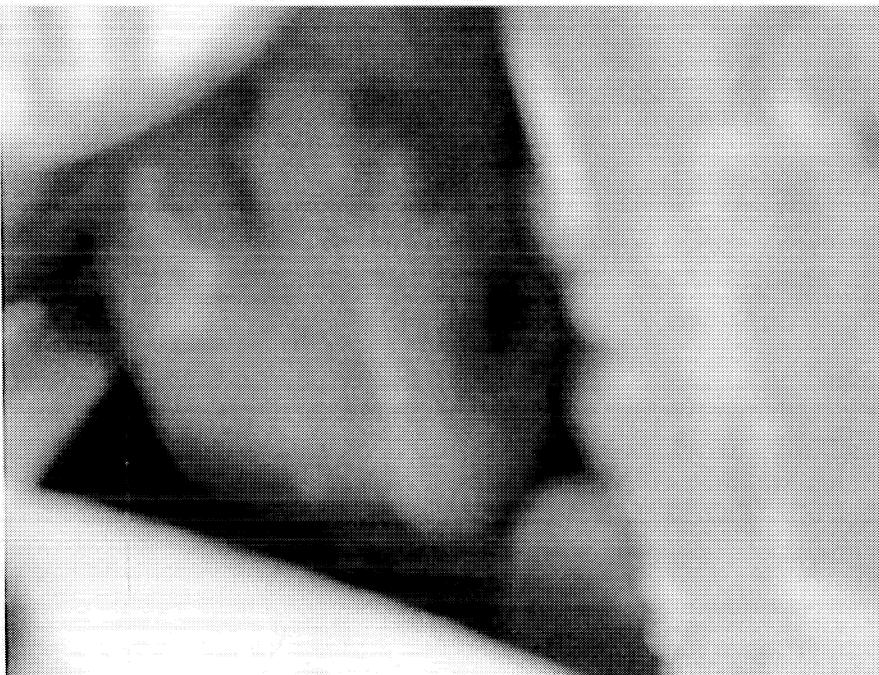


CS 393, LLC
393 WEST END AVENUE
PENTHOUSE WINDOWS

1. Looking east at PH D window, urethane foam was used between the window and building.

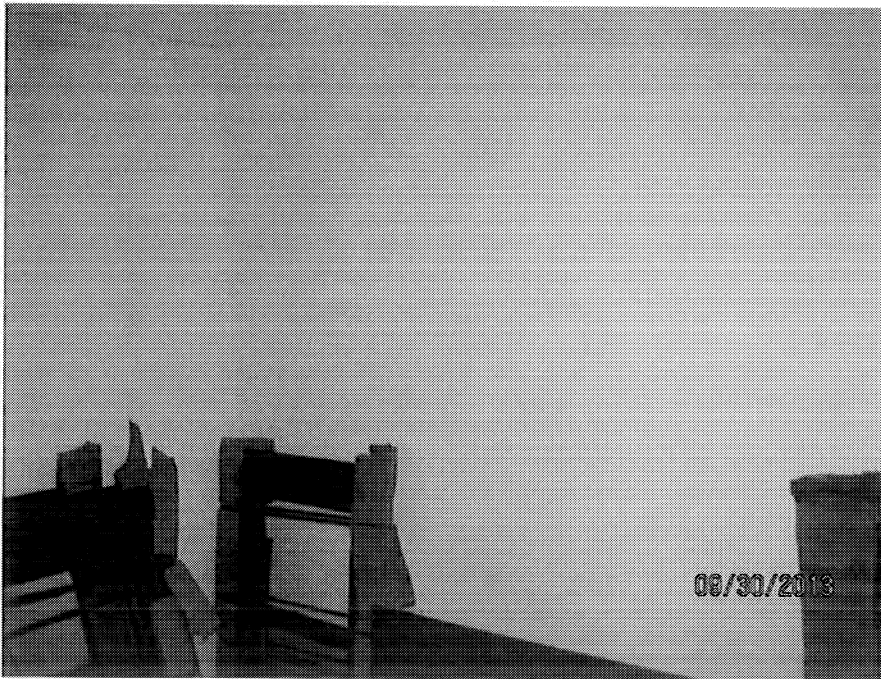


2. The urethane foam.



485
CS 393, LLC
393 WEST END AVENUE
LAUNDRY ROOM

1. Apartment 1F hall looking south at non-ACM gypsum board.

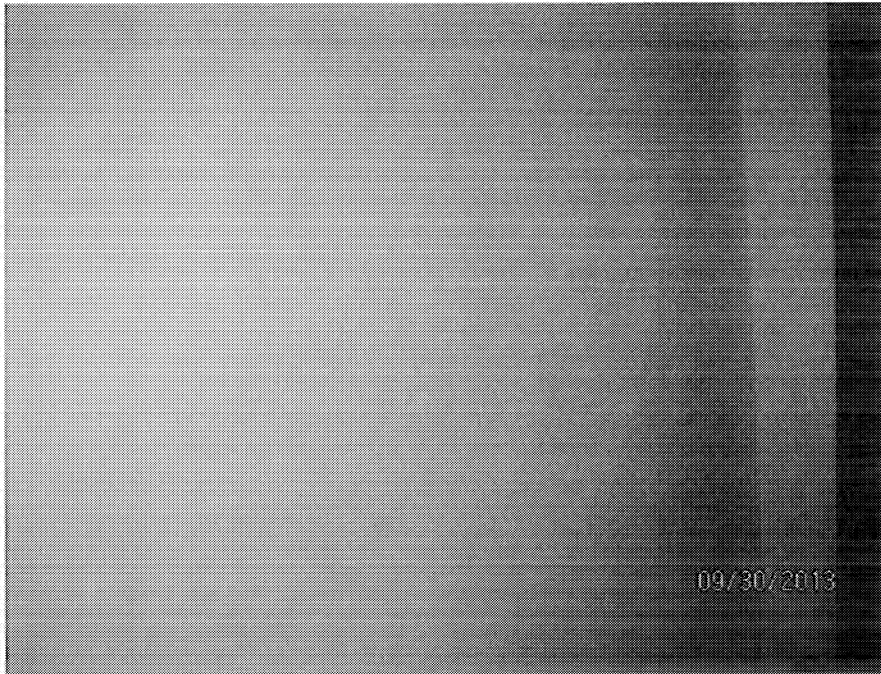


2. Apartment 1F bedroom looking east at the closet wall being removed.

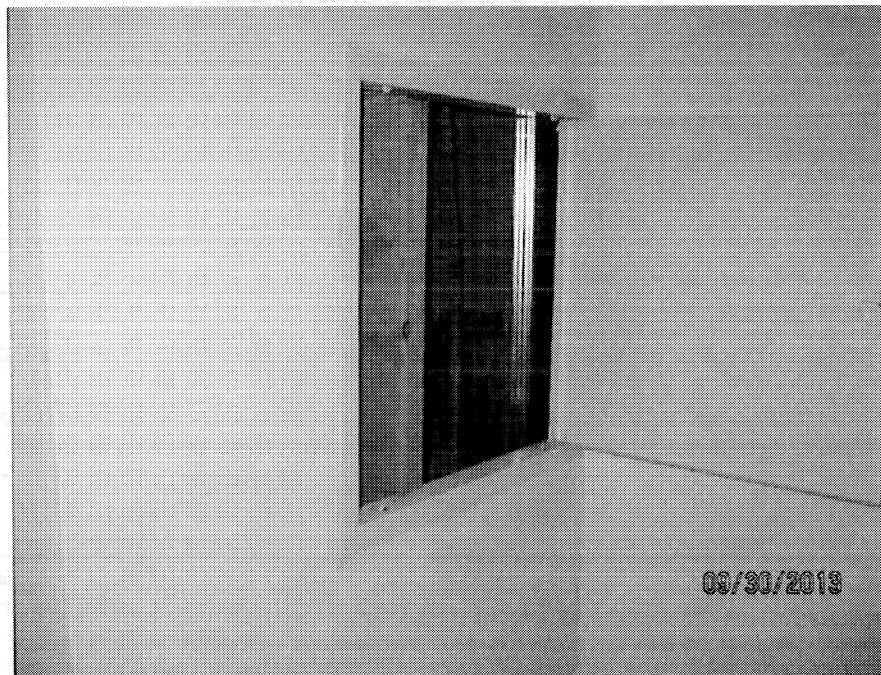


CS 393, LLC
393 WEST END AVENUE
LAUNDRY ROOM

3. Apartment 1F bedroom closet looking west at non-ACM gypsum Board wall.

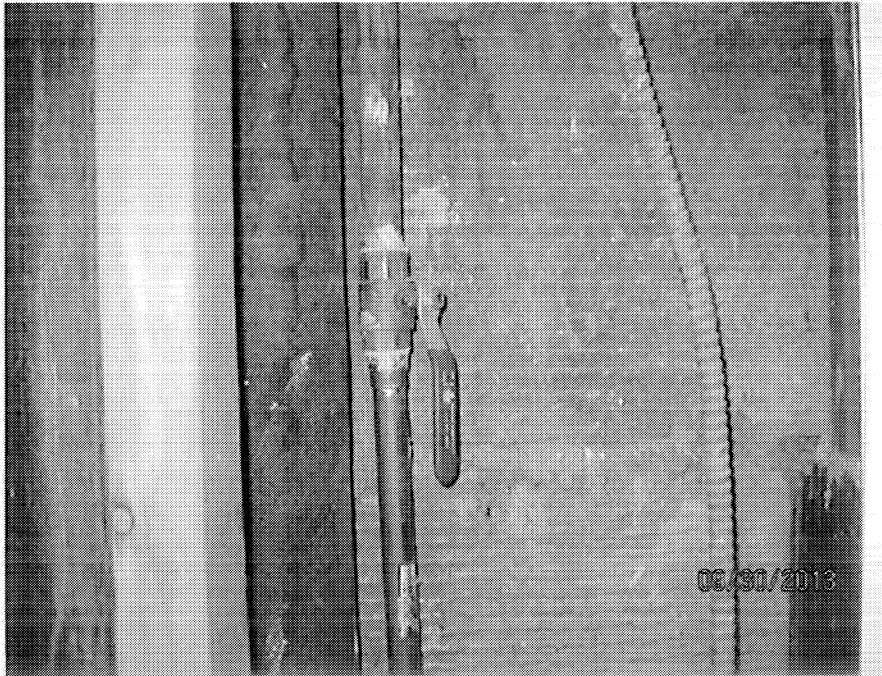


4. Apartment 1F bedroom closet looking west at access panel.

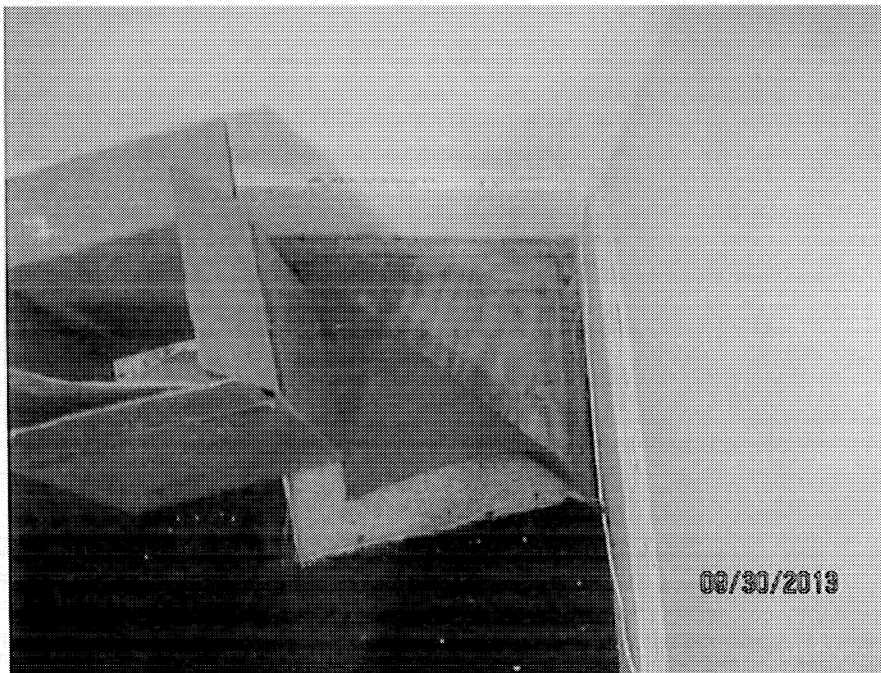


CS 393, LLC
393 WEST END AVENUE
LAUNDRY ROOM

5. Apartment 1F bedroom closet, looking west at non-ACM Pyrobar Block & Mortar.



6. Apartment 1F Bedroom floor is non-suspect sub-floor under the carpet.



CS 393, LLC
393 WEST END AVENUE
LAUNDRY ROOM

7. Concrete deck inside closer.



8. Basement laundry room looking north at bare, red sprinkler line..



CS 393, LLC
393 WEST END AVENUE
LAUNDRY ROOM

9. Looking east at exhaust ducts in the basement window.



10. Looking east at bare heating pipes in the basement laundry room.



CS 393, LLC
393 WEST END AVENUE
LAUNDRY ROOM

11. Looking west at bare steam piping.



12. Looking south at bare, red, sprinkler lines



CS 393, LLC
393 WEST END AVENUE
INTERIOR

1. Apartment 12A kitchen. The yellow floor tile, red floor tile and black mastic were all determined to be ACM by laboratory analysis.

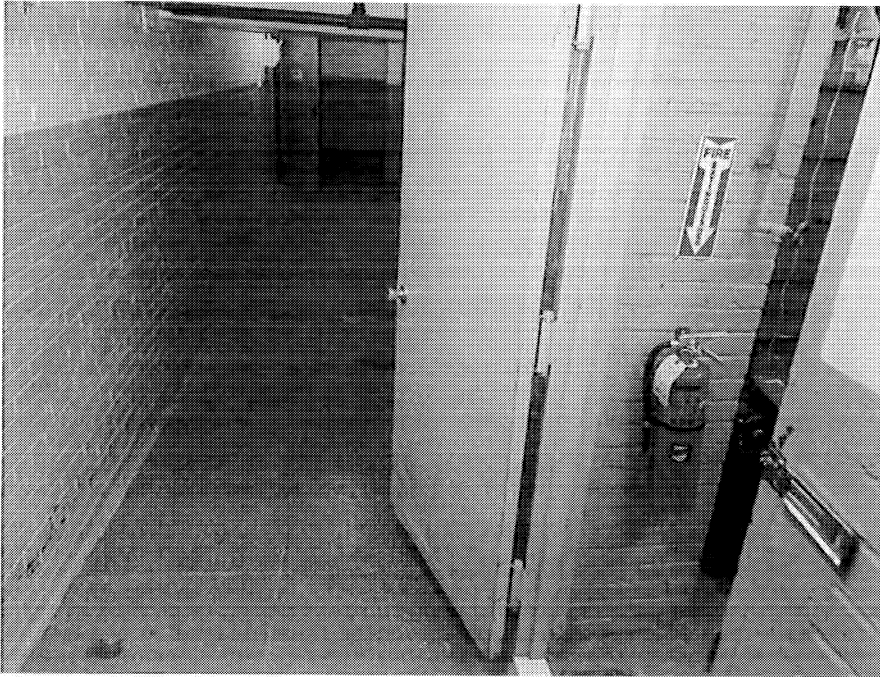


2. 10th floor non-ACM fire door core to stairwell A.

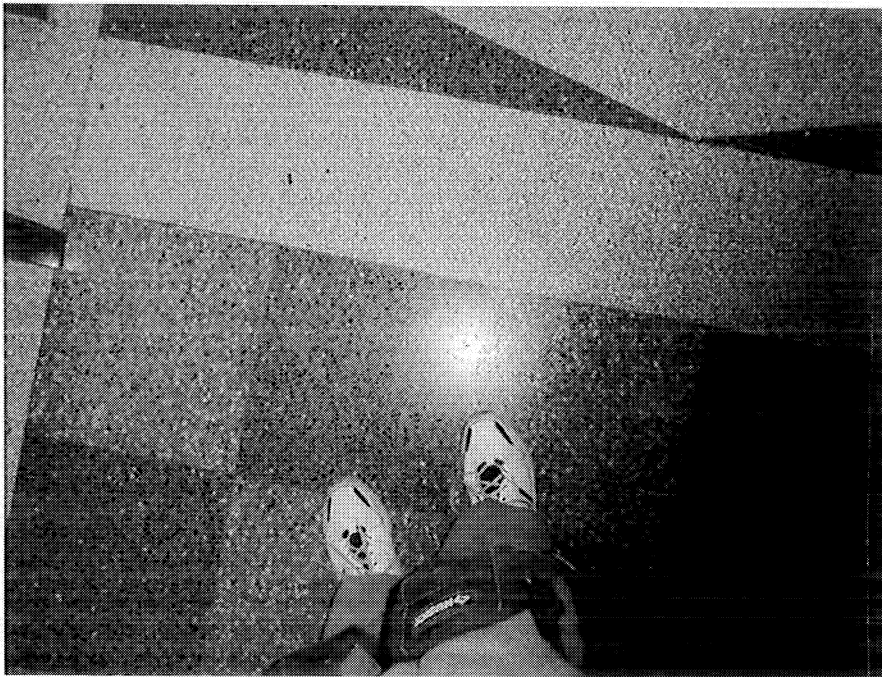


CS 393, LLC
393 WEST END AVENUE
INTERIOR

3. Basement electric second type of non-ACM fire door.



4. 1st floor looking at a variety of non-ACM terrazzo flooring.



CS 393, LLC
393 WEST END AVENUE
INTERIOR

5. Common corridor looking at two types of non-ACM terrazzo flooring.



6. Roof looking at ACM tar on the skylight.

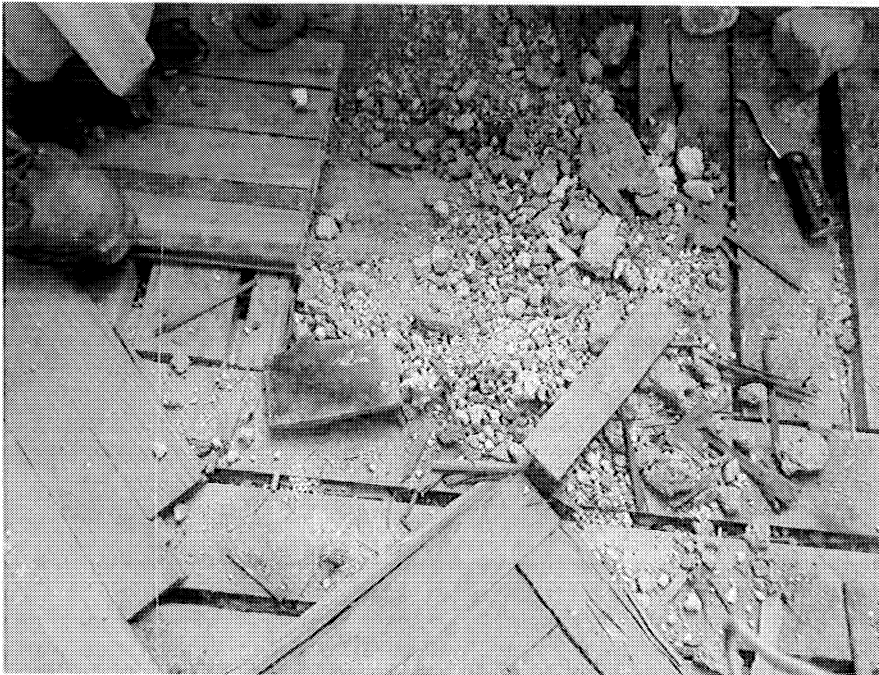


CS 393, LLC
393 WEST END AVENUE
INTERIOR

7. Roof looking at ACM pitch pockets and ACM roofing felts.



8. Apt. 10A living room looking at ACM piping inside sleeve under sub-flooring.



495
CS 393, LLC
393 WEST END AVENUE
INTERIOR

9. Apt. 16 D wooden sub-flooring under wooden parquet flooring.



Appendix E

Laboratory Results & Chain of Custody Forms


AmeriSci New York

 117 EAST 30TH ST.
 NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

 Lawrence Environmental Group, LLC
 Attn: Jill Kaplan
 350 Lexington Avenue
 12 Floor PH
 New York, NY 10016

 Date Received 08/20/13
 Date Examined 08/20/13
 ELAP # 11480
 RE: SMNDEV-001; D1805/D1806; 393 West End Avenue, NY, NY

AmeriSci Job # 213084133

P.O. #

Page 1 of 6

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213084133-01	Yes	40 %
01	Location: Bsmt Boiler Room Ceiling NE Quadrant		(by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13

 Analyst Description: Tan, Homogeneous, Fibrous, Bulk Material
 Asbestos Types: Chrysotile 40.0 %
 Other Material: Non-fibrous 60 %

02	213084133-02		NA/PS
01	Location: Bsmt Boiler Room Ceiling Above Boiler		

 Analyst Description: Bulk Material
 Asbestos Types:
 Other Material:

03	213084133-03		NA/PS
01	Location: Bsmt Boiler Room Ceiling SW Quadrant		

 Analyst Description: Bulk Material
 Asbestos Types:
 Other Material:

04	213084133-04	Yes	50 %
02	Location: Bsmt Boiler Room East Tank North End		(by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13

 Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material
 Asbestos Types: Chrysotile 50.0 %
 Other Material: Non-fibrous 50 %

05	213084133-05		NA/PS
02	Location: Bsmt Boiler Room East Tank East Side Middle		

 Analyst Description: Bulk Material
 Asbestos Types:
 Other Material:

AmeriSci Job #: 213084133

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; D1805/D1806; 393 West End Avenue, NY, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
			NA/PS
06 02	213084133-06 Location: Bsmt Boiler Room East Tank East Side South		
Analyst Description: Bulk Material Asbestos Types: Other Material:			
07 03	213084133-07 Location: Bsmt Boiler Room West Tank South End	Yes	57.1 % (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 57.1 % Other Material: Non-fibrous 42.9 %			
08 03	213084133-08 Location: Bsmt Boiler Room West Tank Bottom Of Tank Middle		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
09 03	213084133-09 Location: Bsmt Boiler Room West Tank Bottom Of Tank North End		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
10 04	213084133-10 Location: Basmt Boiler Room Breech Ramp South Side	Yes	17.4 % (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 17.4 % Other Material: Fibrous glass 15 %, Non-fibrous 67.6 %			
11 04	213084133-11 Location: Bsmt Boiler Room Breech Above Boiler		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

AmeriSci Job #: 213084133

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; D1805/D1806; 393 West End Avenue, NY, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
			NA/PS
12 04	213084133-12 Location: Bsmt Boiler Room Breech North Side		
Analyst Description: Bulk Material Asbestos Types: Other Material:			
13 05	213084133-13 Location: Bsmt Boiler Room Pipe Insulation Top Of Ramp SW Quadrant	Yes	16 % (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey/Brown, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 16.0 % Other Material: Cellulose 70 %, Non-fibrous 14 %			
14 05	213084133-14 Location: Bsmt Boiler Room Pipe Insulation NE Quadrant		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
15 05	213084133-15 Location: Bsmt Boiler Room Pipe Insulation Above Boiler South Middle		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
16 06	213084133-16 Location: Bsmt Boiler Room Transite	Yes	22.2 % (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Fibrous, Cementitious, Bulk Material Asbestos Types: Chrysotile 22.2 % Other Material: Non-fibrous 77.8 %			
17 07	213084133-17 Location: Bsmt Boiler Room Boiler Ins. West Side North	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 25 %, Non-fibrous 75 %			

AmeriSci Job #: 213084133

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; D1805/D1806; 393 West End Avenue, NY, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
18 07	213084133-18 Location: Bsmt Boiler Room Boiler Ins. West Side South	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 25 %, Non-fibrous 75 %			
19 07	213084133-19 Location: Bsmt Boiler Room Boiler Ins. East Side South	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Fibrous glass 30 %, Non-fibrous 70 %			
20 08	213084133-20 Location: Gypsum Board Composite Apt Entrance Door	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 15 %, Non-fibrous 85 %			
21 08	213084133-21 Location: Gypsum Board Composite Bsmt Corridor Near Work Area	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey/White/Tan, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 50 %, Non-fibrous 50 %			
22 09	213084133-22 Location: Plaster Apt Entrance Door	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
23 09	213084133-23 Location: Plaster Apt Living Room Ceiling	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213084133

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; D1805/D1806; 393 West End Avenue, NY, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
24 09	213084133-24 Location: Plaster Apt Living Room West Wall	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
25 10	213084133-25 Location: Scratch Coat Apt Entrance Door	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair Trace, Non-fibrous 100 %			
26 10	213084133-26 Location: Scratch Coat Apt Living Room Ceiling	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
27 10	213084133-27 Location: Scratch Coat Apt Living Room West Wall	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair Trace, Non-fibrous 100 %			
28 11	213084133-28 Location: Ceramic Floor Grout Apt Living Room	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
29 11	213084133-29 Location: Ceramic Floor Grout Apt Corridor	No	NAD (by NYS ELAP 198.1) by John P. Koubiadis on 08/20/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

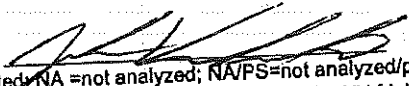
AmeriSci Job #: 213084133

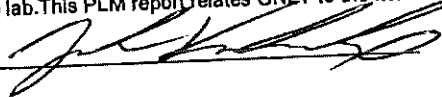
Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; D1805/D1806; 393 West End Avenue, NY, NY

Reporting Notes:

Analyzed by: John P. Koubladis 
*NAD/NSD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: 

END OF REPORT

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

213084133

212-682-2001

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: D1805/D1806Project#: SMNDEV-001Project Address: 393 West End Avenue, NY, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 29Last Sample #: 29

Turn-Around Time:

Rush ☐

12-hour

☒

24-hour

☐48-hour ☐

72-hour

☐

Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature]Date: 8-19-13Relinquished by: [Signature]Date: 8-19-13

Time: _____

Received by: _____

Date: _____

Time: _____

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213084133

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development
393 West End Avenue
New York, NY 10017

CS 393, LLC
393 West End Avenue
New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10 DATE COLLECTED: 8-19-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BSMT BOILER ROOM CEILING, NE QUAD A	01	
2	02	BSMT BOILER ROOM CEILING ABOVE BOILER	01	
3	03	BSMT BOILER ROOM CEILING, SW QUAD A	01	
4	04	BSMT BOILER ROOM EAST TANK NORTH END	02	
5	05	BSMT BOILER ROOM EAST TANK EAST SIDE MIDDLE	02	
6	06	BSMT BOILER ROOM EAST TANK EAST SIDE SOUTH	02	
7	07	BSMT BOILER ROOM WEST TANK SOUTH END	03	
8	08	BSMT BOILER ROOM WEST TANK BOTTOM OF TANK MIDDLE	03	
9	09	BSMT BOILER ROOM WEST TANK BOTTOM OF TANK NORTH END	03	
10	10	BSMT BOILER ROOM BREACH RAMP SOUTH SIDE	04	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-19-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-19-13	
RECEIVED BY:			DATE/TIME:	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		<i>[Signature]</i>	DATE/TIME: 8/20/13 15:10	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213084133

CLIENT ADDRESS:

SIMON Development
393 West End Avenue
New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC
393 West End Avenue
New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 8-19-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	11	BSMT BOILER ROOM BREACH ABOVE BOILER	04	
2	12	BSMT BOILER ROOM BREACH NORTH SIDE	04	
3	13	BSMT BOILER ROOM PIPE INSULATION TOP OF RAMP SW QUADRANT	05	
4	14	BSMT BOILER ROOM PIPE INSULATION NE QUADRANT	05	
5	15	BSMT BOILER ROOM PIPE INSULATION ABOVE BOILER SOUTH MIDDLE	05	
6	16	BSMT BOILER ROOM TRANSIT	06	
7	17	BSMT BOILER ROOM BOILER INS. WEST SIDE NORTH	07	
8	18	BSMT BOILER ROOM BOILER INS WEST SIDE SOUTH	07	
9	19	BSMT BOILER ROOM BOILER INS EAST SIDE SOUTH	07	
10	20	GYPSUM BOARD COMPOSITE APJ ENTRANCE DOOR	08	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-19-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-19-13	
RECEIVED BY:			DATE/TIME:	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		<i>[Signature]</i>	DATE/TIME: 8/20/13 15:00	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213084133

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development
393 West End Avenue
New York, NY 10017

CS 393, LLC
393 West End Avenue
New York, NY

PROJECT ID #:

NO. OF SAMPLES: 01

DATE COLLECTED: 8-19-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	21	Gypsum Board Composite BSMT Corridor Near Work Room	08	
2	22	Plaster APT Entrance Door	09	
3	23	Plaster APT Living Room Ceiling	99	
4	24	Plaster APT Living Room West Wall	09	
5	25	Scratch Coat APT Entrance Door	10	
6	26	Scratch Coat APT Living Room Ceiling	10	
7	27	Scratch Coat APT Living Room West Wall	10	
8	28	Ceramic Floor Grout APT Living Room	11	
9	29	Ceramic Floor Grout APT Corridor	11	
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-19-13	
RELINQUISHED BY:		<i>WJR</i>	DATE/TIME: 8-19-13	
RECEIVED BY:			DATE/TIME:	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		<i>[Signature]</i>	DATE/TIME: 8/20/13 15:10	

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 08/22/13 AmeriSci Job # 213084676
Date Examined 08/23/13 P.O. #
ELAP # 11480 Page 1 of 2
RE: SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213084676-01	No	NAD
01	Location: Plaster 10th Floor Apt. 10A Living Room East Wall		(by NYS ELAP 198.1) by David W. Roderick on 08/23/13

Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100 %

02	213084676-02	No	NAD
02	Location: Scratch Coat 10th Floor Apt. 10A Living Room East Wall		(by NYS ELAP 198.1) by David W. Roderick on 08/23/13

Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Animal hair 1 %, Non-fibrous 99 %

03	213084676-03	No	NAD
03	Location: Pyrobar Block 10th Floor Apt. 10A Living Room East Wall		(by NYS ELAP 198.1) by David W. Roderick on 08/23/13

Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Cellulose 3 %, Non-fibrous 97 %

04	213084676-04	No	NAD
01	Location: Plaster 12th Floor Apt. 12G Kitchen West Wall		(by NYS ELAP 198.1) by David W. Roderick on 08/23/13

Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material
Asbestos Types:
Other Material: Non-fibrous 100 %

05	213084676-05	No	NAD
02	Location: Scratch Coat 12th Floor Apt. 12G Kitchen West Wall		(by NYS ELAP 198.1) by David W. Roderick on 08/23/13

Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material
Asbestos Types:
Other Material: Animal hair 1 %, Non-fibrous 99 %

AmeriSci Job #: 213084676

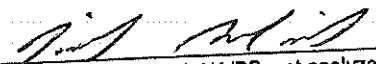
Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos Report

SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 03	213084676-06 Location: Pyrobar Block 12th Floor Apt. 12G Kitchen West Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/23/13
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			
07 01	213084676-07 Location: Plaster 6th Floor Apt. 6D Between Kitchen And Living Room East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/23/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
08 02	213084676-08 Location: Scratch Coat 6th Floor Apt. 6D Between Kitchen And Living Room East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/23/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair 1 %, Non-fibrous 99 %			

Reporting Notes:

Analyzed by: David W. Roderick 
 *NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are Inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

END OF REPORT

Reviewed By: _____

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213084676

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☐	PCM ☐	AIR ☐
LEAD ☐	TEM ☐	BULK MATERIAL ☐
OTHER ☐	PLM ☐	MICRO-VACUUM AIR ☐
	PLM NOB ☐	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: 393 West End Avenue Project#: SMNDEV-001Project Address: 393 West End Avenue, NY, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 08 Last Sample #: 08Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
48-hour ☐ 72-hour ☐ Other: _____Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: WER Date: 8-22-13 Time: 1720Relinquished by: WER Date: 8/22/13 Time: 1720Received by: JM Date: 8/22/13 Time: 1720

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213084676

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 3rd Avenue

393 West End Avenue

New York, NY 10017

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 8

DATE COLLECTED: 8-22-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	PLASTER 10 TH Floor APT 10A Living Room EAST WALL	01	
2	02	SCRATCH COAT 10 TH Floor APT 10A Living Room EAST WALL	02	
3	03	Pyrobar Block 10 TH Floor APT 10A Living Room EAST WALL	03	
4	04	PLASTER 12 TH Floor APT 12G KITCHEN WEST WALL	01	
5	05	SCRATCH COAT 12 TH Floor APT 12G KITCHEN WEST WALL	02	
6	06	Pyrobar Block 12 TH Floor APT 12G KITCHEN WEST WALL	03	
7	07	PLASTER 6 TH Floor APT 6D BETWEEN KITCHEN AND Living Room EAST WALL	01	
8	08	SCRATCH COAT 6 TH Floor APT 6D BETWEEN KITCHEN AND Living Room EAST WALL	02	
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-22-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-22-13	
RECEIVED BY:		John Mcrozee	DATE/TIME: 8/22 @ 1720	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODERICK <i>[Signature]</i>	DATE/TIME: 8/23/13 0130	

**AmeriSci New York**117 EAST 30TH ST.
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos ReportLawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 08/27/13 AmeriSci Job # 213085392
 Date Examined 08/28/13 P.O. #
 ELAP # 11480 Page 1 of 10
 RE: SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01 01	213085392-01 Location: Rough Wall Plaster 2nd Floor East Corridor North	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose 1 %, Non-fibrous 99 %			
02 01	213085392-02 Location: Rough Wall Plaster 15th Floor East Corridor East Wall North	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
03 01	213085392-03 Location: Rough Wall Plaster 12th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
04 01	213085392-04 Location: Rough Wall Plaster 11th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
05 01	213085392-05 Location: Rough Wall Plaster 10th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 01	213085392-06 Location: Rough Wall Plaster 9th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
07 01	213085392-07 Location: Rough Wall Plaster 8th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
08 01	213085392-08 Location: Rough Wall Plaster 6th Floor East Corridor South End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
09 01	213085392-09 Location: Rough Wall Plaster 4th Floor East Corridor North	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
10 02	213085392-10 Location: Wall Plaster 17th Floor Apt. 17C Bedroom Wall North Of Window	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
11 02	213085392-11 Location: Wall Plaster 15th Floor East Bedroom Apt. 15B Closet South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 02	213085392-12 Location: Wall Plaster 12th Floor Apt. 12E Kitchen East Wall South	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
13 02	213085392-13 Location: Wall Plaster 8th Floor Apt. 8E Corridor South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
14 02	213085392-14 Location: Wall Plaster 7th Floor Apt. 7D Kitchen South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
15 02	213085392-15 Location: Wall Plaster 5th Floor Apt. 5F Living Room South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
16 02	213085392-16 Location: Wall Plaster 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
17 02	213085392-17 Location: Wall Plaster 10th Floor Apt. 10D Living Room East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
18 03	213085392-18 Location: Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
19 03	213085392-19 Location: Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
20 03	213085392-20 Location: Wall Scratch Coat 12th Floor Apt. 12E Kitchen East Wall South	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
21 03	213085392-21 Location: Wall Scratch Coat 8th Floor Corridor South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
22 03	213085392-22 Location: Wall Scratch Coat 7th Floor Apt. 7D Kitchen South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
23 03	213085392-23 Location: Wall Scratch Coat 5th Floor Apt. 5F Living Room South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

See Reporting notes on last page

AmeriSci Job #: 213085392

Client Name: Lawrence Environmental Group, LLC

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PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
24 03	213085392-24 Location: Wall Scratch Coat 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
25 03	213085392-25 Location: Wall Scratch Coat 10th Floor Apt. 10D Living Room East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
26 04	213085392-26 Location: Ceiling Plaster 2nd Floor Apt. 2A Living Room East	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
27 04	213085392-27 Location: Ceiling Plaster 15th Floor Apt. 15B Dining Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
28 04	213085392-28 Location: Ceiling Plaster 12th Floor Apt. 12E Bedroom	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
29 04	213085392-29 Location: Ceiling Plaster 8th Floor Apt. 8E Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

See Reporting notes on last page

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
30 04	213085392-30 Location: Ceiling Plaster 7th Floor East Corridor Outside 7D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
31 04	213085392-31 Location: Ceiling Plaster 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
32 04	213085392-32 Location: Ceiling Plaster 10th Floor Corridor Outside 10D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
33 04	213085392-33 Location: Ceiling Plaster 4th Floor Apt. 4A Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
34 05	213085392-34 Location: Ceiling Scratch Coat 2nd Floor Apt. 2A Living Room East	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
35 05	213085392-35 Location: Ceiling Scratch Coat 15th Floor Apt. 15B Dining Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			

See Reporting notes on last page

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
36 05	213085392-36 Location: Ceiling Scratch Coat 12th Floor Apt. 12E Bedroom	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
37 05	213085392-37 Location: Ceiling Scratch Coat 8th Floor Apt. 8E Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
38 05	213085392-38 Location: Ceiling Scratch Coat 7th Floor Corridor Outside 7D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
39 05	213085392-39 Location: Ceiling Scratch Coat 5th Floor North Corridor West End	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
40 05	213085392-40 Location: Ceiling Scratch Coat 10th Floor Corridor Outside 10D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
41 05	213085392-41 Location: Ceiling Scratch Coat 4th Floor Apt. 4A Living Room	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
42 06	213085392-42 Location: Column Plaster 12th Floor Apt. 12E Kitchen SE Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
43 06	213085392-43 Location: Column Plaster 8th Floor Apt. 8E Kitchen SE Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
44 06	213085392-44 Location: Column Plaster 4th Floor Apt. 4A Living Room NW Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
45 07	213085392-45 Location: Column Scratch Coat 12th Floor Apt. 12E Kitchen SE Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
46 07	213085392-46 Location: Column Scratch Coat 8th Floor Apt. 8E Kitchen SW Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
47 07	213085392-47 Location: Column Scratch Coat 4th Floor Apt. 4A Living Room NW Corner	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213085392

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Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
48 08	213085392-48 Location: Window Caulk Black 2nd Floor Apt. 2A North	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 5.3 %			
49 08	213085392-49 Location: Window Caulk Black Apt. 10D Master Bedroom North Window	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by David W. Roderick on 08/28/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 6.3 %			
50 09	213085392-50 Location: Window Caulk Tan 2nd Floor Apt. 2A North	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 8.8 %			
51 09	213085392-51 Location: Window Caulk Tan Apt. 10D Master Bedroom North Window	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 9.3 %			
52 04	213085392-52 Location: Ceiling Plaster Basement Elevator Corridor	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
53 05	213085392-53 Location: Ceiling Scratch Coat Basement Elevator Corridor	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

See Reporting notes on last page

AmeriSci Job #: 213085392

Client Name: Lawrence Environmental Group, LLC

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PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New York,
NY

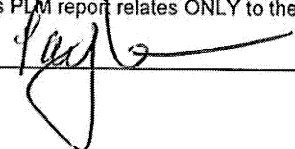
Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
54 10	213085392-54	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Location: Ceiling Scratch Coat Basement Elevator Corridor Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
55 10	213085392-55	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Location: Rough Scratch Coat 11th Floor East Corridor South End Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
56 10	213085392-56	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 08/28/13
Location: Rough Scratch Coat 6th Floor East Corridor South End Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
57 11	213085392-57	No	NAD (by NYS ELAP 198.6) by David W. Roderick on 08/28/13
Location: Vapor Barrier 10th Floor Apt. 10D Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 47.6 %			

Reporting Notes:

Analyzed by: David W. Roderick



*NAD/NSD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: 

END OF REPORT

AmeriSci Job #: 213085392

Client Name: Lawrence Environmental Group, LLC

Table 1
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 2nd Floor East Corridor North							
02	02	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 15th Floor East Corridor East Wall North							
03	03	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 12th Floor East Corridor South End							
04	04	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 11th Floor East Corridor South End							
05	05	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 10th Floor East Corridor South End							
06	06	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 9th Floor East Corridor South End							
07	07	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 8th Floor East Corridor South End							
08	08	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 6th Floor East Corridor South End							
09	09	01	---	---	---	---	NAD	NA
Location:	Rough Wall Plaster 4th Floor East Corridor North							
10	10	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 17th Floor Apt. 17C Bedroom Wall North Of Window							
11	11	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 15th Floor East Bedroom Apt. 15B Closet South Wall							
12	12	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 12th Floor Apt. 12E Kitchen East Wall South							
13	13	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 8th Floor Apt. 8E Corridor South Wall							
14	14	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 7th Floor Apt. 7D Kitchen South Wall							
15	15	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 5th Floor Apt. 5F Living Room South Wall							
16	16	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 5th Floor North Corridor West End							

See Reporting notes on last page

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	17	02	---	---	---	---	NAD	NA
Location:	Wall Plaster 10th Floor Apt. 10D Living Room East Wall							
18	18	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall							
19	19	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 15th Floor Apt. 15B East Bedroom Closet South Wall							
20	20	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 12th Floor Apt. 12E Kitchen East Wall South							
21	21	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 8th Floor Corridor South Wall							
22	22	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 7th Floor Apt. 7D Kitchen South Wall							
23	23	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 5th Floor Apt. 5F Living Room South Wall							
24	24	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 5th Floor North Corridor West End							
25	25	03	---	---	---	---	NAD	NA
Location:	Wall Scratch Coat 10th Floor Apt. 10D Living Room East Wall							
26	26	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 2nd Floor Apt. 2A Living Room East							
27	27	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 15th Floor Apt. 15B Dining Room							
28	28	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 12th Floor Apt. 12E Bedroom							
29	29	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 8th Floor Apt. 8E Living Room							
30	30	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 7th Floor East Corridor Outside 7D							
31	31	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 5th Floor North Corridor West End							
32	32	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 10th Floor Corridor Outside 10D							

See Reporting notes on last page

AmeriSci Job #: 213085392

Page 3 of 4

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	33	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster 4th Floor Apt. 4A Living Room							
34	34	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 2nd Floor Apt. 2A Living Room East							
35	35	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 15th Floor Apt. 15B Dining Room							
36	36	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 12th Floor Apt. 12E Bedroom							
37	37	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 8th Floor Apt. 8E Living Room							
38	38	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 7th Floor Corridor Outside 7D							
39	39	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 5th Floor North Corridor West End							
40	40	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 10th Floor Corridor Outside 10D							
41	41	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat 4th Floor Apt. 4A Living Room							
42	42	06	---	---	---	---	NAD	NA
Location:	Column Plaster 12th Floor Apt. 12E Kitchen SE Corner							
43	43	06	---	---	---	---	NAD	NA
Location:	Column Plaster 8th Floor Apt. 8E Kitchen SE Corner							
44	44	06	---	---	---	---	NAD	NA
Location:	Column Plaster 4th Floor Apt. 4A Living Room NW Corner							
45	45	07	---	---	---	---	NAD	NA
Location:	Column Scratch Coat 12th Floor Apt. 12E Kitchen SE Corner							
46	46	07	---	---	---	---	NAD	NA
Location:	Column Scratch Coat 8th Floor Apt. 8E Kitchen SW Corner							
47	47	07	---	---	---	---	NAD	NA
Location:	Column Scratch Coat 4th Floor Apt. 4A Living Room NW Corner							
48	48	08	0.396	65.7	29.0	5.3	NAD	NAD
Location:	Window Caulk Black 2nd Floor Apt. 2A North							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; CS 393, LLC; 393 West End Avenue, New York, NY

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	49	08	0.190	70.5	23.2	4.7	Chrysotile <0.25	Chrysotile 1.6
Location:	Window Caulk Black Apt. 10D Master Bedroom North Window							
50	50	09	0.170	68.2	22.9	8.8	NAD	NAD
Location:	Window Caulk Tan 2nd Floor Apt. 2A North							
51	51	09	0.236	70.3	20.3	9.3	NAD	NAD
Location:	Window Caulk Tan Apt. 10D Master Bedroom North Window							
52	52	04	---	---	---	---	NAD	NA
Location:	Ceiling Plaster Basement Elevator Corridor							
53	53	05	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat Basement Elevator Corridor							
54	54	10	---	---	---	---	NAD	NA
Location:	Ceiling Scratch Coat Basement Elevator Corridor							
55	55	10	---	---	---	---	NAD	NA
Location:	Rough Scratch Coat 11th Floor East Corridor South End							
56	56	10	---	---	---	---	NAD	NA
Location:	Rough Scratch Coat 6th Floor East Corridor South End							
57	57	11	0.210	23.8	28.6	47.6	NAD	NAD
Location:	Vapor Barrier 10th Floor Apt. 10D							

Analyzed by: Madell E. Collins *McClay* Date Analyzed 8/28/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200545-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: *Madell E. Collins*

Lawrence Environmental Group, LLC
 350 Lexington Ave. 12th FL/PH
 New York, NY 10016
 212-682-2001

Stop at first positive

213080

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: 393 West End Avenue Project#: SMNDEV-001

Project Address: 393 West End Avenue, NY, NY

Name of Laboratory: AmeriSci New York

Number of Samples: 57 Last Sample #: 57

Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
 48-hour ☐ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14

Tech's Signature: Wesley E. Richardson Date: 8-27-13

Relinquished by: Wesley E. Richardson Date: 8-27-13 Time: _____

Received by: [Signature] Date: 8/27/13 Time: 11:53

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085302

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 3rd Avenue

393 West End Avenue

New York, NY 10017

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10 DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	ROUGH WALL PLASTER 2 ND FLOOR ^{EAST} WEST CORRIDOR NORTH	01	
2	02	ROUGH WALL PLASTER 15 TH FLOOR EAST CORRIDOR EAST WALL NORTH	01	
3	03	ROUGH WALL PLASTER 12 TH FLOOR EAST CORRIDOR SOUTH END	01	
4	04	ROUGH WALL PLASTER 11 TH FLOOR EAST CORRIDOR SOUTH END	01	
5	05	ROUGH WALL PLASTER 10 TH FLOOR EAST CORRIDOR SOUTH END	01	
6	06	ROUGH WALL PLASTER 9 TH FLOOR EAST CORRIDOR SOUTH END	01	
7	07	ROUGH WALL PLASTER 8 TH FLOOR EAST CORRIDOR SOUTH END	01	
8	08	ROUGH WALL PLASTER 6 TH FLOOR EAST CORRIDOR SOUTH END	01	
9	09	ROUGH WALL PLASTER 4 TH FLOOR EAST CORRIDOR NORTH	01	
10	10	WALL PLASTER 17 TH FLOOR Apt 17 C Bedroom EAST WALL NORTH OF WINDOW	02	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

SIMON Development

623 3rd Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	11	WALL PLASTER 11 TH Floor EAST BEDROOM APT 11B CLOSET SOUTH WALL	02	
2	12	WALL PLASTER 12 TH Floor APT 12E KITCHEN EAST WALL SOUTH	02	
3	13	WALL PLASTER 8 TH Floor APT 8E CORRIDOR SOUTH WALL	02	
4	14	WALL PLASTER 7 TH Floor APT 7D KITCHEN SOUTH WALL	02	
5	15	WALL PLASTER 5 TH Floor APT 5F LIVING ROOM SOUTH WALL	02	
6	16	WALL PLASTER 5 TH Floor NORTH CORRIDOR WEST END	02	
7	17	WALL PLASTER 10 TH Floor APT 10D LIVING ROOM EAST WALL	02	
8	18	WALL SCRATCH COAT 17 TH Floor APT 17C BEDROOM EAST WALL NORTH of WINDOW	03	
9	19	WALL SCRATCH COAT 15 TH Floor APT 15B EAST BEDROOM CLOSET SOUTH WALL	03	
10	20	WALL SCRATCH COAT 12 TH Floor APT 12E KITCHEN EAST WALL SOUTH	03	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

213085392

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

SIMON Development
623 3rd Avenue
New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC
393 West End Avenue
New York, NY

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	21	Wall Scratch Coat 8 TH Floor Corridor South Wall	03	
2	22	Wall Scratch Coat 7 TH Floor APT 7D KITCHEN SOUTH WALL	03	
3	23	Wall Scratch Coat 5 TH Floor APT 5F LIVING Room SOUTH WALL	03	
4	24	Wall Scratch Coat 5 TH Floor NORTH ? CORRIDOR WEST END	03	
5	25	Wall Scratch Coat 10 TH Floor APT 10D LIVING Room EAST WALL	03	
6	26	Ceiling Plaster 2 ND Floor APT 2A LIVING Room EAST	04	
7	27	Ceiling Plaster 15 TH Floor APT 15B DINING Room	04	
8	28	Ceiling Plaster 12 TH Floor APT 12E Bedroom	04	
9	29	Ceiling Plaster 8 TH Floor APT 8E LIVING Room	04	
10	30	Ceiling Plaster 7 TH Floor EAST Corridor OUTSIDE 7D	04	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

SIMON Development

623 3rd Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY

PROJECT ID #:

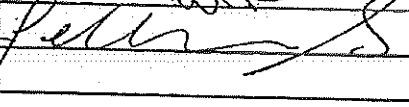
NO. OF SAMPLES: 10

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	31	CEILING PLASTER 5 TH Floor CORRIDOR NORTH CORRIDOR WEST END	04	
2	32	CEILING PLASTER 10 TH Floor CORRIDOR WEST END	04	
3	33	CEILING PLASTER 4 TH Floor Apt 4A LIVING Room	04	
4	34	CEILING SCRATCH COAT 2 ND Floor Apt 2A LIVING Room EAST	05	
5	35	CEILING SCRATCH COAT 15 TH Floor Apt 15B DINING Room	05	
6	36	CEILING SCRATCH COAT 12 TH Floor Apt 12E B.R. Room	05	
7	37	CEILING SCRATCH COAT 8 TH Floor Apt 8E LIVING Room	05	
8	38	CEILING SCRATCH COAT 7 TH Floor CORRIDOR OUTSIDE 7D	05	
9	39	CEILING SCRATCH COAT 5 TH Floor NORTH CORRIDOR WEST END	05	
10	40	CEILING SCRATCH COAT 10 TH Floor CORRIDOR OUTSIDE 10D	05	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:			DATE/TIME: 8-27-13	
RECEIVED BY:			DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 3rd Avenue

393 West End Avenue

New York, NY 10017

New York, NY

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED:

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HAJ	yes/no
1	41	CEILING SCRATCH COAT 4 TH Floor Apt 4A LIVING Room	05	
2	42	COLUMN PLASTER 12 TH Floor Apt 12E KITCHEN SE CORNER	06	
3	43	COLUMN PLASTER 8 TH Floor Apt 8E KITCHEN SE CORNER	06	
4	44	COLUMN PLASTER 4 TH Floor Apt 4A LIVING Room NW CORNER	06	
5	45	COLUMN SCRATCH COAT 12 TH Floor Apt 12E KITCHEN SE CORNER	07	
6	46	COLUMN SCRATCH COAT 8 TH Floor Apt 8E KITCHEN SW CORNER	07	
7	47	COLUMN SCRATCH COAT 4 TH Floor Apt 4A LIVING Room NW CORNER	07	
8	48	WINDOW CAULK BLACK 2 ND Floor Apt 2A North	08	
9	49	WINDOW CAULK BLACK Apt 10D Master Bedroom North Window	08	
10	50	WINDOW CAULK TAN 2 ND Floor Apt 2A North	09	
	51	WINDOW CAULK TAN Apt 10D Master Bedroom North Window	09	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 8-27-13	
RELINQUISHED BY:		<i>David</i>	DATE/TIME: 8-27-13	
RECEIVED BY:		<i>Peter</i>	DATE/TIME: 8/27/13 17:53	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODRICK <i>David</i>	DATE/TIME: 8/28/13 0400	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213085392

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 3rd Avenue

393 West End Avenue

New York, NY 10017

New York, NY

PROJECT ID #:

NO. OF SAMPLES: 6

DATE COLLECTED: 8-27-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

	FIELD ID #	LOCATION/DESCRIPTION	Accept Sample	
	LABORATORY ID		HA#	yes/no
1	52	Ceiling Plastic BASEMENT Elevator Corridor	04	
2	53	Ceiling Scratch Coat BASEMENT Elevator Corridor	05	
3	54	Rough Scratch Coat 11th Floor EAST Corridor South End	10	
4	55	Rough Scratch Coat 10th Floor EAST Corridor South End	10	
5	56	Rough Scratch Coat 6th Floor EAST Corridor South End	10	
6	57	Vapor Barriers 4th Floor AOT 4 ALKYL		
7	57	Vapor Barriers 10th Floor AOT 10D	11	
8				
9				
10				

SAMPLED BY:	Wesley E. Richardson	DATE/TIME:	8-27-13
RELINQUISHED BY:	<i>[Signature]</i>	DATE/TIME:	8-27-13
RECEIVED BY:	<i>[Signature]</i>	DATE/TIME:	8/27/13 17:53
RELINQUISHED BY:		DATE/TIME:	
ANALYST:		DATE/TIME:	

**AmeriSci New York**

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 09/09/13

Date Examined 09/09/13

ELAP # 11480

RE: SMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY

AmeriSci Job # 213091826

P.O. #

Page 1 of 3

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213091826-01	No	NAD
01	Location: Built-Up Roofing Upper Felts Upper Roof West Of Skylight		(by NYS ELAP 198.6) by Madell E. Collins on 09/09/13
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.7 %			
02	213091826-02	Yes	9.7 %
01	Location: Built Up Roofing Upper Felts, Upper Roof North Of Skylight		(by NYS ELAP 198.6) by Madell E. Collins on 09/09/13
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 9.7 %			
Other Material: Non-fibrous 21.9 %			
03	213091826-03		NA/PS
01	Location: Built-Up Roofing Upper Felts, Upper Roof South Of Skylight		
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			
04	213091826-04	Yes	6 %
02	Location: Built-Up Roofing Lower Felts Upper Roof West Of Skylight		(by NYS ELAP 198.6) by Madell E. Collins on 09/09/13
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.0 %			
Other Material: Non-fibrous 7.4 %			
05	213091826-05		NA/PS
02	Location: Built-Up Roofing Lower Felts, Upper Roof North Of Skylight		
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			

AmeriSci Job #: 213091826

Page 2 of 3

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 02	213091826-06 Location: Built-Up Roofing Lower Felts, Upper Roof South Of Skylight		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
07 03	213091826-07 Location: Flashing, Upper Roof West Of Skylight	Yes	3.1 % (by NYS ELAP 198.6) by Madell E. Collins on 09/09/13
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 3.1 % Other Material: Non-fibrous 7.1 %			
08 03	213091826-08 Location: Flashing, Upper Roof North Of Skylight		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
09 03	213091826-09 Location: Flashing, Upper Roof South Side Of North Skylight		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
10 04	213091826-10 Location: Tar On Skylight NE Section Of Skylight	Yes	4.1 % (by NYS ELAP 198.6) by Madell E. Collins on 09/09/13
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material Asbestos Types: Chrysotile 4.1 % Other Material: Non-fibrous 16.3 %			
11 04	213091826-11 Location: Tar ON Skylight SW Section Of Skylight		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			

AmeriSci Job #: 213091826

Client Name: Lawrence Environmental Group, LLC

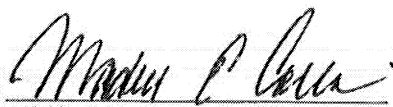
Page 3 of 3

PLM Bulk Asbestos ReportSMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12	213091826-12	Yes	11.3 %
05	Location: Pitch Pockets Upper Roof West		(by NYS ELAP 198.6) by Madell E. Collins on 09/09/13
Analyst Description: Black, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 11.3 %			
Other Material: Non-fibrous 11.3 %			
13	213091826-13		NA/PS
05	Location: Pitch Pocket Upper Roof West		
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			

Reporting Notes:

Analyzed by: Madell E. Collins



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

218091826

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 9-9-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BUILT-UP ROOFING, UPPER FELTS, UPPER ROOF WEST OF SKYLIGHT	01	
2	02	BUILT-UP ROOFING, UPPER FELTS, UPPER ROOF NORTH OF SKYLIGHT	01	
3	03	BUILT-UP ROOFING, UPPER FELTS, UPPER ROOF SOUTH OF SKYLIGHT	01	
4	04	BUILT-UP ROOFING, LOWER FELTS, UPPER ROOF WEST OF SKYLIGHT	02	
5	05	BUILT-UP ROOFING, LOWER FELTS, UPPER ROOF NORTH OF SKYLIGHT	02	
6	06	BUILT-UP ROOFING, LOWER FELTS, UPPER ROOF SOUTH OF SKYLIGHT	02	
7	07	FLASHING, UPPER ROOF WEST OF SKYLIGHT	03	
8	08	FLASHING, UPPER ROOF NORTH OF SKYLIGHT	03	
9	09	FLASHING, UPPER ROOF SOUTH SIDE OF NORTH SKYLIGHT	03	
10	10	TAKEN SKYLIGHT NE SECTION OF SKYLIGHT	04	
		ON NORTH SIDE	04	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-9-13	
RELINQUISHED BY:			DATE/TIME: 9-9-13	
RECEIVED BY:			DATE/TIME: 9/9/13 1430	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213091826

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

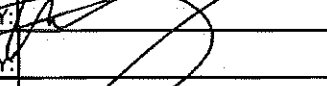
NO. OF SAMPLES: 3

DATE COLLECTED: 9-9-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

	FIELD ID #	LOCATION/DESCRIPTION	Accept Sample	
	LABORATORY ID		HA#	yes/no
1	11	TARON SKYLIGHT SW Section of Skylight	09	
2	12	PITCHPOCKET, Upper part West	05	
3	13	PITCHPOCKET Upper part West	05	
4				
5				
6				
7				
8				
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-9-13	
RELINQUISHED BY:			DATE/TIME: 9-9-13	
RECEIVED BY:			DATE/TIME: 9/9/13 1430	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

218091826

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: Roof Project#: SMNDEV-001Project Address: 393 West End Avenue, New York, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 13 Last Sample #: _____Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
48-hour ☐ 72-hour ☐ Other: _____Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 9-9-13Relinquished by: [Signature] Date: 9-9-13 Time: _____Received by: [Signature] Date: 9/9/13 Time: 1430

**AmeriSci New York**117 EAST 30TH ST.
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos ReportLawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received	09/12/13	AmeriSci Job #	213092203
Date Examined	09/12/13	P.O. #	
ELAP #	11480	Page	1 of 3
RE: SMNDEV-001; SIMON Development; CS 393, LLC ; 393			
West End Avenue, New York, NY 10024			

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213092203-01	No	NAD
Location: Black Window Caulk 11th Floor Apt. 11F Bedroom South Window			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.7 %			
02	213092203-02	No	NAD
Location: Black Window Caulk 10th Floor Apt. 10A Living Room East Window			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.4 %			
03	213092203-03	No	NAD
Location: Black Window Caulk 10th Floor Apt. 10D Master Bedroom West Window			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4 %			
04	213092203-04	No	NAD
Location: Tan Window Caulk 11th Floor Apt. 11F Bedroom South Window			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 16.2 %			
05	213092203-05	No	NAD
Location: Tan Window Caulk 10th Floor Apt. 10A Living Room East Window			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.2 %			

AmeriSci Job #: 213092203

Page 2 of 3

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; CS 393, LLC ; 393 West
End Avenue, New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	213092203-06	No	NAD
Location: Tan Window Caulk 10th Floor Apt. 10D Master Bedroom West Window			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6 %			
07	213092203-07	No	NAD
Location: Tan 12 x 12 Apt. 10A Kitchen			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2.2 %			
08	213092203-08	No	NAD
Location: Tan 12 x 12 Floor Tile Apt. 10G Bedroom Closet			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.9 %			
09	213092203-09	No	NAD
Location: Wood Grain 12 x 12 Peel N Stick Floor Tile Apt. 10C Bedroom Closet			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.2 %			
10	213092203-10	No	NAD
Location: Wood Grain 12 x 12 Peel N Stick Floor Tile Apt. 10C Bedroom Closet			(by NYS ELAP 198.6) by Enisa Lalic on 09/12/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.1 %			

AmeriSci Job #: 213092203

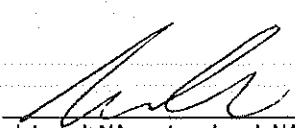
Client Name: Lawrence Environmental Group, LLC

Page 3 of 3

PLM Bulk Asbestos Report

SMNDEV-001; SIMON Development; CS 393, LLC ; 393 West
End Avenue, New York, NY 10024

Reporting Notes:

Analyzed by: Enisa Lalic 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____

END OF REPORT _____

Client Name: Lawrence Environmental Group, LLC

Table I

Summary of Bulk Asbestos Analysis Results

SMNDEV-001; SIMON Development; CS 393, LLC; 393 West End Avenue, New York, NY 10024

AmeriSci Sample #	Client Sample#	HQ Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01		0.221	71.9	25.3	2.7	NAD	NAD
Location:	Black Window Caulk 11th Floor Apt. 11F Bedroom South Window							
02	02		0.227	71.4	28.2	0.4	NAD	NAD
Location:	Black Window Caulk 10th Floor Apt. 10A Living Room East Window							
03	03		0.177	70.6	25.4	4.0	NAD	NAD
Location:	Black Window Caulk 10th Floor Apt. 10D Master Bedroom West Window							
04	04		0.197	64.0	19.8	16.2	NAD	NAD
Location:	Tan Window Caulk 11th Floor Apt. 11F Bedroom South Window							
05	05		0.162	73.5	20.4	6.2	NAD	NAD
Location:	Tan Window Caulk 10th Floor Apt. 10A Living Room East Window							
06	06		0.183	71.0	23.0	6.0	NAD	NAD
Location:	Tan Window Caulk 10th Floor Apt. 10D Master Bedroom West Window							
07	07		0.277	15.9	81.9	2.2	NAD	NAD
Location:	Tan 12 x 12 Apt. 10A Kitchen							
08	08		0.264	14.4	83.7	1.9	NAD	NAD
Location:	Tan 12 x 12 Floor Tile Apt. 10G Bedroom Closet							
09	09		0.168	38.1	57.7	4.2	NAD	NAD
Location:	Wood Grain 12 x 12 Peel N Stick Floor Tile Apt. 10C Bedroom Closet							
10	10		0.212	40.1	53.7	6.1	NAD	NAD
Location:	Wood Grain 12 x 12 Peel N Stick Floor Tile Apt. 10C Bedroom Closet							

Analyzed by: Aleksandr Barengolts

Date Analyzed 9/13/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

Lawrence Environmental Group, LLC

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213092203

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☐	MICRO-VACUUM AIR ☐
	PLM NOB ☐	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: Interior Project#: SMNDEV-001

Project Address: 393 West End Avenue, New York, NY

Name of Laboratory: AmeriSci New York

Number of Samples: 10 Last Sample #: 10

Turn-Around Time: Rush ☐ 12-hour ☐ 24-hour ☒
48-hour ☐ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14

Tech's Signature: [Signature] Date: 9-10-13

Relinquished by: [Signature] Date: 9-10-13 Time: _____

Received by: [Signature] Date: 9/12/13 Time: 027

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213092203

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 9/10/13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BLACK WINDOW CAULK 11 TH Floor Apt 11F Bedroom South Window		
2	02	BLACK WINDOW CAULK 10 TH Floor Apt 10A Living Room East Window		
3	03	BLACK WINDOW CAULK 10 TH Floor Apt 10D Master Bedroom West Window		
4	04	TAN WINDOW CAULK 11 TH Floor Apt 11F Bedroom South Window		
5	05	TAN WINDOW CAULK 10 TH Floor Apt 10A Living Room East Window		
6	06	TAN WINDOW CAULK 10 TH Floor Apt 10D Master Bedroom West Window		
7	07	TAN 12x12 Apt 10A Kitchen		
8	08	TAN 12x12 Floor Tile Apt 10G Bedroom Closet		
9	09	WOOD GRAIN 12x12 PEARL STICK Floor Tile Apt 10C Bedroom Closet		
10	10	WOOD GRAIN 12x12 PEARL STICK Floor Tile Apt 10C Bedroom Closet		
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-10-13	
RELINQUISHED BY:		WEL	DATE/TIME: 9-10-13	
RECEIVED BY:		JOSE RODRIGUEZ	DATE/TIME: 9/12/13 8:20	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		ENISO LALIC	DATE/TIME: 09-12-13	

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

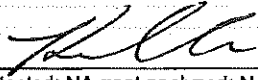
Date Received 09/14/13 AmeriSci Job # 213092692
Date Examined 09/16/13 P.O. #
ELAP # 11480 Page 1 of 2
RE: SMNDEV-001; CS 393, LLC; 393 West End Avenue, New
York, NY 10024; Interior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213092692-01	No	NAD
01	Location: Flooring Slab 10th Floor Apt. 10E Kitchen		(by NYS ELAP 198.1) by Karol H. Lu on 09/16/13
Analyst Description: Dark Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
02	213092692-02	No	NAD
01	Location: Flooring Slab 10th Floor Apt. 10D Bathroom		(by NYS ELAP 198.1) by Karol H. Lu on 09/16/13
Analyst Description: Dark Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
03	213092692-03	No	NAD
02	Location: Ceiling Slab 10th Floor Apt. 10E Living Room		(by NYS ELAP 198.1) by Karol H. Lu on 09/16/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
04	213092692-04	No	NAD
02	Location: Ceiling Slab 10th Floor Apt. 10D Living Room		(by NYS ELAP 198.1) by Karol H. Lu on 09/16/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213092692

Page 2 of 2

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS 393, LLC; 393 West End Avenue, New
York, NY 10024; Interior**Reporting Notes:**Analyzed by: Karol H. Lu 

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213092692

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☐	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☐	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: Interior Project#: SMNDEV-001

Project Address: 393 West End Avenue, New York, NY

Name of Laboratory: AmeriSci New York

Number of Samples: 4 Last Sample #: 4

 Turn-Around Time: Rush ☐ 12-hour ☐ 24-hour ☐
 48-hour ☒ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14

Tech's Signature: [Signature] Date: 9-12-13Relinquished by: [Signature] Date: 9-13-13 Time: _____Received by: [Signature] Date: 9/14/13 Time: 2:30

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED: 9-12-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	FLOOR SLAB 10 TH FLOOR APT 10F KITCHEN	01	
2	02	FLOOR SLAB 10 TH FLOOR APT 10D BATHROOM	01	
3	03	CEILING SLAB 10 TH FLOOR APT 10E LIVING ROOM	02	
4	04	CEILING SLAB 10 TH FLOOR APT 10D LIVING ROOM	02	
5				
6				
7				
8				
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-12-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 9-12-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 9/14/13	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		KAROL LV	DATE/TIME: 09/16/13	


AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 09/17/13 AmeriSci Job # 213092892
Date Examined 09/17/13 P.O. #
ELAP # 11480 Page 1 of 2
RE: SMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY 10024; Interior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213092892-01	No	NAD
Location: Black Window Caulk Apt 17C Living Room East Wall South Window			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7.9 %			
02	213092892-02	No	NAD
Location: Black Window Caulk Apt 16E Living Room South Window West			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 18.5 %			
03	213092892-03	No	NAD
Location: Black Window Caulk Apt 15E Living Room North Wall West Window			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 7 %			
04	213092892-04	Yes	6.5 %
Location: Black Window Caulk Apt 10D Bedroom East Wall North			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 6.5 %			
Other Material: Non-fibrous 35.6 %			
05	213092892-05	No	NAD
Location: Black Window Caulk Apt 2F Kitchen West Well			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5 %			

AmeriSci Job #: 213092892

Client Name: Lawrence Environmental Group, LLC

Page 2 of 2

PLM Bulk Asbestos ReportSMNDEV-001; Simon Development; 393 West End Avenue,
New York, NY 10024; Interior

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	213092892-06	No	NAD
Location: Black Window Caulk Apt 7E Living Room East Wall North			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.1 %			
07	213092892-07	No	NAD
Location: Black Window Caulk Apt 6D Living Room East Wall South			(by NYS ELAP 198.6) by Ella Babayeva on 09/17/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.5 %			

Reporting Notes:

Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results

SMNDEV-001; Simon Development; 393 West End Avenue, New York, NY 10024; Interior

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/IDS	** Asbestos % by TEM
01	01		0.290	72.4	19.7	7.9	NAD	NAD
Location:	Black Window Caulk Apt 17C Living Room East Wall South Window							
02	02		0.335	61.5	20.0	18.5	NAD	NAD
Location:	Black Window Caulk Apt 16E Living Room South Window West							
03	03		0.200	70.0	23.0	7.0	NAD	NAD
Location:	Black Window Caulk Apt 15E Living Room North Wall West Window							
04	04		0.259	45.2	12.7	35.6	Chrysotile 6.5	NA
Location:	Black Window Caulk Apt 10D Bedroom East Wall North							
05	05		0.202	74.3	20.8	5.0	NAD	NAD
Location:	Black Window Caulk Apt 2F Kitchen West Wall							
06	06		0.197	48.2	47.7	4.1	NAD	NAD
Location:	Black Window Caulk Apt 7E Living Room East Wall North							
07	07		0.323	36.5	61.9	1.5	NAD	NAD
Location:	Black Window Caulk Apt 6D Living Room East Wall South							

Analyzed by: Madell E. Collins; Date Analyzed 9/18/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

213092892

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 7

DATE COLLECTED: 9-17-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BLACK WINDOW CAULK APT 17C LIVING ROOM EAST WALL SOUTH WINDOW		
2	02	BLACK WINDOW CAULK APT 16E LIVING ROOM SOUTH WINDOW WEST		
3	03	BLACK WINDOW CAULK APT 15E LIVING ROOM NORTH WALL WEST WINDOW		
4	04	BLACK WINDOW CAULK APT 10D BEDROOM EAST WALL NORTH		
5	05	BLACK WINDOW CAULK APT 8F KITCHEN WEST WALL		
6	06	BLACK WINDOW CAULK APT 7E LIVING ROOM EAST WALL NORTH		
7	07	BLACK WINDOW CAULK APT 6D LIVING ROOM EAST WALL NORTH SOUTH		
8				
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-17-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 9-17-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 9/17/13 1228	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		<i>[Signature]</i>	DATE/TIME: 9/17/13 17:17	

Lawrence Environmental Group, LLC

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

~~Sample Test Positive~~

213092892

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: Interior Project#: SMNDEV-001Project Address: 393 West End Avenue, New York, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 7 Last Sample #: 07
 Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
 48-hour ☐ 72-hour ☐ Other: _____
Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 9-17-13Relinquished by: [Signature] Date: 9-17-13 Time: _____Received by: [Signature] Date: 9/17/13 Time: 1227

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 09/20/13 AmeriSci Job # 213093444
Date Examined 09/21/13 P.O. #
ELAP # 11480 Page 1 of 7
RE: SMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213093444-01	No	NAD
01	Location: Peal-n-Stick 12 x 12 Apt. 3D Closet		(by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 5.5 %			
02	213093444-02	No	NAD
02	Location: Tan VCT 12 x 12 Apt. 17C Foyer Closet		(by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.2 %			
03	213093444-03	No	NAD
03	Location: Tan 12 x 12 (Type 2) Apt. 16 Hall Closet		(by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.5 %			
04	213093444-04	No	NAD
01	Location: Peal-n-Stick (Type 2) Apt. 16 D Bedroom Closet		(by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 9.7 %			
05	213093444-05	No	NAD
04	Location: Black Floor Tile Apt. 16F Kitchen		(by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.4 %			

AmeriSci Job #: 213093444

Page 2 of 7

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 04	213093444-06 Location: Black Floor Tile Apt. 16F Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 0.9 %			
07 05	213093444-07 Location: Brown Paper Apt. 16K Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 40.6 %			
08 05	213093444-08 Location: Brown Paper Apt. 16K Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: White/Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 33.8 %			
09 02	213093444-09 Location: Tan 12 x 12 Apt. 16D Bedroom Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.3 %			
10 06	213093444-10 Location: Lt. Gray 12 x 12 Apt. 15D Linen Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.1 %			
11 07	213093444-11 Location: Red Floor Tile Apt. 12E Kitchen North	Yes	2.7 % (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile 2.7 % Other Material: Non-fibrous 22 %			

AmeriSci Job #: 213093444

Page 3 of 7

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 07	213093444-12 Location: Red Floor Tile Apt. 12E Kitchen South		NA/PS
Analyst Description: Bulk Material Asbestos Types: Other Material:			
13 08	213093444-13 Location: Black Mastic Apt. 12E Kitchen North	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 7.8 %			
14 08	213093444-14 Location: Black Mastic Apt. 12E Kitchen South	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 8.9 %			
15 09	213093444-15 Location: Yellow 12 x 12 Apt. 12E Kitchen North	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 20.2 %			
16 09	213093444-16 Location: Yellow 12 x 12 Apt. 12E Kitchen South	Yes	Trace (<0.25 % pc) (ELAP 198.6; 400pc) by Paul J. Mucha on 09/21/13
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Chrysotile <0.25 % pc Other Material: Non-fibrous 18.5 %			
17 10	213093444-17 Location: Black Paper Apt. 12E Kitchen North	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.9 %			

AmeriSci Job #: 213093444

Page 4 of 7

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
18 10	213093444-18 Location: Black Paper Apt. 12E Kitchen South	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3 %			
19 11	213093444-19 Location: Brown 12 x 12 Floor Tile Apt. 12G Hall Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Light Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.4 %			
20	213093444-20 Location: Brown 12 x 12 Apt. 10D Bedroom Closet "Sample Not Submitted"		NA
Analyst Description: Bulk Material Asbestos Types: Other Material: Comment: Sample Not Submitted			
21 11	213093444-21 Location: Brown 12 x 12 Apt. 8B Linen Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Light Brown, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 4.8 %			
22 12	213093444-22 Location: Red Linoleum Apt. 7D Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 25.1 %			

AmeriSci Job #: 213093444

Page 5 of 7

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
23 12	213093444-23 Location: Red Linoleum Apt. 7D Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Red, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 18.5 %			
24 01	213093444-24 Location: P/S Apt. 7D Kitchen	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Green/Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 6.1 %			
25 13	213093444-25 Location: Gray 12 x 12 VFT Apt. 4H Foyer Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 3.5 %			
26 13	213093444-26 Location: Gray 12 x 12 VFT Apt. 4H Hall Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 1.3 %			
27 03	213093444-27 Location: Tan 12 x 12 VFT Apt. 4 A Closet	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 2.1 %			
28 14	213093444-28 Location: Pyrobar Block Apt. 10B Living Room West Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			

AmeriSci Job #: 213093444

Page 6 of 7

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
29 14	213093444-29 Location: Pyrobar Block Apt. 10 Bedroom South Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 3 %, Non-fibrous 97 %			
30 15	213093444-30 Location: Paper In Wall Apt. 10C Bedroom South Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
31	213093444-31 Location: Paper In Wall Apt. 10C Bedroom South Wall	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %			
32	213093444-32L1 Location: Vapor Barrier Apt. 10D Living Room - Tar Layer	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 67.2 %			
32	213093444-32L2 Location: Vapor Barrier Apt. 10D Living Room - Cement Layer	No	NAD (by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey/Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
33	213093444-33L1 Location: Vapor Barrier Apt. 10C Kitchen - Tar Layer	No	NAD (by NYS ELAP 198.6) by Paul J. Mucha on 09/21/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 22.7 %			

AmeriSci Job #: 213093444

Page 7 of 7

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; SIMON Development; 393 West End Avenue
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
33	213093444-33L2	No	NAD
Location: Vapor Barrier Apt. 10C Kitchen - Cement Layer			(by NYS ELAP 198.1) by Paul J. Mucha on 09/21/13
Analyst Description: Grey/Black, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

Reporting Notes:

Analyzed by: Paul J. Mucha

Sella Mucha for P.J. M

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS =not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____

END OF REPORT _____

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HQ Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01	01	0.275	24.7	69.8	5.5	NAD	NAD
Location: Peel-n-Stick 12 x 12 Apt. 3D Closet								
02	02	02	0.332	13.6	82.2	4.2	NAD	NAD
Location: Tan VCT 12 x 12 Apt. 17C Foyer Closet								
03	03	03	0.290	14.8	80.7	4.5	NAD	NAD
Location: Tan 12 x 12 (Type 2) Apt. 16 Hall Closet								
04	04	01	0.258	33.7	55.6	9.7	NAD	NAD
Location: Peel-n-Stick (Type 2) Apt. 16 D Bedroom Closet								
05	05	04	0.147	78.2	20.4	1.4	NAD	NAD
Location: Black Floor Tile Apt. 16F Kitchen								
06	06	04	0.220	77.7	21.4	0.9	NAD	NAD
Location: Black Floor Tile Apt. 16F Kitchen								
07	07	05	0.387	47.5	11.9	40.6	NAD	NAD
Location: Brown Paper Apt. 16K Kitchen								
08	08	05	0.284	51.1	15.1	33.8	NAD	NAD
Location: Brown Paper Apt. 16K Kitchen								
09	09	02	0.523	9.4	87.4	3.3	NAD	NAD
Location: Tan 12 x 12 Apt. 15D Bedroom Closet								
10	10	06	0.331	13.3	84.6	2.1	NAD	NAD
Location: Lt. Gray 12 x 12 Apt. 15D Linen Closet								
11	11	07	0.384	25.0	50.3	22.0	Chrysotile 2.7	NA
Location: Red Floor Tile Apt. 12E Kitchen North								
12	12	07	0.285	22.5	53.3	24.2	NA/PS	NA
Location: Red Floor Tile Apt. 12E Kitchen South								
13	13	08	0.103	59.2	33.0	6.2	Chrysotile <0.25	Chrysotile 1.6
Location: Black Mastic Apt. 12E Kitchen North								
14	14	08	0.123	78.9	12.2	8.9	Chrysotile <0.25	NA/PS
Location: Black Mastic Apt. 12E Kitchen South								
15	15	09	0.228	21.9	57.9	18.2	Chrysotile <0.25	Chrysotile 2.0
Location: Yellow 12 x 12 Apt. 12E Kitchen North								
16	16	09	0.281	22.8	58.7	18.5	Chrysotile <0.25	NA/PS
Location: Yellow 12 x 12 Apt. 12E Kitchen South								

See Reporting notes on last page

AmeriSci Job #: 213093444

Client Name: Lawrence Environmental Group, LLC

Table I

Summary of Bulk Asbestos Analysis Results

SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	17	10	0.174	87.4	5.7	6.9	NAD	NAD
Location: Black Paper Apt. 12E Kitchen North								
18	18	10	0.167	72.5	24.6	3.0	NAD	NAD
Location: Black Paper Apt. 12E Kitchen South								
19	19	11	0.321	12.8	83.8	3.4	NAD	NAD
Location: Brown 12 x 12 Floor Tile Apt. 12G Hall Closet								
20	20		—	—	—	—	NA	NA
Location: Brown 12 x 12 Apt. 10D Bedroom Closet "Sample Not Submitted"								
21	21	11	0.311	14.1	81.0	4.8	NAD	NAD
Location: Brown 12 x 12 Apt. 8B Linen Closet								
22	22	12	0.219	59.8	15.1	25.1	NAD	NAD
Location: Red Linoleum Apt. 7D Kitchen								
23	23	12	0.178	55.6	25.8	18.5	NAD	NAD
Location: Red Linoleum Apt. 7D Kitchen								
24	24	01	0.180	72.8	21.1	6.1	NAD	NAD
Location: P/S Apt. 7D Kitchen								
25	25	13	0.318	13.8	82.7	3.5	NAD	NAD
Location: Gray 12 x 12-VFT Apt. 4H Foyer Closet								
26	26	13	0.375	9.9	88.8	1.3	NAD	NAD
Location: Gray 12 x 12 VFT Apt. 4H Hall Closet								
27	27	03	0.280	13.2	84.6	2.1	NAD	NAD
Location: Tan 12 x 12 VFT Apt. 4 A Closet								
28	28	14	—	—	—	—	NAD	NA
Location: Pyrobar Block Apt. 10B Living Room West Wall								
29	29	14	—	—	—	—	NAD	NA
Location: Pyrobar Block Apt. 10 Bedroom South Wall								
30	30	15	—	—	—	—	NAD	NA
Location: Paper In Wall Apt. 10C Bedroom South Wall								
31	31		—	—	—	—	NAD	NA
Location: Paper In Wall Apt. 10C Bedroom South Wall								
32L1	32		0.296	8.1	24.7	67.2	NAD	NAD
Location: Vapor Barrier Apt. 10D Living Room - Tar Layer								

See Reporting notes on last page

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; SIMON Development; 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
32L2	32						NAD	NA
Location: Vapor Barrier Apt. 10D Living Room - Cement Layer								
33L1	33		0.088	55.7	21.6	22.7	NAD	NAD
Location: Vapor Barrier Apt. 10C Kitchen - Tar Layer								
33L2	33						NAD	NA
Location: Vapor Barrier Apt. 10C Kitchen - Cement Layer								

Date Analyzed 9/22/2013

Analyzed by: Mark Peysakhov

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-92-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

213093444

212-682-2001

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: Interior Project#: SMNDEV-001

Project Address: 393 West End Avenue, New York, NY

Name of Laboratory: AmeriSci New York

Number of Samples: 33 Last Sample #: 33

Turn-Around Time: Rush ☐ 12-hour ☐ 24-hour ☐
48-hour ☒ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14

Tech's Signature: [Signature] Date: 9-20-13

Relinquished by: [Signature] Date: 9-20-13 Time: _____

Received by: [Signature] Date: 9/20/13 Time: 1651

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	Pearl-N-Stick 12x12 Apt 3D Closet	01	
2	02	TAN VCT 12x12 Apt 17C Poyer closet	02	
3	03	TAN 12x12 (TYPE2) Apt 16 Hall Closet	03	
4	04	Pearl N-Stick 12x12 Apt 16D Bedroom Closet	01	
5	05	Black Floor Tile Apt 16F Kitchen	04	
6	06	Black Floor Tile Apt 16F Kitchen	04	
7	07	Brown Paper Apt 16F Kitchen	05	
8	08	Brown Paper Apt 16F Kitchen	05	
9	09	TAN 12x12 Apt 16D Bedroom Closet	02	
10	10	LT Gray 12x12 Apt 15D Linen Closet	06	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:		<i>[Signature]</i>	DATE/TIME: 9-20-13	
RECEIVED BY:		<i>[Signature]</i>	DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 10

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	11	Red Floor Tile Apt 12 E Kitchen North	07	
2	12	Red Floor Tile Apt 12 E Kitchen South	07	
3	13	Black Mastic Apt 12 E Kitchen North	08	
4	14	Black Mastic Apt 12 E Kitchen South	08	
5	15	Yellow 12x12 Apt 12 E Kitchen North	09	
6	16	Yellow 12x12 Apt 12 E Kitchen South	09	
7	17	Black Paint Apt 12 E Kitchen North	10	
8	18	Black Paint Apt 12 E Kitchen South	10	
9	19	Beige 12x12 Floor Tile Apt 12 G Hall Closet	11	
10	20	Beige 12x12 Apt 10 D Bedroom Closet	11	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:		WEL	DATE/TIME: 9-20-13	
RECEIVED BY:		John P. [Signature]	DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

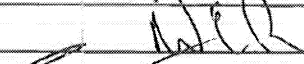
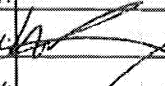
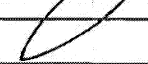
NO. OF SAMPLES: 7

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	21	Brown 12x12 APT 8B LINCOLN CLOSET	11	
2	22	RED LINCOLN APT 7D KITCHEN	12	
3	23	RED LINCOLN APT 7D KITCHEN	12	
4	24	P/S APT 7D KITCHEN	01	
5	25	GRAY 12x12 VFT APT 4H FOYER CLOSET	13	
6	26	GRAY 12x12 VFT APT 4H HALL CLOSET	13	
7	27	TAN 12x12 VFT APT 4 A CLOSET	03	
8	28	PYROBAR BLOCK APT 10 B LIVING ROOM WEST WALL	14	
9	29	PYROBAR BLOCK APT 10 Bedroom SOUTH WALL	14	
10	30	PAPER IN WALL APT 10C Bedroom SOUTH WALL	15	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-20-13	
RELINQUISHED BY:			DATE/TIME: 9-20-13	
RECEIVED BY:			DATE/TIME: 9/20/13 1657	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:			DATE/TIME:	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093444

CLIENT ADDRESS:

SIMON Development

623 Third Avenue

New York, NY 10017

BUILDING ADDRESS:

CS 393, LLC

393 West End Avenue

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 3

DATE COLLECTED: 9-20-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

	FIELD ID #	LOCATION/DESCRIPTION	Accept Sample	
	LABORATORY ID		HA#	yes/no
1	31	PAPER IN WALL APT 10C Bedroom South Wall		
2	32	VAPOR BARRIER APT 10D Living Room		
3	33	VAPOR BARRIER APT 10E Kitchen		
4				
5				
6				
7				
8				
9				
10				

SAMPLED BY:	Wesley E. Richardson	DATE/TIME:	9-20-13
RELINQUISHED BY:	<i>[Signature]</i>	DATE/TIME:	9-20-13
RECEIVED BY:	<i>[Signature]</i>	DATE/TIME:	9/20/13 1657
RELINQUISHED BY:		DATE/TIME:	
ANALYST:		DATE/TIME:	

**AmeriSci New York**

117 EAST 30TH ST.

NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC

Attn: Jill Kaplan

350 Lexington Avenue

12 Floor PH

New York, NY 10016

Date Received 09/25/13**Date Examined** 09/26/13**ELAP #** 11480**RE:** SMNDEV-001; Interior / CS 393, LLC; 396 West End Avenue,
New York, NY 10024**AmeriSci Job #** 213093974**P.O. #****Page** 1 **of** 2

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213093974-01	Yes	18.9 %
Location: Black Window Caulk - Apt 16C - Living Room - East Wall - North Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 18.9 %			
Other Material: Non-fibrous 14.1 %			
02	213093974-02	No	NAD
Location: Window Caulk - Apt 16D - Living Room - East Wall - South Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.5 %			
03	213093974-03	No	NAD
Location: Window Caulk - Apt 16D - Kitchen - South Wall			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 13.3 %			
04	213093974-04	No	NAD
Location: Window Caulk - Apt 16F - Bedroom - South Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 6.4 %			
05	213093974-05	No	NAD
Location: Window Caulk - Apt 16F - Living Room - West Wall - South Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.4 %			

AmeriSci Job #: 213093974

Client Name: Lawrence Environmental Group, LLC

Page 2 of 2

PLM Bulk Asbestos Report

SMNDEV-001; Interior / CS 393, LLC; 396 West End Avenue,
New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06	213093974-06	Yes	14 %
Location: Window Caulk - Apt 15A - Living Room - North Wall - West Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 14.0 %			
Other Material: Non-fibrous 24.6 %			
07	213093974-07	Yes	12.8 %
Location: Window Caulk - Apt 12E - Kitchen - South Wall			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 12.8 %			
Other Material: Non-fibrous 38.3 %			
08	213093974-08	Yes	11 %
Location: Window Caulk - Apt 8B - Bedroom - North Wall - West Window			(by NYS ELAP 198.6) by David W. Roderick on 09/26/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types: Chrysotile 11.0 %			
Other Material: Non-fibrous 19.3 %			

Reporting Notes:

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Client Name: Lawrence Environmental Group, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 SMNDEV-001; Interior / CS 393, LLC; 396 West End Avenue, New York, NY 10024

AmeriSci Sample #	Client Sample#	HQ Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01	0.652	34.4	32.7	33.0	Chrysotile 18.9	NA	
Location:	Black Window Caulk - Apt 16C - Living Room - East Wall - North Window							
02	02	0.310	7.7	85.8	6.5	NAD	NAD	
Location:	Window Caulk - Apt 16D - Living Room - East Wall - South Window							
03	03	0.353	8.2	78.5	13.3	NAD	NAD	
Location:	Window Caulk - Apt 16D - Kitchen - South Wall							
04	04	0.328	11.6	82.0	6.4	NAD	NAD	
Location:	Window Caulk - Apt 16F - Bedroom - South Window							
05	05	0.058	72.4	24.1	3.4	NAD	NAD	
Location:	Window Caulk - Apt 16F - Living Room - West Wall - South Window							
06	06	0.171	47.4	14.0	24.6	Chrysotile 14.0	NA	
Location:	Window Caulk - Apt 15A - Living Room - North Wall - West Window							
07	07	0.223	37.7	11.2	38.3	Chrysotile 12.8	NA	
Location:	Window Caulk - Apt 12E - Kitchen - South Wall							
08	08	0.142	48.6	21.1	30.3	Chrysotile 11.0	NA	
Location:	Window Caulk - Apt 8B - Bedroom - North Wall - West Window							

Analyzed by: Madell E. Collins; Date Analyzed 9/26/2013

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A" = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213093974

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Pre-Abatement ☐ Durings ☐ Clearance ☐ Other: _____Project Name: Interior Project#: SMNDEV-001Project Address: 393 West End Avenue, New York, NYName of Laboratory: AmeriSci New YorkNumber of Samples: 8 Last Sample #: 08
 Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☒
 48-hour ☐ 72-hour ☐ Other: ☒
Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 9-25-13Relinquished by: [Signature] Date: 9-25-13 Time: _____Received by: Joneja Kassam Date: 9/25/13 Time: 1340

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213093974

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON Development

CS 393, LLC

623 Third Avenue

393 West End Avenue

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 8

DATE COLLECTED: 9-25-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	BLACK WINDOW CAULK APT 16C LIVING ROOM EAST WALL NORTH WINDOW		
2	02	WINDOW CAULK APT 16D LIVING ROOM EAST WALL SOUTH WINDOW		
3	03	WINDOW CAULK APT 16D KITCHEN SOUTH WALL		
4	04	WINDOW CAULK APT 16F BEDROOM SOUTH WINDOW		
5	05	WINDOW CAULK APT 16F LIVING ROOM WEST WALL SOUTH WINDOW		
6	06	WINDOW CAULK APT 15A LIVING ROOM NORTH WALL WEST WINDOW		
7	07	WINDOW CAULK APT 12 KITCHEN SOUTH WALL		
8	08	WINDOW CAULK APT 8B BEDROOM NORTH WALL WEST WINDOW		
9				
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 9-25-13	
RELINQUISHED BY:		<i>WEC</i>	DATE/TIME: 9-25-13	
RECEIVED BY:		<i>Jonny Kassam</i>	DATE/TIME: 9/25/13 1340	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODRIGUEZ <i>David Rodriguez</i>	DATE/TIME: 9/26/13 0330	

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC
Attn: Jill Kaplan
350 Lexington Avenue
12 Floor PH
New York, NY 10016

Date Received 10/28/13 AmeriSci Job # 213104316
Date Examined 10/29/13 P.O. #
ELAP # 11480 Page 1 of 1
RE: SMNDEV-001; CS 393 LLC; PH Windows 393 West End
Avenue New York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213104316-01	No	NAD
01	Location: Tar Paper 17th Floor Outside PHC East Elevation - SE Corner North Window		(by NYS ELAP 198.6) by Ella Babayeva on 10/29/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 2 %			
002	213104316-02	No	NAD
01	Location: Tar Paper 17th Floor Outside PHC East Elevation - SE Corner South Window		(by NYS ELAP 198.6) by Ella Babayeva on 10/29/13
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 0.9 %			

Reporting Notes:

Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Table 1

Summary of Bulk Asbestos Analysis Results

SMNDEV-001; CS 393 LLC; PH Windows 393 West End Avenue New York, NY 10024

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	01	01	0.254	96.1	2.0	2.0	NAD	NAD
Location: Tar Paper 17th Floor Outside PHC East Elevation - SE Corner North Window								
02	002	01	0.226	97.3	1.8	0.9	NAD	NAD
Location: Tar Paper 17th Floor Outside PHC East Elevation - SE Corner South Window								

Analyzed by: Aleksandr Barengolts, Date Analyzed 10/29/2013

**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "N/A" = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses); AIHA Lab # 102843, NVLAP Lab Code 200546-0, NYSDOH ELAP Lab ID#11480.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

Reviewed By: _____

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213104316

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON DEVELOPMENT

CS 392 LC

623 Third Avenue

393 WEST END AVENUE

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED: 10-28-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	TAR PAPER 17 TH FLOOR OUTSIDE PHC EAST ELEVATION SE CORNER NORTH UP WIND	01	
2	02	TAR PAPER 17 TH FLOOR OUTSIDE PHC EAST ELEVATION SE CORNER SOUTH UP WIND	01	
3				
4				
5				
6				
7				
8				
9				
10				
SAMPLED BY:		Wesley B. Richardson	DATE/TIME: 10-28-13	
RELINQUISHED BY:		WBR	DATE/TIME: 10-28-13	
RECEIVED BY:		ASAC/NEW	DATE/TIME: 10/28/13 1624	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		EVA BAMA/EVA	DATE/TIME: 10/28/13 9:45	

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

218104316

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Backgrounds ☐ Durings ☐ Clearance ☐ Other: _____

Project Name: PH WINDOWS Project#: SMN Dev - 001

Project Address: 393 WEST END AVENUE, New York, NY

Name of Laboratory: AMELSEN New York

Number of Samples: 2

Last Sample #: 02

Turn-Around Time: Rush ☐ 12-hour ☐ 24-hour ☒
48-hour ☐ 72-hour ☐ Other: _____

Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 38-08972 Exp. Date: 07/14

Tech's Signature: [Signature] Date: 10-28-13

Relinquished by: [Signature] Date: 10-28-13 Time: _____

Received by: [Signature] Date: 10/28/13 Time: 1624

**AmeriSci New York**117 EAST 30TH ST.
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC

Attn: Jill Kaplan

350 Lexington Avenue

12 Floor PH

New York, NY 10016

Date Received 10/30/13**Date Examined** 10/31/13**ELAP #** 11480**RE:** SMNDEV-001; CS-393, LLC; 393 West End Avenue, New York, NY 10024**AmeriSci Job #** 213104612**P.O. #****Page** 1 **of** 4

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	213104612-01	No	NAD
01	Location: Slab Core Top 1st Floor Under South Stairwell		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
02	213104612-02	No	NAD
01	Location: Slab Core Middle 1st Floor Under South Stairwell		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
03	213104612-03	No	NAD
01	Location: Slab Core Bottom 1st Floor Under South Stairwell		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
04	213104612-04	No	NAD
02	Location: Brown Terrazzo 1st Floor Under South Stairwell		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
05	213104612-05	No	NAD
02	Location: Brown Terrazzo 1st Floor Under South Stairwell		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213104612

Client Name: Lawrence Environmental Group, LLC

Page 2 of 4

PLM Bulk Asbestos ReportSMNDEV-001; CS-393, LLC; 393 West End Avenue, New
York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
06 03	213104612-06 Location: Concrete Step Stairwell A 10th Floor	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
07 03	213104612-07 Location: Concrete Step Stairwell A Between 16th Floor And The Roof	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
08 04	213104612-08 Location: Orange Terrazzo East Corridor Outside Apt 10D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Orange, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
09 04	213104612-09 Location: Orange Terrazzo 10th Floor West Stairwell	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Orange, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
10 05	213104612-10 Location: Tan Terrazzo 10th Floor South Stairwell	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
11 05	213104612-11 Location: Tan Terrazzo 10th Floor South Stairwell	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213104612

Page 3 of 4

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS-393, LLC; 393 West End Avenue, New
York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
12 06	213104612-12 Location: Greenish Terrazzo 1st Floor Under South Stairwell	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
13 06	213104612-13 Location: Greenish Terrazzo 1st Floor Under South Stairwell	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
14 07	213104612-14 Location: Fire Door Core 10th Floor Apt 10D Stairwell A	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
15 07	213104612-15 Location: Fire Door Core 10th Floor Apt 10D Stairwell A	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Brown, Homogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 100 %, Non-fibrous Trace			
16 03	213104612-16 Location: Concrete Step 1st Floor Stairwell D	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213104612

Client Name: Lawrence Environmental Group, LLC

Page 4 of 4

PLM Bulk Asbestos Report

SMNDEV-001; CS-393, LLC; 393 West End Avenue, New
York, NY 10024

Reporting Notes:

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NAPS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Lawrence Environmental Group, LLC

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213104612

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☒	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☒	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Backgrounds ☐ Durings ☐ Clearance ☐ Other: _____Project Name: _____ Project#: SMNNEW-01Project Address: 393 WEST END AVENUEName of Laboratory: AMERISCI New YorkNumber of Samples: 16 Last Sample #: 16Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
48-hour ☐ 72-hour ☐ Other: _____Tech's Name: Wesley E. Richards Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 12-30-13Relinquished by: [Signature] Date: 12-30-13 Time: _____Received by: [Signature] Date: 10/30/13 Time: 14:30

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213104612

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON DEVELOPMENT
623 THIRD AVENUE
NEW YORK, NY 10017

CS-393 LLC
393 WEST END AVENUE
NEW YORK, NY 10024

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED: 10-30-17

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	SLAB CORE TOP 1 ST FLOOR UNDER SOUTH STAIRWELL	01	
2	02	SLAB CORE MIDDLE 1 ST FLOOR UNDER SOUTH STAIRWELL	01	
3	03	SLAB CORE BOTTOM 1 ST FLOOR UNDER SOUTH STAIRWELL	01	
4	04	BROWN TERRAZZO 1 ST FLOOR UNDER SOUTH STAIRWELL	02	
5	05	BROWN TERRAZZO 1 ST FLOOR UNDER SOUTH STAIRWELL	02	
6	06	CONCRETE STEP STAIRWELL A 10 TH FLOOR	03	
7	07	CONCRETE STEP STAIRWELL A BETWEEN 16 TH FLOOR AND THE ROOF	03	
8	08	ORANGE TERRAZZO EAST CORRIDOR OUTSIDE APT 10D	04	
9	09	ORANGE TERRAZZO 10 TH FLOOR WEST STAIRWELL	04	
10	10	TAN TERRAZZO 10 TH FLOOR SOUTH STAIRWELL	05	
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 10-30-17	
RELINQUISHED BY:		WEL	DATE/TIME: 10-30-17	
RECEIVED BY:		Jellison S	DATE/TIME: 11/30/17 14:30	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODERICK	DATE/TIME: 10/31/17 0200	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

BUILDING ADDRESS: 213104612

SIMON DEVELOPMENT
623 THIRD AVENUE
New York, NY 10017

CS 393, LLC
393 WEST END AVENUE
New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED: 10-30-13

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

	FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
				HA#	yes/no
1	11		TAN TERRAZZO 10 TH Floor West STAIRWAY	05	
2	12		GREENISH TERRAZZO 1 ST Floor UNDER SOUTH STAIRWAY	06	
3	13		GREENISH TERRAZZO 1 ST Floor UNDER SOUTH STAIRWAY	06	
4	14		FIRE DRILL CORE 10 TH Floor AOT 10D STAIRWAY A	07	
5	15		FIRE DRILL CORE 10 TH Floor AOT 10D STAIRWAY A	07	
6	16		CONCRETE STEP 1 ST Floor STAIRWAY D	03	
7					
8					
9					
10					
SAMPLED BY: WESLEY E. RICHARDSON			DATE/TIME: 10-30-13		
RELINQUISHED BY: WER			DATE/TIME: 10-30-13		
RECEIVED BY: [Signature]			DATE/TIME: 10/30/13 14:30		
RELINQUISHED BY: [Signature]			DATE/TIME:		
ANALYST: DAVID RODERICK [Signature]			DATE/TIME: 10/31/13 0600		


AmeriSci New York

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Lawrence Environmental Group, LLC	Date Received 10/30/13	AmeriSci Job # 213104624
Attn: Jill Kaplan	Date Examined 10/31/13	P.O. #
350 Lexington Avenue	ELAP # 11480	Page 1 of 4
12 Floor PH	RE: SMNDEV-001; CS-393, LLC; 393 West End Avenue, New York, NY 10024	
New York, NY 10016		

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
17	213104624-01	No	NAD
08	Location: Plaster 16th Floor Stairwell A - South Wall		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
18	213104624-02	No	NAD
08	Location: Plaster 15th Floor Stairwell D - North Wall		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
19	213104624-03	No	NAD
08	Location: Plaster 14th Floor Stairwell A - North Wall		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
20	213104624-04	No	NAD
08	Location: Plaster 12th Floor Stairwell D - East Wall		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
21	213104624-05	No	NAD
08	Location: Plaster 11th Floor Stairwell A - East Wall		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213104624

Client Name: Lawrence Environmental Group, LLC

Page 2 of 4

PLM Bulk Asbestos ReportSMNDEV-001; CS-393, LLC; 393 West End Avenue, New
York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
22 08	213104624-06 Location: Plaster 10th Floor Stairwell D - South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
23 08	213104624-07 Location: Plaster 9th Floor Stairwell A - East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
24 08	213104624-08 Location: Plaster 8th Floor Stairwell D - North Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
25 08	213104624-09 Location: Plaster 7th Floor Stairwell A - South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
26 09	213104624-10 Location: Scratch Coat 16th Floor Stairwell A - South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
27 09	213104624-11 Location: Scratch Coat 15th Floor Stairwell D - North Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			

AmeriSci Job #: 213104624

Page 3 of 4

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS-393, LLC; 393 West End Avenue, New
York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
28 09	213104624-12 Location: Scratch Coat 14th Floor Stairwell A - North Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
29 09	213104624-13 Location: Scratch Coat 12th Floor Stairwell D - East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100 %			
30 09	213104624-14 Location: Scratch Coat 11th Floor Stairwell A - East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
31 09	213104624-15 Location: Scratch Coat 10th Floor Stairwell D - South Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			
32 09	213104624-16 Location: Scratch Coat 9th Floor Stairwell A - East Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair Trace, Cellulose Trace, Non-fibrous 100 %			
33 09	213104624-17 Location: Scratch Coat 8th Floor Stairwell A - North Wall	No	NAD (by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Animal hair Trace, Cellulose Trace, Non-fibrous 100 %			

AmeriSci Job #: 213104624

Page 4 of 4

Client Name: Lawrence Environmental Group, LLC

PLM Bulk Asbestos ReportSMNDEV-001; CS-393, LLC; 393 West End Avenue, New
York, NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
34	213104624-18	No	NAD
09	Location: Scratch Coat 7th Floor Stairwell A - South Wall		(by NYS ELAP 198.1) by David W. Roderick on 10/31/13
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Cellulose Trace, Non-fibrous 100 %			

Reporting Notes:

Analyzed by: David W. Roderick

*NAD/NSD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

Lawrence Environmental Group, LLC

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

213104624

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☐	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☐	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Backgrounds ☐ Durings ☐ Clearance ☐ Other: _____Project Name: Starwke A & D Project#: SMNEX-001Project Address: 393 WEST END AVENUE, New York, NYName of Laboratory: AMEXSCI New YorkNumber of Samples: 18 Last Sample #: 34Turn-Around Time: Rush ☐ 12-hour ☒ 24-hour ☐
48-hour ☐ 72-hour ☐ Other: _____Tech's Name: Wesley F. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 10-30-13Relinquished by: [Signature] Date: 10-30-13 Time: _____Received by: [Signature] Date: 10/30/13 Time: 1637

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

213104624

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON DEVELOPMENT

CS 393, LLC

623 THIRD AVENUE

343 WEST END AVE NYC

New York, NY 10017

New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED:

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEEDED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	17	PLASTER 16 TH Floor STAIRWELL A SOUTH WALL	08	
2	18	PLASTER 15 TH Floor STAIRWELL D NORTH WALL	08	
3	19	PLASTER 14 TH Floor STAIRWELL A NORTH WALL	08	
4	20	PLASTER 12 TH Floor STAIRWELL D EAST WALL	08	
5	21	PLASTER 11 TH Floor STAIRWELL A EAST WALL	08	
6	22	PLASTER 10 TH Floor STAIRWELL D SOUTH WALL	08	
7	23	PLASTER 9 TH Floor STAIRWELL A EAST WALL	08	
8	24	PLASTER 8 TH Floor STAIRWELL D NORTH WALL	08	
9	25	PLASTER 7 TH Floor STAIRWELL A SOUTH WALL	08	
10				
SAMPLED BY:		Wesley E. Richardson	DATE/TIME: 10-30-17	
RELINQUISHED BY:		W. E. R.	DATE/TIME: 10-30-17	
RECEIVED BY:		Simon Dev	DATE/TIME: 10/30/17 16:37	
RELINQUISHED BY:			DATE/TIME:	
ANALYST:		DAVID RODERICK	DATE/TIME: 10/31/17 02:00	

Lawrence Environmental Group, LLC
350 Lexington Ave
NY, NY 10016

CLIENT ADDRESS:

BUILDING ADDRESS:

Simon Development
623 Third Avenue
New York, NY 10017

CS 393 LLC
393 West End Avenue
New York, NY 10024

PROJECT ID #:

NO. OF SAMPLES:

DATE COLLECTED:

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	26	SCRATCH COAT 16 TH FLOOR STAIRWELL A SOUTH WALL	09	
2	27	SCRATCH COAT 15 TH FLOOR STAIRWELL D NORTH WALL	09	
3	28	SCRATCH COAT 14 TH FLOOR STAIRWELL A NORTH WALL	09	
4	29	SCRATCH COAT 12 TH FLOOR STAIRWELL D EAST WALL	09	
5	30	SCRATCH COAT 11 TH FLOOR STAIRWELL A EAST WALL	09	
6	31	SCRATCH COAT 10 TH FLOOR STAIRWELL D SOUTH WALL	09	
7	32	SCRATCH COAT 9 TH FLOOR STAIRWELL A EAST WALL	09	
8	33	SCRATCH COAT 8 TH FLOOR STAIRWELL D NORTH WALL	09	
9	34	SCRATCH COAT 7 TH FLOOR STAIRWELL A SOUTH WALL	09	
10				
SAMPLED BY: WEXLEY E. RICHARDSON		DATE/TIME: 10-30-13		
RELINQUISHED BY: WJL		DATE/TIME: 10-30-13		
RECEIVED BY: ASKRON		DATE/TIME: 10/30/13 1637		
RELINQUISHED BY:		DATE/TIME:		
ANALYST: DAVID RODERICK		DATE/TIME: 10/31/13 0900		

**AmeriSci New York**117 EAST 30TH ST.
NEW YORK, NY 10016

TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos ReportLawrence Environmental Group, LLC
Attn: Jill Kaplan
108 West 39th Street
Suite 500
New York, NY 10018

Date Received 01/31/14

AmeriSci Job # 214014008

Date Examined 02/01/14

P.O. #

ELAP # 11480

Page 1 of 1

RE: SMNDEU-001B; CS 393 LLC; 393 West End Ave., New York,
NY 10024

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
01	214014008-01	Yes	57.1 %
1	Location: Corrugated Pipe Insulation, Riser Apt. 10A Between Kitchen & Living Room, North Wall		(by NYS ELAP 198.1) by Ella Babayeva on 02/01/14
Analyst Description: Grey, Homogeneous, Fibrous, Bulk Material			
Asbestos Types: Chrysotile 57.1 %			
Other Material: Cellulose 20 %, Non-fibrous 22.9 %			
02	214014008-02		N/A/PS
1	Location: Corrugated Pipe Insulation, Riser Apt. 10B NW Corner		
Analyst Description: Bulk Material			
Asbestos Types:			
Other Material:			

Reporting Notes:

Analyzed by: Ella Babayeva

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab ID11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab. This PLM report relates ONLY to the items tested. AIHA Lab # 102843, RI Cert#AAL-094, CT Cert#PH-0186, Mass Cert#AA000054.

Reviewed By: _____ END OF REPORT _____

214014008

Lawrence Environmental Group, LLC
108 West 39th Street
NY, NY 10018

CLIENT ADDRESS:

BUILDING ADDRESS:

SIMON DEVELOPMENT
623 THIRD AVENUE
NEW YORK, NY 10017

CSB LLC
393 WEST END AVE
NEW YORK, NY 10024

PROJECT ID #:

NO. OF SAMPLES: 2

DATE COLLECTED: 1-31-14

PRIORITY: ASAP 24HRS 48HRS

RESULTS NEED BY:

VERBAL HARD COPY

FIELD ID #	LABORATORY ID	LOCATION/DESCRIPTION	Accept Sample	
			HA#	yes/no
1	01	CORRUGATED PIPE INSULATION RISER ART 10A BETWEEN KITCHEN & LIVING ROOM NORTH WALL		
2	02	CORRUGATED PIPE INSULATION RISER ART 10B NW CORNER		
3				
4				
5				
6				
7				
8				
9				
10				

SAMPLED BY:	Wesley E. Richardson	DATE/TIME:	1-31-14
RELINQUISHED BY:	<i>[Signature]</i>	DATE/TIME:	1-31-14
RECEIVED BY:	<i>[Signature]</i>	DATE/TIME:	1/31/14 1656
RELINQUISHED BY:		DATE/TIME:	
ANALYST:	ELIA MARRA/ELA	DATE/TIME:	2/1/14 12:10

Lawrence Environmental Group, LLC

Stop at first positive

350 Lexington Ave. 12th FL/PH

New York, NY 10016

212-682-2001

214014008

CHAIN OF CUSTODY

SUBSTRATE	TEST REQUIRED	MATRIX
ASBESTOS ☒	PCM ☐	AIR ☐
LEAD ☐	TEM ☐	BULK MATERIAL ☒
OTHER ☐	PLM ☒	MICRO-VACUUM AIR ☐
	PLM NOB ☐	PAINT CHIP ☐
	OTHER ☐	WIPE ☐
		SOIL ☐
		DRINKING WATER ☐
		WASTEWATER ☐
		OTHER ☐

Test Performed: Backgrounds ☐ Durings ☐ Clearance ☐ Other: _____Project Name: Floor Probes Project#: SMNDW-001BProject Address: 393 WEAName of Laboratory: AmeriSci New YorkNumber of Samples: 02 Last Sample #: 02Turn-Around Time: Rush ☐ 12-hour ☐ 24-hour ☐
48-hour ☒ 72-hour ☐ Other: _____Tech's Name: Wesley E. Richardson Tech's NYS Lic. #: 88-08972 Exp. Date: 07/14Tech's Signature: [Signature] Date: 01-31-14Relinquished by: [Signature] Date: 01-31-14 Time: _____Received by: [Signature] Date: 1/31/14 Time: 1656



EXHIBIT "D"

SUMMARY OF ACP-5 AND ACP-21 FINDINGS

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material		Item Tested Positive for Asbestos Containing Material and Abated	
1A (formerly 1AB)	-	Plaster	X			
	-	Scratch Coat	X			
	-	Gypsum Board Composite	X			
	-	Wall Grout	X			
	-	Floor Grout	X			
1E	-	Pipe Riser				X
1F	-	Plaster	X			
	-	Scratch Coat	X			
	-	Gypsum Board Composite	X			
	-	Pyrobar Block	X			
	-	Pyrobar Mortar	X			
4A	-	Plaster	X			
	-	Scratch Coat	X			
	-	Ceramic Floor Grout	X			
	-	Wall Grout	X			
	-	Floor Grout	X			
	-	Tan 12x12 Floor Tile	X			
4H	-	Plaster	X			
	-	Scratch Coat	X			
	-	Gypsum Board Composite	X			
	-	Gray 12x12 Floor Tile	X			
	-	Ceramic Wall Grout	X			
	-	Ceramic Floor Grout	X			
6A (formerly 6A and 6B)	-	Radiator Pipe Insulation				X
6C (formerly 6B)	-	Radiator Pipe Insulation				X
6F (formerly 6H)	-	Radiator Pipe Insulation				X
7A	Bathroom	Pipe Riser				X
	-	Radiator Pipe Insulation				X
7C	-	Radiator Pipe Insulation				X
7D	Kitchen	Pipe Riser				X
7D (formerly 7E)	Kitchen / Living Room	Pipe Riser				X
7E (formerly 7F)	Bathroom	Pipe Riser				X
7F (formerly 7H)	-	Radiator Pipe Insulation				X
	-	Radiator Pipe Insulation				X

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material	Item Tested Positive for Asbestos Containing Material and Abated
8B	Bedroom	Radiator		
		Plaster	X	
		Scratch Coat	X	
		Wall Grout	X	
		Ceramic Wall Grout	X	
		Ceramic Floor Grout	X	
		Sink Undercoat	X	
		Brown 12x12 Floor Tile	X	
		Tan 12x12 Floor Tile	X	
		Gypsum Board Composite	X	
		Pipe Insulation		X
		Radiator Pipe Insulation		X
		Radiator Pipe Insulation		X
8C (formerly 8G)		Pipe Insulation		X
		Radiator Pipe Insulation		X
		VAT		X
		Pipe Insulation		X
9D		Radiator Pipe Insulation		X
9G		Plaster	X	
		Scratch Coat	X	
		Pyrobar Block	X	
		Pyrobar Mortar	X	
		Gypsum Board Composite	X	
		Ceramic Floor Grout	X	
		Wall Grout	X	
		Floor Grout	X	
		Brick	X	
		Mortar	X	
		Tan 12x12 Floor Tile		X
		Pipe Insulation		X
		Radiator Insulation		X
		Pipe Riser		X
		Pipe Riser		X

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material	Item Tested Positive for Asbestos Containing Material and Abated
108 (formerly 10C)	Kitchen	Pipe Riser		X
108 (formerly 10D)	Living Room	Pipe Riser		X
	-	Radiator Pipe Insulation		X
	-	Pipe Insulation		X
128 (formerly 12C)	-	VAT		X
	-	Pipe Riser		X
128 (formerly 12D)	-	Radiator		X
	-	Pipe Riser		X
12C (formerly 12E)	-	Radiator		X
	-	Pipe Riser		X
12E (formerly 12G)	-	VAT		X
	-	Plaster	X	
	-	Scratch Coat	X	
	-	Gypsum Board Composite	X	
	-	Ceramic Floor Grout	X	
	-	Ceramic Wall Grout	X	
	-	Wall Mastic	X	
	-	Tan 12x12 Floor Tile	X	
	-	Pipe Riser		X
	-	Radiator		X
14A	-	Linoleum		X
	-	Pipe Riser		X
	-	Radiator		X
14B (formerly 14C and 14D)	-	Linoleum		X
	Closet	Pipe Riser		X
	Foyer Closet	Radiator		X
	-	Linoleum		X
	-	Pipe Riser		X
	-	Radiator		X
	Closet	Linoleum		X
	Foyer Closet	Linoleum		X
	Bathroom	Pipe Insulation		X
	Bathroom	Pipe Riser		X
14B (formerly 14D)	Bathroom	Pipe Insulation		X
	Bathroom	Pipe Riser		X
	Bathroom	Pipe Insulation		X

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material	Item Tested Positive for Asbestos Containing Material and Abated
PH2A (formerly 16A)	-	Pipe Insulation		X
PH2A (formerly 16A and 16B)	Bedroom	Radiator		
	Living Room	Radiator		
	-	Plaster	X	
	-	Scratch Coat	X	
	-	Light Gray 12x12 Floor Tile	X	
	-	Linoleum	X	
	-	Black Floor Felts	X	
	-	Wall Grout	X	
	-	Floor Grout	X	
	-	Pipe Insulation		X
PH2A (formerly 16B)	-	Pipe Insulation		X
PH2B (formerly 16D)	Bathroom	Pipe Insulation		X
	Bathroom	Pipe Insulation		X
PH1A (formerly PHAB or 17A & 17B)	-	Plaster	X	
	-	Scratch Coat	X	
	-	Pyrobar Block	X	
	-	Pyrobar Mortar	X	
	-	White 12x12 Floor Tile	X	
	-	Wall Grout	X	
	-	Floor Grout	X	
1st Floor	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	West Elevation	Window Caulking		X
2nd Floor	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	West Elevation	Window Caulking		X
3rd Floor	West Elevation	Window Caulking		X
	West Courtyard	Window Caulking		X
	South Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material	Item Tested Positive for Asbestos Containing Material and Abated
4th Floor	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Courtyard Elevation	Window Caulking		X
	South Elevation	Window Caulking		X
	West Elevation	Window Caulking		X
5th Floor	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Courtyard Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	West Elevation	Window Caulking		X
6th Floor	South Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
8th Floor	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	South Elevation - F Line	Window Glazing		X
	South Elevation - E Line	Window Glazing		X
	North Elevation	Window Caulking		X
9th Floor	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	South Elevation - F Line	Window Glazing		X
	South Elevation - E Line	Window Glazing		X
	South Elevation - D Line	Window Glazing		X
10th Floor	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	South Elevation - F Line	Window Glazing		X
	South Elevation - E Line	Window Glazing		X
	South Elevation - D Line	Window Glazing		X

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material	Item Tested Positive for Asbestos Containing Material and Abated
11th Floor	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	South Elevation - F Line	Window Glazing		X
	South Elevation - E Line	Window Glazing		X
12th Floor	East Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	South Elevation - E Line	Window Glazing		X
	South Elevation - D Line	Window Glazing		X
14th Floor	North Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
	South Elevation - E Line	Window Glazing		X
15th Floor	South Elevation - D Line	Window Glazing		X
	North Elevation	Window Caulking		X
	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
16th Floor	South Elevation - D Line	Window Glazing		X
	South Elevation - E Line	Window Glazing		X
	North Elevation	Window Caulking		X
	East Elevation	Window Caulking		X
Roof	Main Roof	Roof Membrane		X
	Main Roof	Roof Flashing		X
				600

393 West End Avenue
Condominium Offering Plan
Exhibit D - Summary of Available Asbestos Samplings and Findings

Apartment	Room/Area	Item	Item Tested Negative for Asbestos Containing Material	Item Tested Positive for Asbestos Containing Material and Abated
Basement	West Elevation	Window Caulking		X
	South Elevation	Window Caulking		X
	West Courtyard	Window Caulking		X
	Boiler Room	Acoustical Plaster Ceiling		X
	Boiler Room	Tank Insulation		X
	Boiler Room	Pipe Insulation, Fittings & Elbows		X
	Boiler Room	Boiler Breech Insulation		X
	Tank Room	Pipe Insulation, Fittings & Elbows		X
	Corridor	Pipe Insulation, Fittings & Elbows		X
	Hallway	Boiler Breech Insulation		X
	Hallway	Transite Panel on Wall		X
	Entire	Gypsum Board Composite	X	
	Entire	Plaster	X	
Cellar	Entire	Scratch Coat	X	
	Entire	Ceramic Floor Grout	X	
	Entire	Concrete Slab	X	
	Entire	Plaster	X	
	1F, Laundry Room, South Stairwell	Scratch Coat	X	
	1F, Laundry Room, South Stairwell	Gypsum Board Composite	X	
	1F, Laundry Room, South Stairwell	Pyrobar Block	X	
	1F, Laundry Room, South Stairwell	Pyrobar Mortar	X	
	1F, Laundry Room, South Stairwell	Concrete Slab	X	
	1F, Laundry Room, South Stairwell	Brown Terrazzo	X	
	1F, Laundry Room, South Stairwell	Tan Terrazzo	X	
	1F, Laundry Room, South Stairwell	Greenish Terrazzo	X	
Floors 1-17, Cellar, Roof	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Plaster	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Scratch Coat	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Concrete Slab	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Brown Terrazzo	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Concrete Step	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Orange Terrazzo	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Tan Terrazzo	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Greenish Terrazzo	X	
	Corridors & Stairwells (Entire 10th Floor, Cellar, Roof)	Fire Door Core	X	



EXHIBIT "E"

SUMMARY OF CERTAIN POSITIVE OR ASSUMED POSITIVE FINDINGS

393 West End Avenue, New York, NY 10024
Inspector: Wesley Richardson Certification: NYSDOL cert # 88-08972
Management Planner: Gerard Baril Certification: NYSDOL cert# 88-04252
Inspection Dates: August - December 2013
Conditions as of: January 28, 2014

Homogeneous Material	Location	Description	Type of Material	Identified or Assumed	Quantity	Sampled 2013-14	Condition	Potential for Damage by Contact	Potential for damage by Air Movement	Potential for damage by Vibration	Overall Potential for Damage	Comments	AHERA Category	Response Action
1	Steam riser sets feeding apartment radiators. Enclosed in perimeter columns. Floors 1-16, PH	Pipe insulation	TSI	Assumed	~ 8,000 ft	No	D	L	L	M	L	Risers are enclosed and not accessible to building occupants. ACM should be removed if column work is required as part of any future building wide apartment renovation project.	1	2/3
1	Steam lines in floor cavities feeding bathroom and some kitchen radiators. All apartments. Floors 1-16, PH.	Pipe Insulation	TSI	Assumed	~3, 200 ft.	No	D	L	L	M	L	Steam lines are enclosed and not accessible to building occupants ACM should be removed if floor work is required as part of future building wide apartment renovation project.	1	2/3
2	Floor tiles and mastic All apartments Floors 1-16, PH	Non-friable tile and mastic.	MM	Identified and Assumed	To be determined	Yes	G	M	L	L	L	Limited sampling performed. ACM identified only in kitchen of Apt. 12E. Sample and analyze prior to disturbance of any tiles	5	2
3	Window casings All windows, south and west building face.	Window Caulk	MM	Identified	~213 ft ²	Yes	G	L	L	M	L	Caulk to be removed as part of window replacement project.	5	2

Homogeneous Materials: 1- Pipe insulation; 2 – Floor tile/mastic; 3- Window caulk
Type of Material: SM- Surfacing Material; TSI- Thermal System Insulation; MM- Miscellaneous Material
Condition: G- Good; D- Damaged; SD- Significantly Damaged; E- Enclosed; NA- not Applicable, did not see
Potential for Damage: L- Low; M- Medium; H- High
Overall Potential for Damage: PSD- Potential for Significant Damage; PD Potential for Damage; LNP- Low or No Potential for Damage
AHERA Category: 1-Damaged or Significantly Damaged TSI; 2- Damaged Friable Surfacing ACBM; 3- Significantly Damaged Friable Surfacing ACBM; 4- Damaged or Significantly Damaged Friable Miscellaneous ACBM; 5- ACBM with Potential for Damage; 6- ACBM with Potential for Significant Damage; 7- Any Remaining Friable ACBM or Friable Suspect ACBM
Response Recommendations: 1- Remove or repair ASAP; 2—Remove prior to any planned apartment renovations 3- Leave in Place and maintain under O&M Program.

LEAD-BASED PAINT OPERATIONS AND MAINTENANCE PROGRAM

CS 393, LLC
393 West End Avenue
New York, NY 10023

Lead-Based Paint
Operations and
Maintenance
Program

Prepared by:
Lawrence Environmental Group, LLC
Gerard L. Baril, CIH, EPA License # NY-R-10238-4
January 29, 2014

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Appendix B		Disclosure of Information on Lead-Based Paint Hazards
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PREFACE

CS 393, LLC has implemented a Lead-Based Paint Operations and Maintenance Program (O&M) at 393 West End Avenue, New York, NY 10023. The purpose of the O&M program is to ensure the safety of children, occupants, and building employees of from the health hazards associated with exposure to lead-based paint.

The O & M Program was created by Lawrence Environmental Group (LEG), LLC in an effort to control, limit and monitor exposures to lead particulate. LEG is licensed by the United States Environmental Protection Agency (USEPA) to function as a lead consultant firm in the state of New York. The O & M program was developed by USEPA licensed risk assessors employed by LEG.

***Note:** This manual is to be used only as a guide toward compliance with appropriate Federal, State, or City safety and health codes, rules, regulations, or standards. Nothing herein is to be regarded as indicating approval or disapproval of any action that may violate any Federal, State, or City codes, rules, regulations, or standards. Nothing herein is to be regarded as indicating approval or disapproval of any specific practice, service, or product. This manual is not intended to replace other CS 393, LLC policies nor the relevant EPA, OSHA, ANSI, ASTM, Federal, State, City, or other codes, rules, regulations or standards. The developer of this policy does not warrant that it includes information as to all safety and health conditions that may be present on the worksite, nor does the developer guaranty compliance with this policy or relevant standards by the employer or employees who use it as a guide. It is the responsibility of CS 393, LLC management and each employee to insure compliance with this policy and all appropriate Federal, State, or City safety and health codes, rules, regulations, or standards.*

1.0 BACKGROUND

Starting in the early 1900s, lead was added to paint as a pigment, bonding agent and preservative. Adding lead to paint rendered the paint more durable. Most enamel paints manufactured during the early to mid-20th century contained lead.

During the early 1960s, health officials became alarmed with the increasing occurrence of childhood lead poisoning cases. The Center for Disease Control's (CDC) Lead Poisoning Health Study found that 25% of children living in urban areas had elevated levels of lead in their blood stream. The United States Department of Housing and Urban Development (HUD) studies found that children were inadvertently ingesting lead dust dispersed within living spaces. The source of the lead dust was deteriorating lead based paint. It was found that lead paint could be released into the air by friction by merely opening and closing of windows and doors that were coated with lead based paint. The resultant lead dust was ingested by children by simple hand to mouth action.

Lead is a systemic toxin. One of lead's major target organs is the nervous system. Health studies determined that children with elevated lead blood levels had health problems manifesting in lower intelligence and IQ scores, learning and reading disabilities, and reduced muscular reflexes.

Approximately, ninety percent of the housing stock constructed before 1978 contained significant amounts of lead-based paint (LBP). In 1978, the Consumer Product Safety Commission lowered the maximum allowable lead content in paint to 0.06% by weight. Based on the practical elimination of lead based paint in 1978, the Environmental Protection Agency (EPA) does not anticipate housing units built after 1978 to have a lead paint risk. However, the practical elimination of lead paint in 1978 did not address the risk from deteriorating lead based paint found in housing units built before 1978.

2.0 **LEAD REGULATIONS**

All building activities involving lead-based paint will be performed in strict accordance with all applicable federal, state, and local regulations, standards, and codes.

The most recent editions of any relevant regulation, standard, document, or code shall be in effect. Where conflicts among the requirements or with these specifications exist, the most stringent requirements shall apply.

Such documents include, but are not limited to, the following:

- U.S. Consumer Product Safety Commission
 - 16 CFR 1303, Ban of Lead-Containing Paint and Certain Consumer Products Bearing Lead-Containing Paint.
- U.S. Department of Housing and Urban Development (HUD)
 - 24 CFR 35, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
 - Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
- U.S. Department of Labor, Occupational Safety and Health Administration (OSHA)
 - 29 CFR 1910.1200, Hazard Communication.
 - 29 CFR 1910.1020, Access to Employee Exposure and medical Records.
 - 29 CFR 1926.62, Lead in Construction.
- U.S. Environmental Protection Agency (EPA)
 - 40 CFR 745, Lead-Based Paint Poisoning Prevention in Certain Residential Structures.
- New York City Local Law #1, New York City Childhood Lead Poisoning Prevention Act of 2004.

3.0 OPERATIONS AND MAINTENANCE PROGRAM PURPOSE

3.1 Objective

The principal objective of the Lead-Based Paint Operations and Maintenance Program is to minimize the exposure of children, building occupants, maintenance and custodial personnel to lead particulate. Exposure minimization will be accomplished by:

1. Identification of lead-based paint and/or lead-based paint hazards by EPA licensed inspectors and/or risk assessors.
2. Imposing environmental controls for common renovation activities such as sanding, cutting, and window replacement which yield lead dust and chips when surfaces coated with lead based paint are disturbed.
3. Ensuring that all building staff and building occupants receive information on lead-based paint hazards, prior to the commencement of minor repair and maintenance activities.
4. Ensuring that individuals and contractors that perform renovation in areas where lead based paint and/or lead-based paint hazards have been identified are properly trained in accordance with EPA regulations.
5. Performing lead abatement work using only abatement contractor firms that have been certified by the EPA.

This program has been designed to comply with applicable city, state and federal regulations pertaining to lead-based paint. This program shall remain in force until verification by a lead risk assessor that all LBP has been removed from the property.

This Lead-Based Paint Operations and Maintenance Program is an interim control measure that will remain in effect until such time as lead based paint is abated from the property.

3.2 Administration

The Property Manager administers the lead-based paint O&M program. The Property Manager will:

- Coordinate lead-based paint inspections and/or risk assessments of common areas and dwelling units;
- Ensure that building maintenance personnel who conduct minor repairs and maintenance activity on lead painted surfaces use safe work practices that minimize creation of lead dust and paint chips;
- Use only EPA lead-based paint certified contractors to perform renovations;
- Use only EPA trained workers to perform renovation work;
- Ensure that contractors performing renovation work provide written notification to building occupants of renovation activities that will disturb lead-based paint no more than 60 days prior to the renovation;
- Ensure that contractors performing renovation work provide building occupants with the EPA pamphlet entitled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*, prior to performing renovation work;
- Use only EPA licensed workers and firms to perform abatement of lead-based paint and/or lead-based paint hazards; and
- Maintain records of all lead-based paint activities conducted at the building.

4.0 LEAD-BASED PAINT SURVEYS

4.1 Summary of Existing Inspection Survey Results

Lawrence Environmental Group, LLC (LEG) was retained by CS 393, LLC to conduct lead-based paint inspections in common areas, the basement, the roof and thirty-one (31) apartment units at 393 West End Avenue, New York, NY 10024. These inspections occurred on August 20-23, 26-28 and September 16-17, 2013. This testing was conducted using methodologies specified in Chapter 7 of US EPA/Department of Housing and Urban Development (HUD) Technical Guidelines for The Evaluation and Control of Lead-Based Paint Hazards in Housing. The lead inspection reports are on file at the property manager's office.

A total of 3,839 measurements on surfaces and 150 calibration measurements were taken with the RMD LPA-1B. Detailed and summary results are found in Appendix A of this report. A list of analyzed areas that were found to contain levels of lead greater than or equal to the **1.0 mg/cm² abatement level mandated by HUD/EPA/New York State/New York City** are listed in Tables 1 and 2. All readings correspond to a location which can be ascertained from Appendix A.

**Table 1 – Surfaces Coated with Lead-Based Paint – Common Areas
393 West End Avenue, New York, NY 10023**

Location	Components	Substrate	Condition
Public Hall	All Walls	Plaster	Intact
Public Hall	All Ceilings	Plaster	Intact
Public Hall	All Doors	Metal	Intact
Public Hall	All Door Casings	Metal	Intact
Public Hall	All Elevator Doors	Metal	Intact
Public Hall	All Elevator Door Casings	Metal	Intact
Public Hall	All Service Elevator Doors	Metal	Intact
Public Hall	All Service Elevator Door Casings	Metal	Intact
Public Hall	All Apartment Doors	Metal	Intact
Public Hall	All Apartment Door Casings	Metal	Intact
Public Hall	All Stair Tread	Metal	Intact
Public Hall	All Stair Baluster	Metal	Intact

Table 1 – Surfaces Coated with Lead-Based Paint (cont'd)
393 West End Avenue, New York, NY10023

Location	Components	Substrate	Condition
Public Hall	All Stair Newel Post	Metal	Intact
Public Hall	All Stair Stringer	Metal	Intact
Public Hall	All Stair Riser	Metal	Intact
Public Hall at South East End	All Windows	Metal	Intact
Public Hall/Trash Room	All Walls	Plaster	Intact
Public Hall/Trash Room	All Ceilings	Plaster	Intact
Public Hall/Trash Room	All Doors	Metal	Intact
Public Hall/Trash Room	All Door Casings	Metal	Intact
Public Hall / Hall across Trash Room	All Walls	Plaster	Intact
Public Hall / Vestibule	Gold Entry Doors	Metal	Intact
Basement	All Doors	Metal	Fair
Basement	All Door Casings	Metal	Fair
Basement / Laundry Room	Stand Pipe	Metal	Intact
Basement / Laundry Room	Window Casing	Wood	Intact
Basement / Compactor Room	All Walls	Cement	Intact
Basement / Elevator Mech. Rm	Floor	Cement	Intact
Exterior	All Fire Escapes	Metal	Poor
Exterior	Water Tower Dunage	Metal	Intact
Exterior	All Roof Entry Door Case	Metal	Fair

Table 2 – Surfaces Coated with Lead-Based Paint – Apartments
393 West End Avenue, New York, NY10023

Location	Components	Substrate	Condition
Apartment 16C - Foyer	A Wall	Plaster	Intact
Apartment 16C - Foyer	Closet Door Casing	Plaster	Intact
Apartment 16D - Foyer	Apartment Door Casing	Metal	Intact
Apartment 16D - Foyer	Apartment Service Door Casing	Metal	Intact
Apartment 12G - Foyer	A Wall	Plaster	Intact
Apartment 12G - Bathroom	Door	Wood	Intact
Apartment 12G - Bathroom	B Wall	Plaster	Intact
Apartment 11C - Living Room	A Wall	Plaster	Intact
Apartment 11C - Bedroom 2	Window Casing	Wood	Intact
Apartment 11F - Foyer	Apartment Door	Metal	Intact
Apartment 10C	All Metal Door Casings	Metal	Intact
Apartment 10C - Foyer	All Walls	Plaster	Intact
Apartment 10C - Foyer	Ceiling	Plaster	Intact

Table 2 – Surfaces Coated with Lead-Based Paint – Apartments (cont'd)
393 West End Avenue, New York, NY10023

Location	Components	Substrate	Condition
Apartment 10C - Livingroom	All Walls	Plaster	Intact
Apartment 10C - Livingroom	Ceiling	Plaster	Intact
Apartment 10C - Livingroom	Window Apron	Wood	Intact
Apartment 10C - Hallway	All Walls	Plaster	Intact
Apartment 10C - Hallway	Ceiling	Plaster	Intact
Apartment 10C - Hallway	Baseboard	Wood	Intact
Apartment 10C - Hallway Closet	All Walls	Plaster	Intact
Apartment 10C - Hallway	Ceiling	Plaster	Intact
Apartment 10C - Bedroom 1	All Walls	Plaster	Intact
Apartment 10C - Bedroom 2	All Walls	Plaster	Intact
Apartment 10C - Bedroom 2	Ceiling	Plaster	Intact
Apartment 10C - Bedroom 2	All Window Components	Wood	Intact
Apartment 10C - Bedroom 2	Crown Molding	Wood	Intact
Apartment 10C - Bedroom 2 Closet	All Walls	Plaster	Intact
Apartment 10C - Bathroom 2	Door Casing	Metal	Intact
Apartment 10C - Bathroom 2	Ceiling	Plaster	Intact
Apartment 10F - Living Room	Door Casing	Metal	Intact
Apartment 1A/B	All Door Casings	Metal	Intact
Apartment 1A/B - Foyer	B Wall	Plaster	Intact
Apartment 1A/B - Foyer	D Wall	Plaster	Intact
Apartment 1A/B - Foyer Closet	Door Casing	Metal	Intact
Apartment 1A/B - Foyer Closet	D Wall	Plaster	Intact
Apartment 1A/B - Bathroom	All Walls	Plaster	Intact
Apartment 1A/B - Bathroom	Ceiling	Plaster	Intact
Apartment 1A/B - Room 1	A Wall	Plaster	Intact
Apartment 1A/B - Room 1	B Wall	Plaster	Intact
Apartment 1A/B - Room 1	Door	Wood	Intact
Apartment 1A/B - Room 1	Door Casing	Metal	Intact
Apartment 1A/B - Room 2	B Wall	Plaster	Intact
Apartment 1A/B - Room 3	C Wall	Plaster	Intact
Apartment 1A/B - Room 3	Door Casing	Metal	Intact
Apartment 1A/B - Room 4	Door Casing	Metal	Intact
Apartment 1A/B - Bathroom 2	Door Casing	Metal	Intact
Apartment 1A/B - Bathroom 3	Door Casing	Metal	Intact
Apartment 1A/B - Kitchen 2	A Wall	Plaster	Intact
Apartment 1A/B - Kitchen 2	Door Casing	Metal	Intact
Apartment 1A/B - Kitchen 2	Window Apron	Wood	Intact

Based on the above findings and visual observations, the majority of apartment and common area interior surfaces coated with lead based paint are in an intact condition. These surfaces will be monitored for cracking, chipping, deterioration, peeling, holes, etc. in accordance with the survey frequency stated in **Section 4.2** of this document, until such time that that a full lead abatement of the surface has taken place.

Any renovation or painting work performed in the building locations and surfaces listed in Table 1 will be performed by a Renovator, Remodeler, Painter (RRP) certified firm.

Prior to the performance of any minor renovation in the building that involves disturbance of painted surfaces in the untested apartment units, the Property Manager will arrange for the investigation of the presence of lead-based paint and/or lead-based paint hazards. Lead-based paint surveys, either in the form of an inspection or a risk assessment, will be conducted by EPA licensed inspectors and/or risk assessors. Lead inspections and risk assessments shall be performed in accordance with the *US Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, Chapter 7 and Chapter 5, respectively.

4.2 Survey Frequency

Lead inspections/risk assessments will be conducted under the following circumstances:

- Prior to the performance of minor repair and maintenance activities;
- Prior to performing of renovations;
- When the property manager is informed that a child under the age of six (6) resides in a dwelling;
- At the end of a lease;
- Upon renewal of a lease;
- At agreement of a lease;
- Upon commencement of occupancy;

- Upon notification of a child occupant with an elevated blood lead level; or
- At least annually.

5.0 DISCLOSURES AND NOTIFICATIONS

5.1 Mandated Federal Disclosures for Sellers and Lessors

In accordance with EPA and HUD requirements, the following information shall be provided to purchasers or lessees of apartment units, prior to entering into contract:

- The EPA pamphlet entitled, *Protect Your Family from Lead In Your Home*;
- Information on the presence of any known lead-based paint and/or lead-based in the unit being sold or leased, including any records or reports pertaining to lead-based paint or lead-based paint hazards; and
- Records and reports of any known lead-based paint and/or lead-based in common areas.

Sales contracts shall have an attachment containing the following lead warning statement:

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase".

Lease/rental contracts shall have an attachment containing the following lead warning statement:

"Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention".

5.2 Acknowledgment of Receipt of Disclosures

Sales and lease rental contracts shall have a statement, signed by both parties to the sale or lease transaction, affirming that the purchaser or renter/lessee is in receipt of all of the required federal disclosure notices.

5.3 Recordkeeping

All disclosure, notification, inquiry, notice, contract, and acknowledgement documents will be retained by the Property Manager for a minimum of three (3) years.

Records that document employee exposures to lead will be kept by the property manager for the duration of the employee's employment plus thirty years in accordance with OSHA standard 29 CFR 1910.1020, Access to Employee Exposure and Medical Records. Employee exposure documents include air sampling data, material safety data sheets, and industrial hygiene reports.

Medical surveillance records for employees exposed to lead will also be kept by the property manager for the duration of the employee's employment plus thirty years in accordance with OSHA standard 29 CFR 1910.1020, Access to Employee Exposure and Medical Records.

6.0 **MINOR REPAIR AND MAINTENANCE ACTIVITIES**

6.1 **Definition**

Minor repair and maintenance activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, is work that disrupts six (6) square feet or less of painted surface per room for interior activities or twenty (20) square feet or less of painted surface for exterior activities. **Minor repair and maintenance activity does not involve window replacement, demolition of painted surface areas or abatement of lead based paint.**

6.2 **Qualified Workers**

Minor repair and maintenance activities may be carried out by maintenance, custodial, janitorial, and in-house staff. In-house staff that perform minor repair and maintenance activities do not require EPA lead-based paint training.

Workers that perform repair and maintenance work involving usage of or exposure to hazardous chemicals will receive information and training in accordance with the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

6.3 **Acceptable Minor Maintenance and Repair Activities**

The following minor repair and maintenance work activities on painted surfaces may be performed by in-house staff:

- Removal of nails, screws, picture hangers, or other fasteners, etc.
- Removal of cover plates, switch covers, etc. from a painted surface.
- Removal of hinge pins or painted door hinges.
- Removal of lock hardware, closers, or other hardware accessories from a painted door.
- Wet sanding drywall compound or spackle using a sponge.
- Separation and removal of shoe mold from a painted baseboard.
- Planing of painted wood with manual tools.

- Drilling or preparing a painted door for installation of new door hardware (lock set, closers, kick plates, etc.).
- Re-nailing or refastening of loose building trim, moldings or panels.
- Re-glazing of window glass.
- Removal of painted phone lines or electrical wires.
- Freeing an inoperable window.
- Housekeeping including emptying trash, vacuuming carpets, dusting, mopping, cleaning water fountains, buffing floors, and disinfecting bathrooms.
- Maintenance including replacing air filters, replacing toilet flush valves, replacing light bulbs, checking and repairing shower valves, unclogging shower drains using a snake, mechanical repair of an HVAC unit, and repairing shower leaks.
- Carpentry activities including removal of wooden windows to measure screen size, sweeping of a carpentry shop, planing the edge of a door and reinstallation of hinges, re-hanging doors, removal of kick plates, and removal of screws.
- Carpentry activities including wet hand scraping and wet sanding.
- Carpentry activities including removing wooden baseboards, cutting and pulling up of wall-to-wall carpeting, scraping walls near baseboard, and scraping carpet adhesive residue from floors.
- Removing old plaster, re-plastering and manually sanding new plaster.
- Maintenance activities including wet scraping of windows and doors.

This above list of minor maintenance and repair activities that can be performed by in-house staff is not all inclusive. Unlisted work tasks will be evaluated on a case by case basis. Regardless, all work tasks performed by in-house staff will meet the minor maintenance and repair criterion of **disrupting no more than six (6) square feet of a painted surface per room.**

6.4 Safe Work Practices

In order to minimize the distribution of dust generated during minor maintenance and repair activities, building staff will abide by the following safe work practices:

- Removing all objects from the work area or covering objects remaining in the work area with plastic sheeting.
- Closing and covering of all HVAC ducts in the work area with taped down plastic sheeting.
- Closing windows and doors in the work area.
- Covering the floor surfaces, including carpets, with taped down plastic sheeting extending six (6) feet beyond the perimeter of the work area.
- Collecting all paint chips and debris in a heavy-duty plastic bag.
- Misting all plastic sheeting prior to removal and placement into a heavy-duty plastic bag.
- Removal of all waste from the work area.
- After completion of the work, cleaning the work area and surfaces within the six (6) foot perimeter of the work area using a combination of wet wiping and HEPA vacuuming.

6.5 Prohibited Practices

The following work practices are prohibited:

- Open-flame burning or torching of lead-based paint.
- Using machines that remove lead-based paint by high speed operations (e.g. sanding, grinding, power planing, drilling, etc.), unless such machines are equipped with HEPA exhaust control;
- Operating a heat gun on lead-based paint at temperatures exceeding 1100°F.

7.0 RENOVATION WORK

7.1 Definition

Renovation means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces. The term *renovation* includes, but is not limited to:

- The removal, modification or repair of painted surfaces or painted components [e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)];
- The removal of building components (e.g., walls, ceilings, plumbing, windows);
- Weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planning thresholds to install weather-stripping); and
- Interim controls that disturb painted surfaces.

Renovation work does not include minor repair and maintenance activities.

Interior repairs below six (6) square feet, and exterior repairs below twenty (20) square feet, constitute a minor repair. Replacement of friction and/or impact surface components such as window frames, door frames, doors, baseboards, and moldings does not constitute a minor repair.

Renovation work does not include abatement activities. *Abatement* means any measure or set of measures designed to permanently eliminate lead-based paint hazards.

7.2 In-House Staff

Only in-house staff who are certified under the EPA's Renovator, Remodeler, Painter (RRP) program (see 7.3 below) are permitted to renovation work on lead-painted surfaces.

7.3 Renovation, Remodeler, Painter (RRP) Contractors

Outside contractor firms performing renovation work must be certified with the EPA RRP Certificate and comply with the guidelines to renovate right (see Appendix C). RRP Contractors performing renovations must also comply with EPA's pre-renovation and education requirements. A pre-renovation form (see Appendix D) should be completed by an RRP contractor before the start of each project. A recordkeeping checklist (see Appendix E) should also be completed by the contractor.

All workers performing renovation work must be EPA RRP certified renovators. Certified renovators are required to attend a sixteen (16) hour training program that covers the following topics:

- Role and responsibilities of a renovator;
- Background information on lead and its adverse health effects;
- Background information on EPA, HUD, OSHA, and other federal, state, and local regulations and guidance that pertain to lead-based paint renovation activities;
- Procedures for using acceptable test kits to determine whether paint is lead-based paint;
- Renovation methods to minimize the creation of dust and lead-based paint hazards;
- Interior and exterior containment and cleanup methods;
- Methods to ensure that the renovation has been properly completed, including cleaning verification, and clearance testing;
- Waste handling and disposal; and

- Record keeping.

7.4 Work Practices

Contractors performing renovation work are required to abide by the following standard work practices:

- a. Warning signs – Contractors must post signs that clearly define the work area and warn occupants and others not involved in renovation activities to remain outside of the work area. To the extent practicable, these signs must be in the primary language of the occupants. These signs must be posted before beginning the renovation and must remain in place and readable until renovation and post-renovation clearance verification activities have been completed.
- b. Work area containment – Before beginning the renovation, the contractor must isolate the work area so that no dust or debris leaves the work area while the renovation is occurring. In addition, the contractor must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and by taking any other actions necessary to ensure that no dust or debris leaves the work area while renovation is occurring. The contractor must ensure that containment is installed in such a manner that it does not interfere with occupant and worker egress in an emergency.

Close and cover all ventilation duct openings in the work area with taped-down plastic sheeting or other impermeable material.

Close windows and doors in the work area. Doors must be covered with plastic sheeting or other impermeable material. Doors used as an entrance to the work area must be covered with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.

- c. Protective measures in the work area – Remove all objects from the work area, including furniture, rugs, and window coverings, or cover them with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed.

Cover the floor surfaces, including installed carpets, with taped-down plastic sheeting or other impermeable material in the work area six (6) feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater.

Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris before leaving the work area.

8.0 ABATEMENT WORK

8.1 Definition

Abatement means any measures designed to permanently eliminate lead-based paint hazards. Abatement includes, but is not limited to:

- The removal of paint and dust;
- The permanent enclosure or encapsulation of lead-based paint;
- The replacement of painted surfaces or fixtures; or
- The removal or permanent covering of soil, when lead-based paint hazards are present.

Abatement includes all preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures.

Abatement does not include renovation, remodeling, landscaping or other activities that are not designed to permanently eliminate lead-based paint hazards, but, instead, are designed to repair, restore, or remodel a given structure or dwelling, even though these activities may incidentally result in a reduction or elimination of lead-based paint hazards.

Furthermore, abatement does not include interim controls, operations and maintenance activities, or other measures and activities designed to *temporarily*, but not permanently, reduce lead-based paint hazards.

8.2 In-House Staff and Lead Renovators

Abatement of lead based paint and/or lead based paint hazards will not be performed by in-house maintenance staff. Lead abatement work will not be performed by EPA certified renovators. Abatement work will only be performed by

EPA certified lead abatement firms that utilize EPA certified lead trained workers (see 8.3 below).

8.3 Lead Abatement Contractors

A. EPA Certified Lead Abatement Contractors

EPA certified contractors must use EPA certified staff. All workers performing lead abatement work must be EPA certified abatement workers. Certified abatement workers are required to attend a sixteen (16) hour training program that covers the following topics:

- Role and responsibility of an abatement worker;
- Background information on lead and its adverse health effects;
- Background information on EPA, HUD, OSHA, and other federal, state, and local regulations and guidance that pertains to lead-based paint and remediation activities;
- Lead-based paint hazard recognition and control;
- Lead-based paint abatement and lead-based paint hazard reduction methods, including prohibited practices;
- Interior dust abatement methods/cleanup or lead-based paint hazard reduction methods;
- Soil and exterior dust abatement methods or lead-based paint hazard reduction methods;
- Methods to ensure that the abatement has been properly completed, including cleaning verification, and clearance testing;
- Waste handling and disposal; and
- Record preparation.

B. EPA Lead Abatement Supervisors

EPA certified lead abatement contractors must employ a lead abatement supervisor for each abatement project. A supervisor must be onsite during all work site preparation and during the post-abatement cleanup of work areas. When abatement activities are being conducted, the certified supervisor should be onsite or available by telephone or any answering service and able to be present at the work site in no more than two (2) hours. Certified abatement supervisors are required to attend a thirty two (32) hour training program that covers the following topics:

- Role and responsibilities of a supervisor;
- Background information on lead and its adverse health effects;
- Background information on EPA, HUD, OSHA, and other federal, state, and local regulations and guidance that pertains to lead-based paint and remediation activities;
- Liability and insurance issues related to lead-based paint abatement;
- Risk assessment and inspection report interpretation;
- Development and implementation of an occupant protection plan and abatement report;
- Lead-based paint hazard recognition and control;
- Lead-based paint abatement and lead-based paint hazard reduction methods, including prohibited practices;
- Interior dust abatement methods/cleanup or lead-based paint hazard reduction;
- Soil and exterior dust abatement methods or lead-based paint hazard reduction;
- Methods to ensure that the abatement has been properly completed, including cleaning verification, and clearance testing;
- Waste handling and disposal; and
- Record preparation.

C. Lead Abatement Project Notification

i. EPA Notification

Prior to the start of any lead-based paint abatement activities, the EPA will be notified by the abatement contractor using a *Notification of lead-based abatement activities form* (see Appendix F). The original notification must be received by the EPA at least five (5) business days before the start date of any lead-based paint abatement project.

For abatement work that will be performed in response to a child with an elevated blood lead level (EBL) or for an emergency abatement mandated by a federal, state, or local agency, notice should be sent to the EPA as soon as possible, and must be received by the EPA no later than the start date of the lead-based paint abatement activities. A copy of the documents regarding the EBL violation, federal, state, or local emergency abatement order must be included in the notification package. If the total quantified amount of surfaces to be abated changes by more than 20%, an updated notification must be sent to the EPA.

Notifications should be completed by the abatement contractor either by a written method or electronically using the Agency's Central Data Exchange (CDX). All written notifications must be delivered by U.S. Postal Service, fax, commercial delivery service, or hand delivery.

Prior to performing lead abatement work, the contractor must develop a protection plan that should be unique to the specific dwelling. The protection plan must describe the measures and management procedures that will be taken during the abatement to protect the occupants from exposure to lead-based paint hazards.

ii. New York City Department of Health and Mental Hygiene Notification

At least 10 days before starting work that disturbs more than 100 square feet of lead-painted surface area in a room **or** removing 2 or more lead-painted windows in an apartment, the Property Manager will complete and provide to the New York City Department of Health and Mental Hygiene the *Notice of Commencement Form for Work Disturbing 100 Square Feet of Lead Paint or Removing Windows* (see Appendix G).

iii. Post Abatement Clearance

The property manager will have all clearance work pertaining to lead abatement performed by EPA licensed firms that utilize EPA certified risk assessors. Prior to the risk assessor performing clearance work, the property manager and the abatement contractor will conduct a preliminary visual assessment of the clearance area to determine if there is any deteriorated paint, visible settled dust, paint chips, or paint-related debris in the interior or around the exterior of the building.

The risk assessor's clearance activity will commence only after at least 1 hour after the hazard control, renovation, or maintenance work is finished, the cleanup is done, and the floors are sealed (if necessary) to allow any leaded-dust particles to settle. The risk assessor will conduct a visual assessment of the clearance area to determine if there is any deteriorated paint, visible settled dust, paint chips, or paint related debris in the interior or around the exterior of the building(s). Following a successful visual assessment, the risk assessor will perform clearance dust wipe sampling of floors, interior window sills, and window troughs using the protocols specified in Chapter 15 of the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

After clearance has been achieved, any related construction work that does not disturb a surface with lead-based paint will be completed. The risk assessor will

provide the property manager with a written clearance report. The property manager will disclose the scope and results of lead hazard control work, including clearance examination results, to lessees and purchasers of the property before they become obligated under a lease or sales contract.

Appendix A

Glossary

GLOSSARY

Abatement means any measure or set of measures designed to permanently eliminate lead-based paint hazards.

Accredited training program means a training program that has been accredited by EPA pursuant to § 745.225 to provide training for individuals engaged in lead-based paint activities.

Adequate quality control means a plan or design which ensures the authenticity, integrity, and accuracy of samples, including dust, soil, and paintchip or paint film samples. Adequate quality control also includes provisions for representative sampling.

Certified firm means a company, partnership, corporation, sole proprietorship, association, or other business entity that performs lead-based paint activities to which EPA has issued a certificate of approval pursuant to § 745.226(f).

Certified inspector means an individual who has been trained by an accredited training program, as defined by this section, and certified by EPA pursuant to § 745.226 to conduct inspections. A certified inspector also samples for the presence of lead in dust and soil for the purposes of abatement clearance testing.

Certified abatement worker means an individual who has been trained by an accredited training program, as defined by this section, and certified by EPA pursuant to § 745.226 to perform abatements.

Certified project designer means an individual who has been trained by an accredited training program, as defined by this section, and certified by EPA pursuant to § 745.226 to prepare abatement project designs, occupant protection plans, and abatement reports.

Certified risk assessor means an individual who has been trained by an accredited training program, as defined by this section, and certified by EPA pursuant to § 745.226 to conduct risk assessments. A risk assessor also samples for the presence of lead in dust and soil for the purposes of abatement clearance testing.

Clearance levels are values that indicate the maximum amount of lead permitted in dust on a surface following completion of an abatement activity.

Common area means a portion of a building that is generally accessible to all occupants. Such an area may include, but is not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, garages, and boundary fences.

Component or building component means specific design or structural elements or fixtures of a building, residential dwelling, or child-occupied facility that are distinguished from each other by form, function, and location.

Containment means a process to protect workers and the environment by controlling exposures to the lead contaminated dust and debris created during an abatement.

Deteriorated paint means paint that is cracking, flaking, chipping, peeling, or otherwise separating from the substrate of a building component.

Elevated blood lead level (EBL) means an excessive absorption of lead that is a confirmed concentration of lead in whole blood of 5 ug/dl (micrograms of lead per deciliter of whole blood).

Encapsulant means a substance that forms a barrier between lead-based paint and the environment using a liquid applied coating (with or without reinforcement materials) or an adhesively bonded covering material.

Enclosure means the use of rigid, durable construction materials that are mechanically fastened to the substrate in order to act as a barrier between lead-based paint and the environment.

HUD United States Department of Housing and Urban Development

Inspection means a surface-by-surface investigation to determine the presence of lead-based paint and the provision of a report explaining the results of the investigation.

Interim controls means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

Lead-based paint means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams per square centimeter or more than 0.5 percent by weight.

Lead-based paint hazard means any condition that causes exposure to lead from lead-contaminated dust, lead contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

Lead-contaminated dust shall mean dust containing lead at a mass per area concentration of 40 or more micrograms per square foot on a floor, 250 or more

micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells.

Lessee means any entity that enters into an agreement to lease, rent, or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

Lessor means any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

Minor repair and maintenance activities are activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas.

NYCDEP New York City Department of Environmental Protection

NYCDOHMH New York City Department of Health and Mental Hygiene

NYSDOL New York State Department of Labor

OSHA Occupational Safety and Health Administration

Owner means any entity that has legal title to target housing.

Paint in poor condition means more than 10 square feet of deteriorated paint on exterior components with large surface areas; or more than 2 square feet of deteriorated paint on interior components with large surface areas (e.g., walls, ceilings, floors, doors); or more than 10 percent of the total surface area of the component is deteriorated on interior or exterior components with small surface areas (window sills, baseboards, soffits, trim).

Purchaser means an entity that enters into an agreement to purchase an interest in target housing.

Reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls and abatement.

Remediation or Remediate shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead-based paint.

Renovation means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement.

Renovator means an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA.

Risk assessment means (1) an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards, and (2) the provision of a report by the individual or the firm conducting the risk assessment, explaining the results of the investigation and options for reducing lead-based paint hazards.

Seller means any entity that transfers legal title to target housing.

Target housing means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any one or more children age 6 years or under resides or is expected to reside in such housing for the elderly or persons with disabilities) or any 0-bedroom dwelling.

Visual inspection for clearance testing means the visual examination of a residential dwelling or a child-occupied facility following an abatement to determine whether or not the abatement has been successfully completed.

Appendix B

Disclosure of Information on Lead-Based Paint Hazards

(Sample Disclosure Format for Target Housing Sales)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) — Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) — Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) — Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) — Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) — Purchaser has received copies of all information listed above.

(d) — Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) — Purchaser has (check (i) or (ii) below):

(i) — received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) — waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) — Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

(Sample Disclosure Format for Target Housing Rentals and Leases)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):

(i) — Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) — Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (Check (i) or (ii) below):

(i) — Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) — Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) — Lessee has received copies of all information listed above.

(d) — Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) — Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

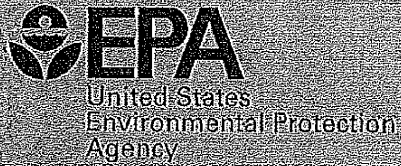
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

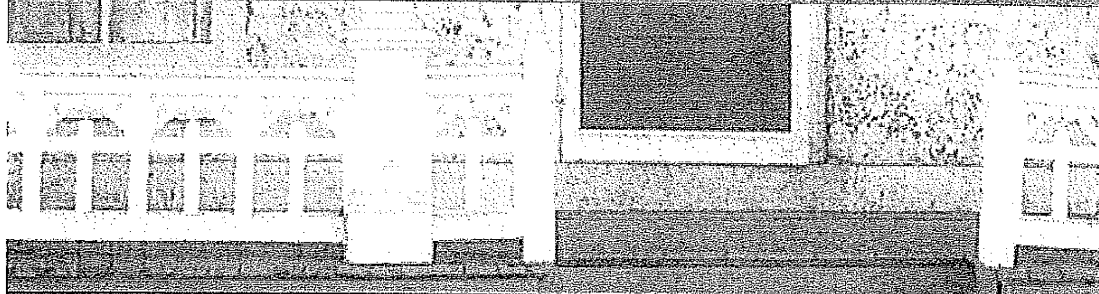
_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

Appendix C

EPA's Guide to Renovate Right

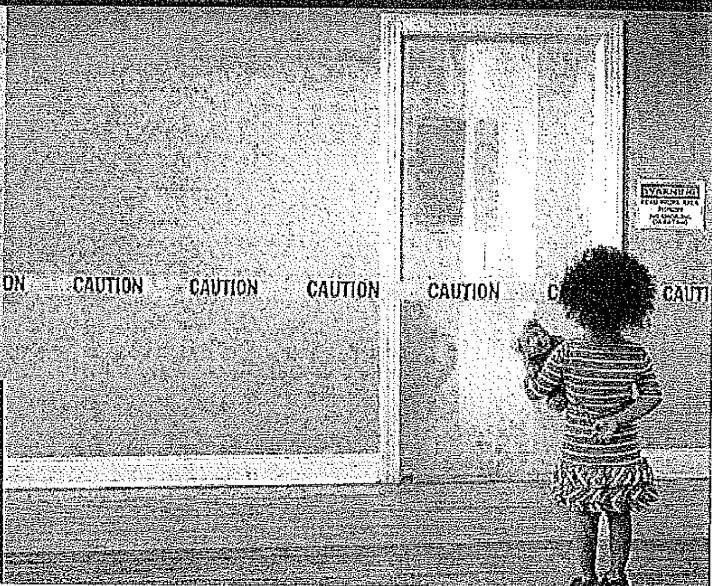


Office of Chemical Safety and
Pollution Prevention
EPA-740-K-10-003
September 2011



Small Entity Compliance Guide to Renovate Right EPA's Lead-Based Paint Renovation, Repair, and Painting Program

A handbook for contractors,
property managers and
maintenance personnel
working in homes and
child-occupied facilities
built before 1978.



Who Should Read this Handbook?

- Anyone who owns or manages housing or child-occupied facilities built before 1978.
- Contractors who perform activities that disturb painted surfaces in homes and child-occupied facilities built before 1978 (including certain repairs and maintenance, and painting preparation activities).

About this Handbook

This handbook summarizes requirements of EPA's 2008 Lead-Based Paint Renovation, Repair and Painting Program Rule (as amended in 2010 and 2011), aimed at protecting against lead-based paint hazards associated with renovation, repair and painting activities. The rule requires workers to be trained to use lead-safe work practices and requires renovation firms to be EPA-certified; these requirements became fully effective April 22, 2010.

To ensure compliance, you should also read the complete rule on which the program is based. While EPA has summarized the provisions of the rule in this guide, the legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule. A copy of the rule is available on EPA's website at www.epa.gov/lead/pubs/renovation.htm.

A companion pamphlet, entitled *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools* (EPA-740-K-10-001), has been prepared in conjunction with the rule for distribution to persons affected by work that disturbs lead-based paint. (See page 17 for information on how to get copies of the rule, the *Renovate Right* pamphlet, and other related materials.)

Other state or local requirements that are different from or more stringent than the federal requirements may apply in your state. For example, federal law allows EPA to authorize states to administer their own program in lieu of the federal lead program. Even in states without an authorized lead program, a state may promulgate its own rules that may be different or go beyond the federal requirements. For more information on the rules that apply in your state, please contact the National Lead Information Center at 1-800-424-LEAD (5323).

Your feedback is important. Please review this guide and contact the National Lead Information Center at 1-800-424-LEAD (5323) with any comments regarding its usefulness and readability, and improvements you think are needed.

This document is published by the Environmental Protection Agency (EPA) as the official compliance guide for small entities, as required by the Small Business Regulatory Enforcement Fairness Act of 1996 (SBREFA). Before you begin using the guide, you should know that the information in this guide was originally published in June 2008, and was revised in July 2010 and September 2011 to address regulatory revisions. EPA is continually improving and upgrading its rules, policies, compliance programs, and outreach efforts. To find out if EPA has revised or supplemented the information in this guide call the National Lead Information Center at 1-800-424-LEAD (5323).

What Is the Lead-Based Paint Renovation, Repair and Painting Program (RRP)?

- The Lead-Based Paint Renovation, Repair and Painting Program is a federal regulatory program affecting contractors, property managers, and others who disturb painted surfaces.
- It applies to residential houses, apartments, and child-occupied facilities such as schools and day-care centers built before 1978.
- It includes pre-renovation education requirements as well as training, certification, and work practice requirements.
 - Pre-renovation education requirements:
 - Contractors, property managers, and others who perform renovations for compensation in residential houses, apartments, and child-occupied facilities built before 1978 are required to distribute a lead pamphlet before starting renovation work.
 - Training, certification, and work practice requirements:
 - Firms are required to be certified, their employees must be trained (either as a certified renovator or on-the-job by a certified renovator) in use of lead-safe work practices, and lead-safe work practices that minimize occupants' exposure to lead hazards must be followed.
 - Renovation is broadly defined as any activity that disturbs painted surfaces and includes most repair, remodeling, and maintenance activities, including window replacement.
 - The program includes requirements implementing both Section 402(c) and 406(b) of the Toxic Substances Control Act (TSCA). (www.epa.gov/lead/pubs/titlesen.html)
 - EPA's lead renovation regulations can be found at 40 CFR Part 745, Subpart E.

How Can this Handbook Help Me?

- Understanding the lead program's requirements can help you protect your customers from the hazards of lead and can, therefore, mean more business for you.
- This handbook presents simple steps to follow to comply with the EPA's lead program. It also lists ways these steps can be easily incorporated into your work.
- Distributing the lead pamphlet and incorporating required work practices into your job site will help protect your customers and occupants from the hazards of lead-based paint.

Who Must Follow the Renovation, Repair and Painting Rule's Requirements?

In general, anyone who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978, this may include, but is not limited to:

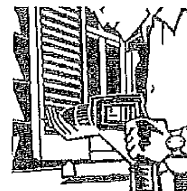
- Residential rental property owners/managers
- General contractors
- Special trade contractors, including
 - Painters
 - Plumbers
 - Carpenters
 - Electricians



What Activities Are Subject to the Lead Renovation, Repair and Painting Program?

In general, any activity that disturbs paint in pre-1978 housing and child-occupied facilities, including:

- Remodeling and repair/maintenance
- Electrical work
- Plumbing
- Painting preparation
- Carpentry
- Window replacement



What Housing or Activities Are Excluded and Not Subject to the Rule?

- Housing built in 1978 or later.
- Housing for elderly or disabled persons, unless children under 6 reside or are expected to reside there.
- Zero-bedroom dwellings (studio apartments, dormitories, etc.).
- Housing or components that have been declared lead-free. Such a declaration can be made by a certified inspector or risk assessor. Also, a certified renovator may declare specific components lead-free using an EPA recognized test kit or by collecting paint chip samples and obtaining test results from an EPA recognized laboratory showing the components do not contain lead-based paint.
- Minor repair and maintenance activities that disturb 6 square feet or less of paint per room inside, or 20 square feet or less on the exterior of a home or building.
 - Note: minor repair and maintenance activities do not include window replacement and projects involving demolition or prohibited practices.

What Does the Program Require Me To Do?

Pre-renovation education requirements.

- In housing built before 1978, you must:
 - Distribute EPA's lead pamphlet (www.epa.gov/lead/pubs/brochure.htm) to the owner and occupants before renovation starts.
- In a child-occupied facility, you must:
 - Distribute the lead pamphlet to the owner of the building or an adult representative of the child-occupied facility before the renovation starts.
 - Either distribute renovation notices to parents/guardians of the children attending the child-occupied facility, or post informational signs about the renovation or repair job.
- For work in common areas of multi-family housing, you must:
 - Either distribute renovation notices to tenants or post informational signs about the renovation or repair job.
- Informational signs must:
 - Be posted where they will be seen;
 - Describe the nature, locations, and dates of the renovation; and
 - Be accompanied by the lead pamphlet or by information on how parents and guardians can get a free copy (see page 29 for information on obtaining copies).
- Obtain confirmation of receipt of the lead pamphlet (see page 23) from the owner, adult representative, or occupants (as applicable), or a certificate of mailing from the post office.
- Retain records for three years.
- *Note:* Pre-renovation education requirements do not apply to emergency renovations. Emergency renovations include interim controls performed in response to a resident child with an elevated blood-lead level.

Training, Certification, and Work Practice Requirements.

- All firms must be certified (even sole-proprietors).
- All renovators must be trained.
- Lead-safe work practices must be followed. Examples of these practices include:
 - Work-area containment to prevent dust and debris from leaving the work area.
 - Prohibition of certain work practices like open-flame burning and the use of power tools without HEPA exhaust control.
 - Thorough clean up followed by a verification procedure to minimize exposure to lead-based paint hazards.

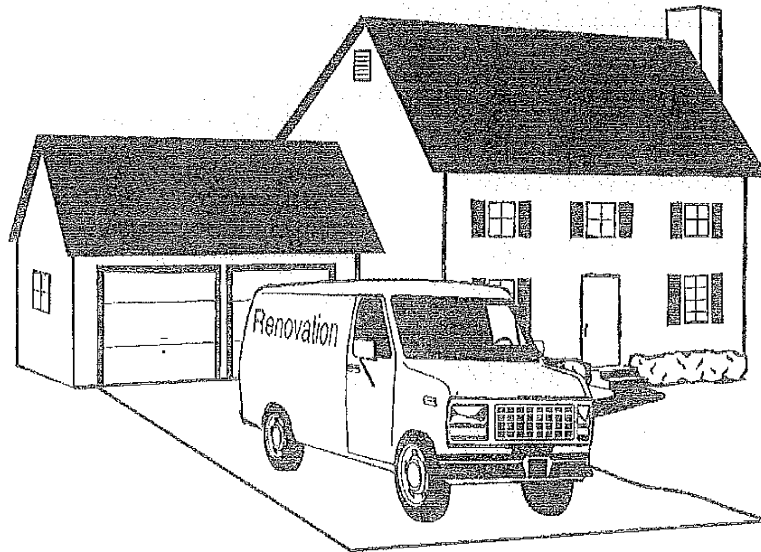
How Does a Firm Become Certified?

Firms must apply to EPA for certification to perform renovations or dust sampling. To apply, a firm must submit to EPA a completed "Application for Firms," signed by an authorized agent of the firm, and pay the correct amount of fees. To obtain a copy of the "Application for Firms" contact the NLIC at 1-800-424-LEAD (5323) or visit www.epa.gov/geflendsafe.

What Are the Responsibilities of a Certified Firm?

Firms performing renovations must ensure that:

1. All individuals performing activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all of the certified renovator responsibilities.
3. All renovations performed by the firm are performed in accordance with the work practice standards of the Lead-Based Paint Renovation, Repair, and Painting Program (see the flowchart on page 9 for details about the work practice standards).
4. Pre-renovation education and lead pamphlet distribution requirements of the Lead-Based Paint Renovation, Repair, and Painting Program are performed.
5. The program's recordkeeping requirements are met.



How Does a Renovator Become Certified?

To become a certified renovator an individual must successfully complete an eight-hour initial renovator training course offered by an accredited training provider (training providers are accredited by EPA, or by an authorized state or tribal program). The course completion certificate serves as proof of certification. To find a trainer in your area contact the NLIC at 1-800-424-LEAD (5323) or visit www.epa.gov/getleadsnfe.

Are There Streamlined Requirements for Contractors with Previous Lead Training?

Yes. Individuals who have successfully completed an accredited lead abatement worker or supervisor course, or individuals who have successfully completed certain EPA, Department of Housing and Urban Development (HUD), or EPA/HUD model renovation training courses before October 4, 2011, need only take a four-hour refresher renovator training course instead of the eight-hour initial renovator training course to become certified. For a list of qualified previous training courses contact the NLIC at 1-800-424-LEAD (5323) or visit www.epa.gov/lead/pubs/trainerinstructions.htm#refresher.

What Are the Responsibilities of a Certified Renovator?

Certified renovators are responsible for ensuring overall compliance with the Lead-Based Paint Renovation, Repair, and Painting Program's requirements for lead-safe work practices at renovations they are assigned (see the flowchart on page 9 for details about the work practice standards). A certified renovator:

1. Must provide on-the-job training to other workers (who have not taken the certified renovator training course) on the lead safe work practices to be used in performing their assigned tasks.
2. Must be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
3. Must regularly direct work being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.
4. When requested by the party contracting for renovation services, must use an EPA recognized test kit or must collect paint chip samples, submit them to an EPA-recognized laboratory, and obtain test results from the laboratory to determine whether components affected by the renovation contain lead-based paint. (For more information regarding test kits call the National Lead Information Center at 1-800-424-LEAD (5323), or check our web site at www.epa.gov/lead/pubs/renovation.htm). Note: you must assume lead-based paint is present for housing and buildings covered by this rule, unless testing is done that determines the components affected are lead-free.
5. Must be available, either on-site or by telephone, at all times renovations are being conducted.
6. Must perform project cleaning verification.
7. Must have with them at the work site copies of their initial course completion certificate and their most recent refresher course completion certificate.
8. Must prepare required records.

How Long Do Firm and Renovator Certifications Last?

To maintain their certification, individual renovators and firms must be re-certified by EPA every five years. A firm must submit to EPA a completed "Application for Firms," signed by an authorized agent of the firm, and pay the correct amount of fees. Individual renovators must successfully complete a refresher training course provided by an accredited training provider.

What Are the Recordkeeping Requirements?

- All documents must be retained for three years following the completion of a renovation.
- Records that must be retained include:
 - Reports certifying that lead-based paint is not present.
 - Records relating to the distribution of the lead pamphlet.
 - Documentation of compliance with the requirements of the Lead-Based Paint Renovation, Repair, and Painting Program. This information must also be given to the owner and, if different, the occupant of the housing or unit that was renovated (EPA has prepared a sample form that is available at www.epa.gov/lead/pubs/samplechecklist.pdf).

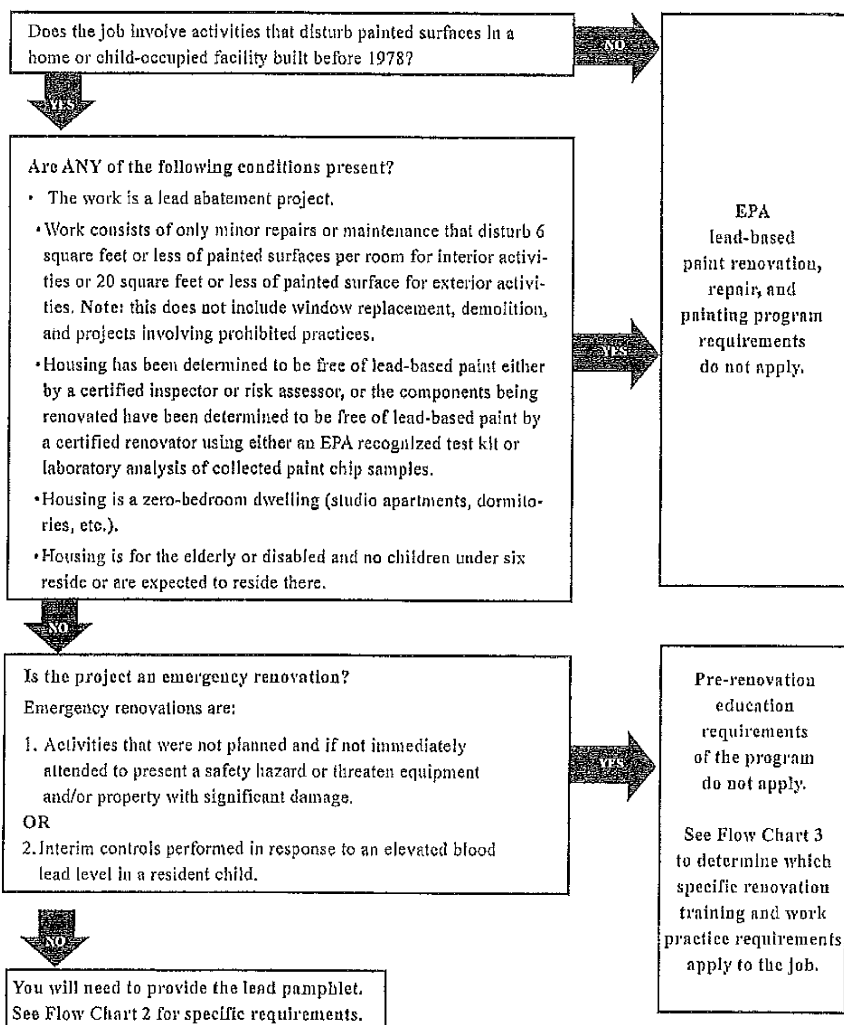
What Are the Required Work Practices?

The flow charts on the following pages will help determine if your project is subject to the Lead-Based Paint Renovation, Repair and Painting Program's requirements and, if so, the specific requirements for your particular project. The flowcharts, and other information included in this guide, are not intended to be a replacement for official training.

EPA's Lead Program Rule At-A-Glance

Do the Requirements Apply to the Renovation?

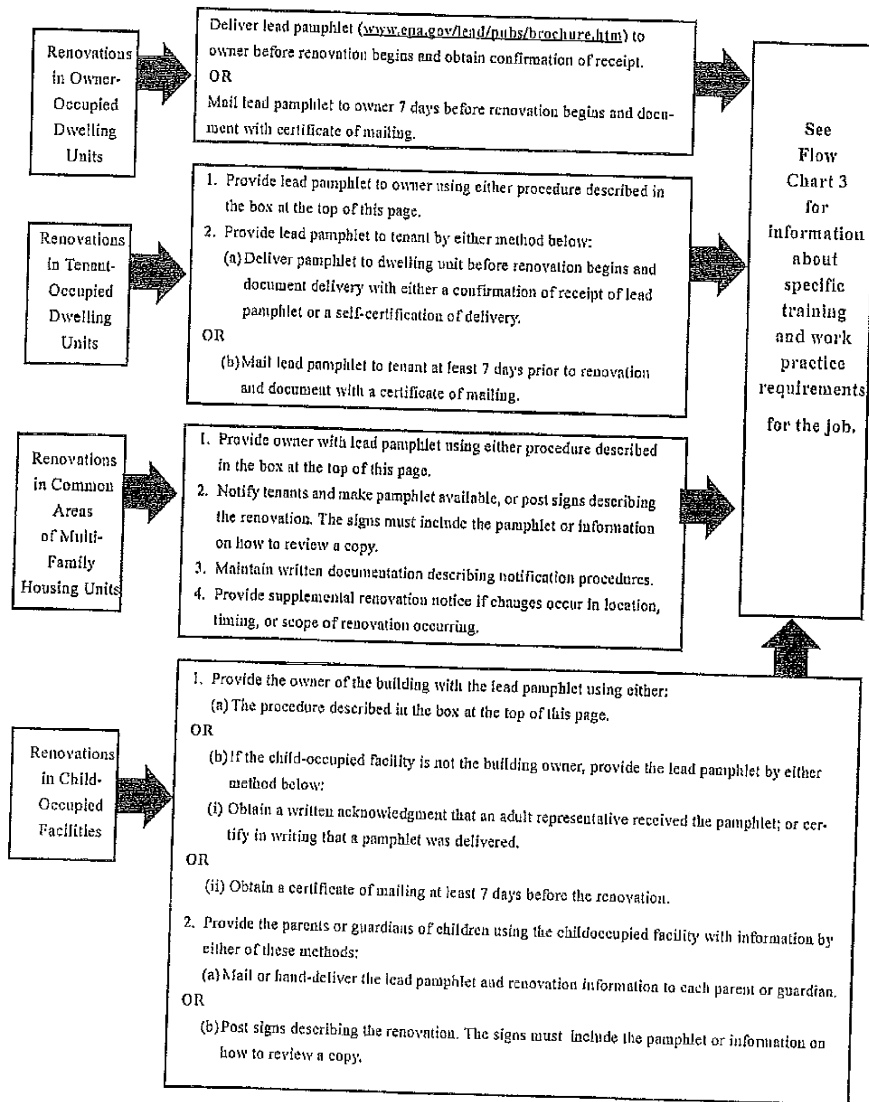
If you will be getting paid to do work that disturbs painted surfaces in a pre-1978 home, apartment building, or child-occupied facility, answer the questions below to determine if the EPA lead program requires you to distribute the lead pamphlet and/or if you will need to comply with training, certification, and work practice requirements when conducting the work.



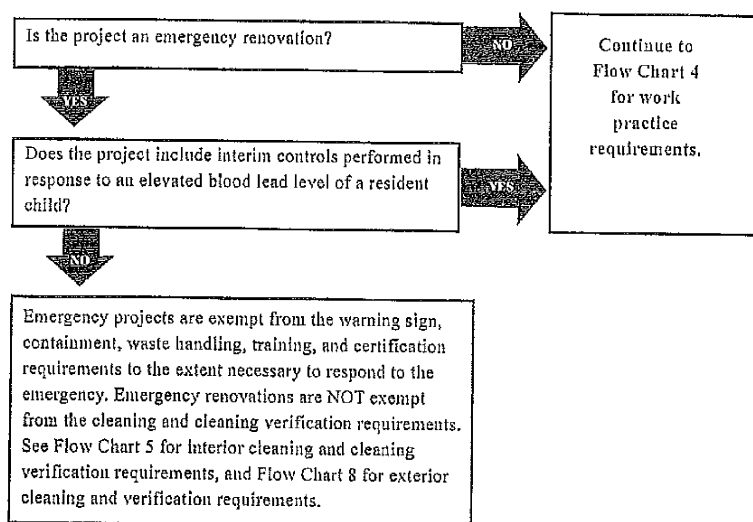
Flow Chart 1

How Do I Comply with the Pre-Renovation Education Requirements?

Requirements to distribute pre-renovation educational materials vary based on the location of the renovation. Select the location below that best describes the location of your project, and follow the applicable procedure on the right.

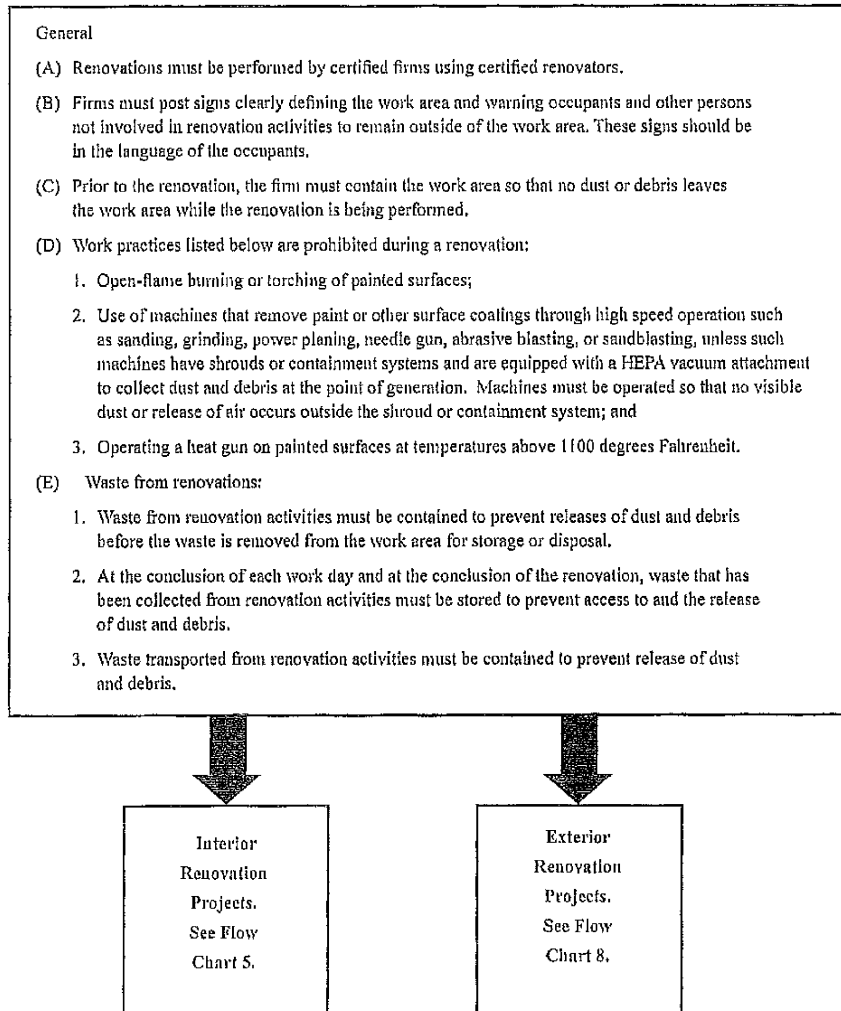


Do the Renovation Training and Work Practices Apply?



Flow Chart 3

Work Practice Requirements



Work Practice Requirements Specific to Interior Renovations

The firm must:

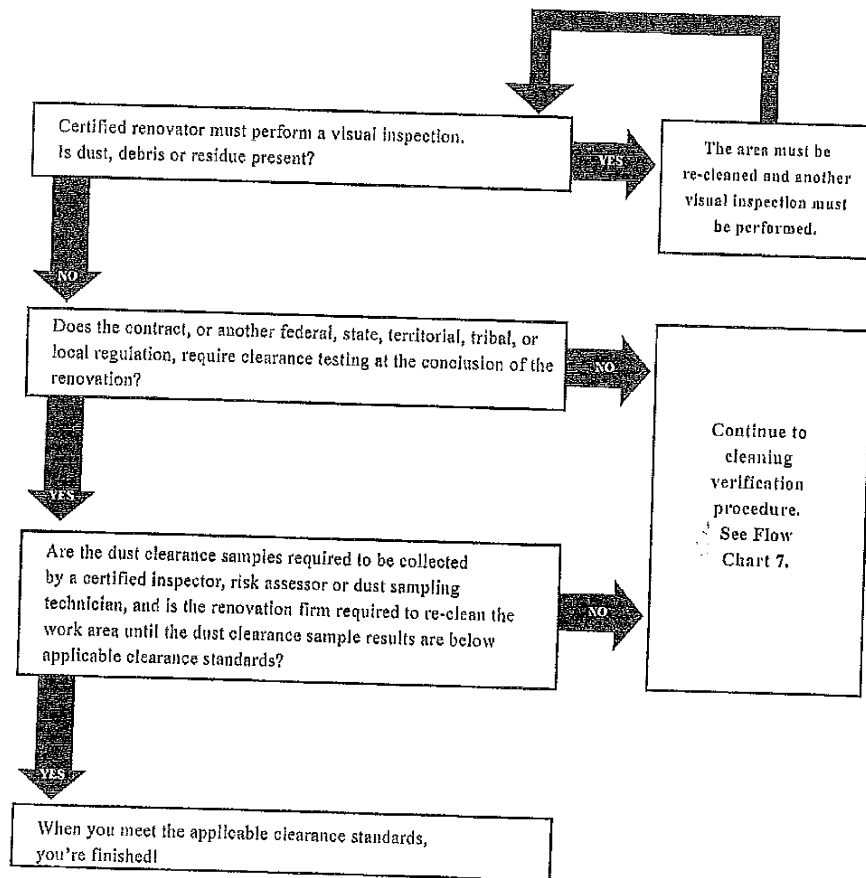
- (A) Remove all objects from the work area or cover them with plastic sheeting with all seams and edges sealed.
- (B) Close and cover all ducts opening in the work area with taped-down plastic sheeting.
- (C) Close windows and doors in the work area. Doors must be covered with plastic sheeting.
- (D) Cover the floor surface with taped-down plastic sheeting in the work area a minimum of six feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. If a vertical containment system is employed, floor covering may stop at the vertical barrier, providing it is impermeable, extends from floor to ceiling, and is tightly sealed at floors, ceilings, and walls.
- (E) Use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris when leaving the work area.
- (F) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
 - 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
 - 2. Remove and dispose of protective sheeting as waste.
 - 3. Clean all objects and surfaces in the work area and within two feet of the work area in the following manner:
 - a. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
 - b. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum.
 - c. Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly using a mopping method that keeps the wash water separate from the rinse water, or using a wet mopping system.



Cleaning verification is required to ensure the work area is adequately cleaned and ready for re-occupancy. See Flow Chart 6 for instructions on performing cleaning verification for interior projects.

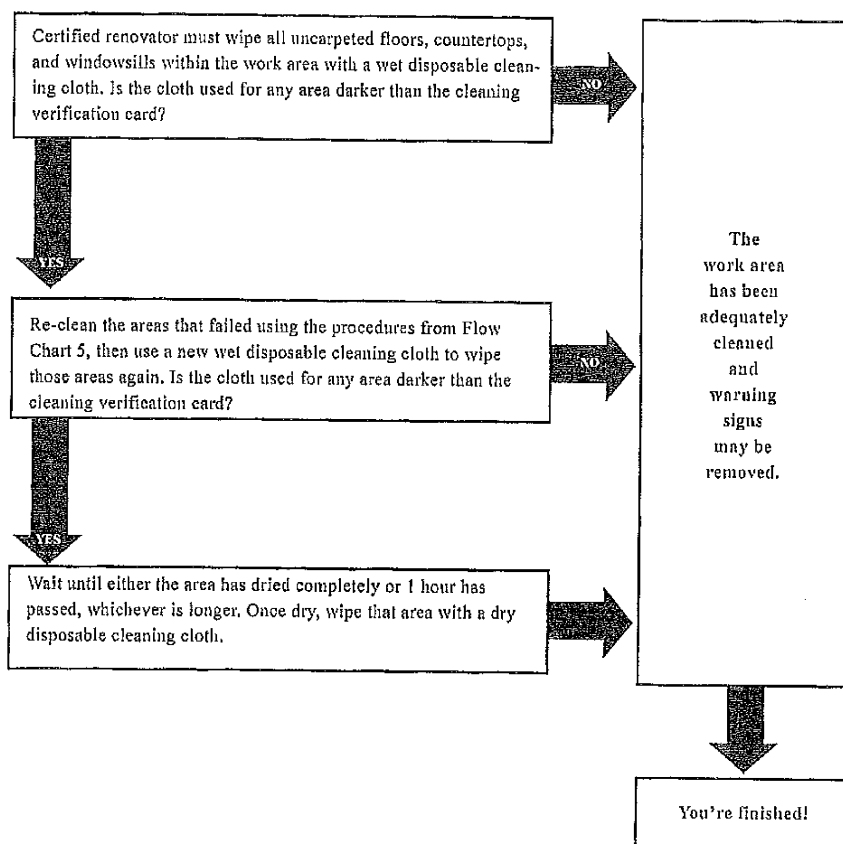
Flow Chart 5

Interior Cleaning Verification: Visual Inspection and Optional
Clearance Testing



Interior Cleaning Verification: Floors, Countertops, and Window Sills

Note: For areas greater than 40 square feet, separate the area into sections and use a new disposable cleaning cloth for each section.

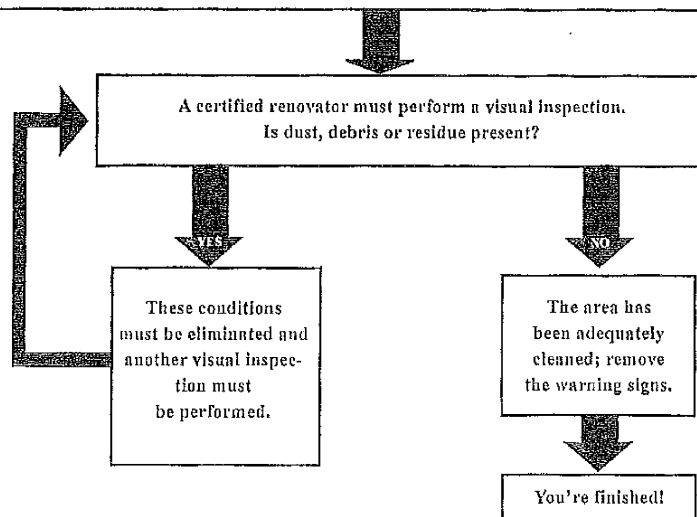


Flow Chart 7

Work Practice Requirements Specific to Exterior Renovations

The firm must:

- (A) Close all doors and windows within 20 feet of the renovation.
- (B) Ensure that doors within the work area that will be used while the job is being performed are covered with plastic sheeting in a manner that allows workers to pass through while confining dust and debris.
- (C) Cover the ground with plastic sheeting or other disposable impermeable material extending a minimum of 10 feet beyond the perimeter or a sufficient distance to collect falling paint debris, whichever is greater. If a property line prevents 10 feet of such ground covering, then erect vertical containment or equivalent extra precautions to prevent contamination of adjacent buildings and property.
- (D) In situations such as where work areas are in close proximity to other buildings, windy conditions, etc., the renovation firm must take extra precautions in containing the work area, like vertical containment.
- (E) After the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains. The firm must:
 - 1. Collect all paint chips and debris, and seal it in a heavy-duty bag.
 - 2. Remove and dispose of protective sheeting as waste.
 - 3. Waste transported from renovation activities must be contained to prevent release of dust and debris.



How Is My Compliance Determined, and What Happens if the Agency Discovers a Violation?

To maximize compliance, EPA implements a balanced program of compliance assistance, compliance incentives, and traditional law enforcement. EPA knows that small businesses that must comply with complicated new statutes or rules often want to do the right thing, but may lack the requisite knowledge, resources, or skills. Compliance assistance information and technical advice helps small businesses to understand and meet their environmental obligations. Compliance incentives, such as EPA's Small Business Policy, apply to businesses with 100 or fewer employees and encourage persons to voluntarily discover, disclose, and correct violations before they are identified by the government (more information about EPA's Small Business Policy is available at www.epa.gov/compliance/incentives/smallbusiness/index.html). EPA's enforcement program is aimed at protecting the public by targeting persons or entities who neither comply nor cooperate to address their legal obligations.

EPA uses a variety of methods to determine whether businesses are complying, including inspecting work sites, reviewing records and reports, and responding to citizen tips and complaints. Under TSCA, EPA (or a state, if this program has been delegated to it) may file an enforcement action against violators seeking penalties of up to \$37,500 per violation, per day. The proposed penalty in a given case will depend on many factors, including the number, length, and severity of the violations, the economic benefit obtained by the violator, and its ability to pay. EPA has policies in place to ensure penalties are calculated fairly. These policies are available to the public. In addition, any company charged with a violation has the right to contest EPA's allegations and proposed penalty before an impartial judge or jury.

EPA encourages small businesses to work with the Agency to discover, disclose, and correct violations. The Agency has developed self-disclosure, small business, and small community policies to modify penalties for small and large entities that cooperate with EPA to address compliance problems. In addition, EPA has established compliance assistance centers to serve over one million small businesses (see Construction Industry Compliance Assistance Center for information regarding this rule at www.cicacenter.org). For more information on compliance assistance and other EPA programs for small businesses, please contact EPA's Small Business Ombudsman at 202-566-2075.

Frequent Questions

What is the legal status of this guide?

This guide was prepared pursuant to section 212 of SBREFA. EPA has tried to help explain in this guide what you must do to comply with the Toxic Substances Control Act (TSCA) and EPA's lead regulations. However, this guide has no legal effect and does not create any legal rights. Compliance with the procedures described in this guide does not establish compliance with the rule or establish a presumption or inference of compliance. The legal requirements that apply to renovation work are governed by EPA's 2008 Lead Rule, which controls if there is any inconsistency between the rule and the information in this guide.

Is painting considered renovation if no surface preparation activity occurs?

No. If the surface to be painted is not disturbed by sanding, scraping, or other activities that may cause dust, the work is not considered renovation and EPA's lead program requirements do not apply. However, painting projects that involve surface preparation that disturbs paint, such as sanding and scraping, would be covered.

What if I renovate my own home?

EPA's lead program rules apply only to renovations performed for compensation; therefore, if you work on your own home, the rules do not apply. EPA encourages homeowners to use lead-safe work practices, nonetheless, in order to protect themselves, their families, and the value of their homes.

Is a renovation performed by a landlord or employees of a property management firm considered a compensated renovation under EPA's lead program rules?

Yes. The receipt of rent payments or salaries derived from rent payments is considered compensation under EPA's lead program. Therefore, renovation activities performed by landlords or employees of landlords are covered.

Do I have to give out the lead pamphlet seven days prior to beginning renovation activities?

The 7-day advance delivery requirement applies only when you deliver the lead pamphlet by mail; otherwise, you may deliver the pamphlet anytime before the renovation begins so long as the renovation begins within 60 days of the date that the pamphlet is delivered. For example, if your renovation is to begin May 30, you may deliver the pamphlet in person anytime between April 1 and start of the project on May 30, or you may deliver the pamphlet by mail anytime between April 1 and May 23.

Tips for Easy Compliance

1. For your convenience the sample form on page 23 of this handbook is included in the *Renovate Right* lead pamphlet (see page 29 for information on how to get copies). Attach the form to the back of your customer renovation or repair contracts. The completed form can be filed along with your regular paperwork.
2. Plan ahead to obtain enough copies of the lead pamphlet (see page 29 for information on how to get copies of the pamphlet).

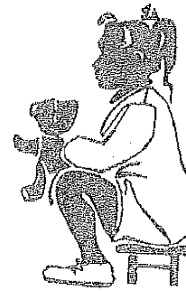
Where Can I Get More Information?

Further information is available from the National Lead Information Center (800-424-LEAD) and on the Internet at www.epa.gov/lead. Available resources include:

- Full text version of the Lead-Based Paint Renovation, Repair, and Painting Program regulation.
- Frequent Questions which provide more detailed information on the rule's requirements.
- A downloadable version of the lead pamphlet.

Why Is Lead Paint Dangerous?

Lead gets into the body when it is swallowed or inhaled. People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities. People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



Lead is especially dangerous to children under 6 years of age.

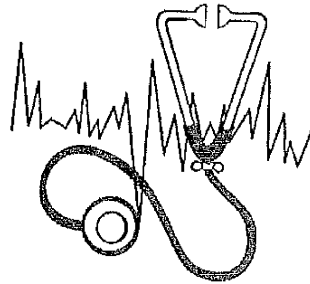
Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavioral problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

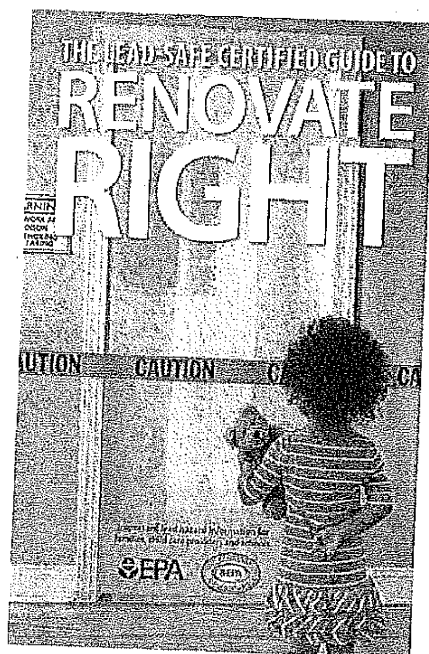
- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.



Other Resources

For additional information on how to protect yourself and your customers from lead paint hazards, visit www.epa.gov/lead or call the National Lead Information Center at 1-800-424-LEAD (5323). Available documents include:

- *The Lead-Safe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*
- *Joint EPA-HUD Curriculum: Lead Safety for Remodeling, Repair, and Painting*
- *Steps to Lead Safe Renovation, Repair and Painting*
- *Fight Lead Poisoning with a Healthy Diet*
- *Protect Your Family From Lead in Your Home*
- *Lead in Your Home: A Parent's Reference Guide*



Key Terms

Certificate of Mailing — A written verification from the Postal Service that you mailed the lead pamphlet to an owner or a tenant. This is less expensive than certified mail, which is also acceptable for meeting the Lead-Based Paint Renovation, Repair, and Painting Program requirements. (Note: If using this delivery option, you must mail the pamphlet at least seven days prior to the start of renovation.)

Certified Inspector or Risk Assessor — An individual who has been trained and is certified by EPA or an authorized state or Indian Tribe to conduct lead-based paint inspections or risk assessments.

Child-occupied Facility — May include, but is not limited to, day care centers, pre-schools and kindergarten classrooms. Child-occupied facilities may be located in target housing or in public or commercial buildings. The regulation defines a "child-occupied facility" as a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day's visit lasts at least three hours and the combined weekly visits last at least six hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may be located in target housing, or in public or commercial buildings. With respect to common areas in public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only those common areas that are routinely used by children under age 6, such as restrooms and cafeterias. Common areas that children under age 6 only pass through, such as hallways, stairways, and garages are not included. In addition, with respect to exteriors of public or commercial buildings that contain child-occupied facilities, the child-occupied facility encompasses only the exterior sides of the building that are immediately adjacent to the child-occupied facility or the common areas routinely used by children under age 6.

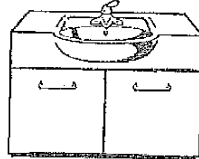
Cleaning Verification Card — a card developed and distributed by EPA for the purpose of determining, through comparison of wet and dry disposable cleaning cloths with the card, whether post-renovation cleaning has been properly completed.

Common Area — A portion of a building that is generally accessible to all residents or users. Common areas include (but are not limited to) hallways, stairways, laundry rooms, recreational rooms, playgrounds, community centers, and fenced areas. The term applies to both interiors and exteriors of the building.

Component — A specific design or structural element or fixture distinguished by its form, function, and location. A component can be located inside or outside the dwelling. Examples...

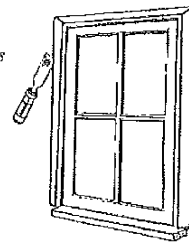
Interior

Ceilings
Crown molding
Walls
Doors and trim
Floors
Fireplaces
Radiators
Shelves
Stair treads
Windows and trim
Built-in cabinets
Beams
Bathroom vanities
Counter tops
Air conditioners



Exterior

Painted roofing
Chimneys
Flashing
Gutters and downspouts
Ceilings
Soffits
Doors and trim
Fences
Floors
Joists
Handrails
Window sills and sashes
Air conditioners



Confirmation of Receipt of Lead Hazard Information Pamphlet — A form that is signed by the owner or tenant of the housing confirming that they received a copy of the lead pamphlet before the renovation began. (See sample on page 23.)

Emergency Renovation — Unplanned renovation activities done in response to a sudden, unexpected event which, if not immediately attended to, presents a safety or public health hazard or threatens property with significant damage.

Examples

- *Renovation to repair damage from a tree that fell on a house.*
- *Renovation to repair a burst water pipe in an apartment complex.*
- *Interim controls performed in response to an elevated blood lead level in a resident child.*

Firm — A company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.

General Contractor — One who contracts for the construction of an entire building or project, rather than for a portion of the work. The general contractor hires subcontractors (e.g. plumbing, electrical, etc.), coordinates all work, and is responsible for payment to subcontractors.

Housing for the Elderly — Retirement communities or similar types of housing specifically reserved for households of one or more persons 62 years of age or older at the time the unit is first occupied.

Interim Controls — Interim controls means a set of measures designed to temporarily reduce human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

Lead Abatement — Work designed to permanently eliminate lead-based paint hazards. If you are hired to do lead-abatement work only, the Lead-Based Paint Renovation, Repair, and Painting Program does not apply. Abatement does not include renovation, remodeling, or other activities done to repair, restore, or redesign a given building — even if such renovation activities incidentally eliminate lead-based paint hazards. (*Note:* Some states define this term differently than described above. Consult your state officials if you are not sure how “lead abatement” is defined in your state.)

Lead Pamphlet — The lead hazard information pamphlet for the purpose of pre-renovation education is *The LeadSafe Certified Guide to Renovate Right: Important Lead Hazard Information for Families, Child Care Facilities and Schools*, or an EPA-approved alternative pamphlet. (See page 29 for information on obtaining copies.)

Minor Repair and Maintenance — Activities that disrupt 6 square feet or less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the prohibited work practices is used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.

Owner — Any person or entity that has legal title to housing, including individuals, partnerships, corporations, government agencies, Indian Tribes, and nonprofit organizations.

Painted Surface — A component surface covered in whole or in part with paint or other surface coatings.

Prohibited Practices — Work practices listed below are prohibited during a renovation:

- Open-flame burning or torching of painted surfaces;
- Use of machines that remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
- Operating a heat gun on painted surfaces at temperatures above 1100 degrees Fahrenheit.

Record of Notification — A written statement documenting the steps taken to notify occupants of renovation activities in common areas of multi-family housing. (See page 25 for sample.)

Renovation — Modification of all or part of any existing structure that disturbs a painted surface, except for some specifically exempted activities (e.g., minor repair and maintenance). Includes:

- Removal/modification of painted surfaces, components, or structures
- Surface preparation activities (sanding/scraping/other activities that may create paint dust)
- Window replacement

Examples

1. Demolition of painted walls or ceilings
2. Replastering
3. Plumbing repairs or improvements
4. Any other activities which disturb painted surfaces

Renovation Notice — Notice to tenants of renovations in common areas of multi-family housing. (See sample form on page 25.) Notice must describe nature, location, and expected timing of renovation activity; and must explain how the lead pamphlet may be obtained free of charge.

Renovator — A person who either performs or directs workers who perform renovation. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal program. (Note: Because the term "renovation" is defined broadly by the Lead-Based Paint Renovation, Repair, and Painting Program, many contractors who are not generally considered "renovators", as that term is commonly used, are considered to be "renovators" under the program and must follow the rule's requirements.)

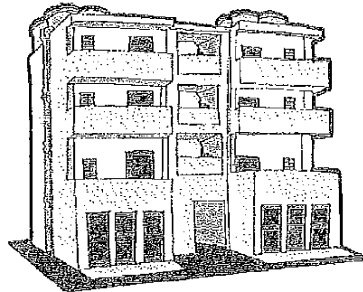


Self-Certification of Delivery — An alternative method of documenting delivery of the lead hazard information pamphlet to a tenant. This method may be used whenever the tenant is unavailable or unwilling to sign a confirmation of receipt of lead pamphlet. (See sample form on page 23.) (Note: This method is not a permissible substitute for delivery of the lead pamphlet to an owner.)

Supplemental Renovation Notice — additional notification that is required when the scope, location, or timing of project changes.

Vertical Containment — A vertical barrier consisting of plastic sheeting or other impermeable material over scaffolding or a rigid frame, or an equivalent system of containing the work area. Vertical containment is required for some exterior renovations but it may be used on any renovation.

Zero-Bedroom Dwelling — Any residential dwelling where the living area is not separated from the sleeping area. This term includes efficiency and studio apartments, dormitory housing, and military barracks.





Appendix D

EPA's Renovation Recordkeeping Checklist

SAMPLE RENOVATION RECORDKEEPING CHECKLIST

Name of Firm: _____
 Date and Location of Renovation: _____
 Brief Description of Renovation: _____
 Name of Assigned Renovator: _____
 Name(s) of Trained Workers, if used: _____
 Name of Dust Sampling Technician, Inspector, or Risk Assessor, if used: _____

- ☐ Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.
- ☐ Certified renovator provided training to workers on (check all that apply):
- | | |
|--|--|
| ☐ Posting warning signs | ☐ Setting up plastic containment barriers |
| ☐ Maintaining containment | ☐ Avoiding spread of dust to adjacent areas |
| ☐ Waste handling | ☐ Post-renovation cleaning |
- ☐ Test kits used by certified renovator to determine whether lead was present on components affected by renovation (identify kits used and describe sampling locations and results): _____
- _____
- ☐ Warning signs posted at entrance to work area.
- ☐ Work area contained to prevent spread of dust and debris
- | |
|---|
| ☐ All objects in the work area removed or covered (interiors) |
| ☐ HVAC ducts in the work area closed and covered (interiors) |
| ☐ Windows in the work area closed (interiors) |
| ☐ Windows in and within 20 feet of the work area closed (exteriors) |
| ☐ Doors in the work area closed and sealed (interiors) |
| ☐ Doors in and within 20 feet of the work area closed and sealed (exteriors) |
| ☐ Doors that must be used in the work area covered to allow passage but prevent spread of dust |
| ☐ Floors in the work area covered with taped-down plastic (interiors) |
| ☐ Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighted down by heavy objects (exteriors) |
| ☐ If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property (exteriors) |
- ☐ Waste contained on-site and while being transported off-site
- ☐ Work site properly cleaned after renovation
- | |
|--|
| ☐ All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal |
| ☐ Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors) |
- ☐ Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): _____
- _____
- ☐ If dust clearance testing was performed instead, attach a copy of report.
- ☐ I certify under penalty of law that the above information is true and complete.

name and title

date

Appendix E

EPA's

Sample Pre-Renovation Form

Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation Pamphlet Receipt

- ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

- ☐ (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 8 hours each day, provided that the visits total at least 60 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

- ☐ (B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or
- ☐ (C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant _____

Signature of Owner-occupant _____

Signature Date _____

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- ☐ Declined – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ Unavailable for signature – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left): _____

Printed Name of Person Certifying Delivery _____

Attempted Delivery Date _____

Signature of Person Certifying Lead Pamphlet Delivery _____

Unit Address _____

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Appendix F

EPA's Notification of Lead-Based Paint Abatement Activities



U. S. ENVIRONMENTAL PROTECTION AGENCY

NOTIFICATION OF LEAD-BASED PAINT ABATEMENT ACTIVITIES

Important: A representative of the certified firm may complete this sample form or a similar form when notifying EPA. Consult the *Instructions for Notifying EPA Commencement of Lead-Based Paint Abatement Activities* when preparing abatement notification. Please type or print responses in black or blue ink only.

A. Type of Notification Please indicate the type of notification.
☐ Original ☐ Updated ☐ Cancellation

B. Emergency Notification ☐ No ☐ Yes, if yes include documentation showing evidence of an EBL determination or a copy of the Federal/State/Tribal/Local emergency abatement order.

C. Activity Start and End Dates Specify the dates you will begin and end lead-based paint activity.

If necessary, estimate end date using your best professional judgment. Start date: _____ End date: _____
Month/Day/Year Month/Day/Year

D. Description of Activity This section relates to the building where abatement work will be performed.

Type of Building: ☐ Single Family Dwelling ☐ Multi-Family Dwelling ☐ Child-Occupied Facility

Property name (if applicable): _____

Property Address including apartment and/or unit number(s): _____

Street Address City State Zip Code

Square footage/acreage to be abated: _____

Please write a brief description of abatement project to be performed. (Enclose additional paper if necessary)

E. Firm Information

Name: _____ Firm's Certification Number: _____

Address: _____
Street Address City State Zip Code

Phone Number: _____

F. Certified Supervisor's Information

Name: _____
 EPA Certification Number: _____ (Check here ☐ if working under interim certification and enter the identification number from your course completion certificate in this space)

G. Firm Affirmation Please note that this form is incomplete without a signature.

I hereby attest and affirm that the information included on this notification form is true and accurate to the best of my belief and knowledge. I acknowledge that any approval authorized pursuant to this notification will be subject to revocation if issuance was based on incorrect or inadequate information that materially affected the decision to issue the approval.

Name: _____ Title: _____

Signature: _____ Date Signed: _____

For information on EPA and other lead programs, see the web site:
<http://www.epa.gov/lead/>

Appendix G

New York City Department of Health and Mental Hygiene Notice of Commencement Form for Work Disturbing 100 Square Feet of Lead Paint or Removing Windows

New York City Department of Health and Mental Hygiene
 Notice of Commencement Form for
 Work Disturbing 100 Square Feet of Lead Paint or Removing Windows

Building owners must provide the Department of Health and Mental Hygiene (DOHMH) with the information required by this form at least 10 days before starting work that disturbs more than 100 square feet of lead-painted surface area in a room or removing 2 or more lead-painted windows in an apartment. This notice is required by Local Law 1 of 2004 and applies to work in apartments and common areas in multiple dwelling buildings (3 or more apartments), built before 1960 (or built between 1960 and 1978 where the owner knows lead paint is present), and where a child under 6 years of age lives.

This form is not to be used for work ordered by either the New York City Departments of Health and Mental Hygiene or Housing Preservation and Development. To use this form: Fill out form, print it, sign it, and fax it to 212-676-6188.

A copy of this notice must be posted 24-96 hours before work begins.
 Post at the entrance to the building and at the entrance of the specific apartment where work will take place.

Please complete all sections below.

A. Type of Notification (check one)

☐ Initial notification of work ☐ Changes to initial work notification ☐ Cancellation of work

This notice must be fully completed (front and back) and signed by building owner or EPA-Certified firm performing work. Fax or hand deliver to:

New York City Department of Health and Mental Hygiene
 Lead Poisoning Prevention Program - Field Support Unit
 253 Broadway, 11th Floor, CN 5d, New York, NY 10007
 Telephone Number: (212) 676-6379 Fax Number: (212) 676-6188

NOTE: Any changes in the information provided in this notice shall be filed with the Department of Health and Mental Hygiene prior to the commencement of work, or if work has begun, within 24 hours of any change.

B. Address of Building and Location of Work

ADDRESS:	APT. NO.:
BOROUGH:	ZIP CODE:

C. Building Owner Information

NAME:	ADDRESS:	APT. NO.:
CITY:	STATE:	ZIP CODE:
SIGNATURE:	PHONE: ()	

D. EPA-Certified Firm (Contractor) Information

NAME:	ADDRESS:	APT. NO.:
CITY:	STATE:	ZIP CODE:
SIGNATURE:	PHONE: ()	EPA CERTIFICATE NO.:

E. Dust Wipe Clearance Tester Information

NAME:	ADDRESS:	APT. NO.:
CITY:	STATE:	ZIP CODE:
PHONE: ()		EPA CERTIFICATE NO.:

Appendix H

Lawrence Environmental Group's EPA License and Certificates

United States Environmental Protection Agency

This is to certify that

Lawrence Environmental Group, L.L.C.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires July 21, 2014

NY-11751-3

Certification #

APR 19 2011

Issued On



Dennis J. McChesney, Ph.D., MBA, Acting Chief
Pesticides & Toxic Substances Branch

United States Environmental Protection Agency

This is to certify that

Gerard L. Baril

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226(a)(2).

Risk Assessor

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires October 7, 2016

NY-R-10238-4

Certification #

SEP 24 2013

Issued On



John Gorman, Chief

Pesticides & Toxic Substances Branch

United States Environmental Protection Agency

This is in effecting that

Robert James Grafton IV

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 et seq.

Risk Assessor

The United States of America

New York

This certification is valid from the date of issuance and expires April 10, 2015

NY-R-120081-1

Certification #

MAR 28 2012

Issued On



John Gorman, Chief

Pesticides & Toxic Substances Branch

John Gorman

United States Environmental Protection Agency

This is to certify that

Erik P Warda

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as a:

Inspector

In the jurisdiction of:

New York

This certification is valid from the date of issuance and expires May 8, 2013

NY-128627-2

Certification #

MAY 01 2013

Issued On

John Gorman, Chief

Pesticides & Toxic Substances Branch

END OF DOCUMENT

LEAD-BASED PAINT SURVEY



PROJECT:
Limited XRF Lead-Based Paint Survey

Location:
393 West End Avenue
New York, NY 10024

Report Prepared for:
CS 393, LLC
393 West End Avenue
New York, NY 10024

Prepared by:
Lawrence Environmental Group, LLC.
350 Lexington Avenue
12th Floor PH
New York, NY 10016-1723
License #NY-11751-3

Project # MSCCOM 164B

Date(s) of Survey:
August 20, 2013
August 21, 2013
August 22, 2013
August 23, 2013
August 26, 2013
August 27, 2013
August 28, 2013
September 16, 2013
September 17, 2013

Date of Issue:
October 1, 2013

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II. Regulatory Jurisdiction	3
III. Description of Testing Device	3
IV. Inspection Methodology	4
V. Results	5
VI. Recommendations	8
Disclaimer / Disclosure	9
APPENDICES	10
A. EPA License and Certifications	
B. Lead Paint Inspection Report Summary	
• Provided under separate cover due to file size	
C. Lead Paint Inspection Report Sequential and Detailed	
• Provided under separate cover due to file size	

I. PURPOSE

Lawrence Environmental Group, LLC (LEG) was retained by CS 393, LLC to conduct a limited Lead-Based Paint Survey at 393 West End Avenue, New York, NY 10024 of the following locations: thirty-one (31) randomly selected apartments, common areas (floors 1-PH public hallways, vestibule, basement) and exterior (roof, ground floor, fire escapes).

The survey was conducted on various dates from August 20, 2013 to September 17, 2013. This testing was conducted using methodologies specified in Chapter 7 of US EPA/Department of Housing and Urban Development (HUD) Technical Guidelines for The Evaluation and Control of Lead-Based Paint Hazards in Housing (specifically ASTM ES30-94).

II. REGULATORY JURISDICTION

The subject property is located in the borough of Manhattan in New York City. This location places the building under the jurisdiction of New York City Childhood Lead Poisoning Prevention Act of 2004, also known as Local Law #1. Because the construction date of this residential property is prior to 1978 the subject property is regulated by the EPA Lead-based Paint Repair, Renovation & Painting Program which requires that certified contractors employ lead-safe work practices whenever six square feet or more of a painted surface will be disturbed.

III. DESCRIPTION OF TESTING DEVICE

The Lead-Based Paint Survey was conducted using the portable RMD LPA-1B X-ray fluorescence spectrometer (XRF). The LPA-1B is a complete lead paint analysis system that quickly, accurately, and nondestructively measures the concentration of lead-based paint on surfaces. The LPA-1B method of measurement is based on the spectrometric analysis of lead K-shell X-ray fluorescence within a controlled depth (3/8") of interrogation. The controlled depth concept used in the design of the LPA- 1B restricts the penetration of the energetic K-shell X-rays into the substrate so that the system cannot be misled by the presence of lead pipes or other objects located deep in a wall. The LPA-1B analyzer is able to make a variable time measurement with a 95% confidence level based on the regulatory action level.

As a quality control measure, before and after each inspection, a system performance check of the LPA-1B is performed. This is done by taking three readings on the Calibration Test Block and one on a lead free block in "time-correction" or "standard" mode. If the lead readings are outside the correct range,

RMD is contacted for instructions to bring the LPA-1B into calibration. The LPA-1B automatically conducts system calibration checks as the device is used.

During the survey, the LPA-1B is used in the "quick" mode setting. The **abatement level** of the LPA-1B is set at the current HUD/EPA/New York State/New York City Limit of greater than or equal to **1.0 mg/cm²** (1 milligram of lead per square centimeter).

The result of any measurement made in "Quick" mode displays one of the following readouts: 1.) Positive lead level; 2.) Negative lead level; or 3.) Inconclusive result. Positive results are displayed as any measurement above the abatement level. Negative results are displayed as a measurement below the abatement level. Inconclusive results occur where the measured lead level is too close to the action level to reach a determination in 60 seconds.

IV. INSPECTION METHODOLOGY

Before surfaces are tested, a floor plan of the area is produced. The walls of the unit are designated as A, B, C, and D. In all rooms, wall "A" is the side of the room where the door or entry to the room is located. The B, C, and D walls are in clockwise order from wall "A". Closets, windows and door openings are indicated as left, center, or right based on their location on the wall.

Next, room surfaces are selected for testing by room equivalent, component, and substrate.

Quality control tests, in the "time corrected" mode, are performed on the LPA-1B and the testing of the surfaces proceeds in "quick" mode. Quality control checks are performed on the LPA-1B at the conclusion of the inspection or after every 4 hours of usage.

If an LPA-1B result is inconclusive, management is contacted for permission to take a paint chip sample of the surface.

The survey is conducted in accordance with US Department of Housing and Urban Development, "Guidelines for The Evaluation and Control of Lead-Based Paint Hazards in Housing", Chapter 7; Lead-based paint Inspection, 1997 Revision. As with all guidelines, these are minimum requirements and are open to interpretation in their practical implementation. The scope of this survey exceeds the HUD requirements. Lawrence Environmental Group believes it is in the best interest of the client to utilize a conservative and thorough approach to lead inspections. The benefit of this approach serves to reduce the risk and liability to the client while meeting the public health intent of the law.

V. RESULTS

A total of 3,651 measurements and 201 calibration readings were taken with the RMD LPA-1B. Back-up can be found in the following appendices provided under separate cover due to file size:

Appendix B: A list of measurements that were found to contain levels of lead greater than or equal to the 1.0 mg/cm² abatement level mandated by HUD/EPA/New York State/New York City.

Appendix C: All readings correspond to a specific location from the sequential and detailed results.

Tested Locations: Floor plans and building layouts are referenced from the "Existing Floor Plan" diagrams provided from Kinglin Rutherford Architects, PLLC.

Below is a summary of all readings:

PASSING LOCATIONS

Based on the findings and visual observation at the subject property the following apartment units were found to contain levels of lead below the 1.0 mg/cm² abatement level mandated by HUD/EPA/New York State/New York City:

- Apartment 16E, 16F
- Apartment 15A, 15B
- Apartment 14D
- Apartment 11B, 11E
- Apartment 10A, 10B, 10D, 10E, 10G
- Apartment 9E
- Apartment 8B, 8E
- Apartment 7E
- Apartment 6C
- Apartment 5D, 5F
- Apartment 4A, 4E, 4H
- Apartment 3B

FAILING LOCATIONS

Based on the findings and visual observation at the subject property, it is presumed that the following surfaces met the definition of lead based paint and were found to contain levels of lead greater than the 1.0 mg/cm² abatement level mandated by HUD/EPA/New York State/New York City:

Common Areas: Hallways and Stairwells

- Public Hallway: All Plaster Walls on Floors 3-16 at South East End
- Hallway across from Trash Room leading to Apartment A Floors 3-9: All Plaster Walls
- Hallway across from Trash Room leading to Apartment B Floors 10-16: All Plaster Walls
- All Elevator Door Casings
- All Service Elevator Doors, Casings
- All Apartment Doors
- All Apartment Door Casings
- All Doors and Casings
- All Stair Components (Balusters, Newel Post, Stringer, Riser), except Wooden Handrail
- Trash Room: All Walls, Ceilings, Doors, Door Casing, Trash Chute Door, Trash Chute Door Casing
- South East End of Hallways: All Windows
- Vestibule Gold Door Casing

Basement

- All Metal Door Casings
- Elevator Mechanical Room: Floor
- Laundry Room: Stand Pipe, Window Casing
- Compactor Room: All Cement Walls

Exterior Components

- Metal Fire Escapes
- Water Tower: Dunage, Ladder
- Roof Landing: Door Casing

Apartments

Apartment 16C

- Foyer: A Wall
- Foyer: Closet Door Casing

Apartment 16D

- Foyer: Apartment Door Casing, Service Entrance Door Casing

Apartment 12G

- Foyer: A Wall
- Bathroom: Door, B Wall

Apartment 11C

- Living Room: A Wall
- Bedroom 2 (last room the furthest South): Window Casing

Apartment 11F

- Foyer: Apartment Door

Apartment 10C

- All Metal Door Casings
- Foyer: All Walls, Ceiling
- Living Room: All Walls, Ceiling, Window Apron
- Hallway: All Walls, Ceiling, Baseboard
- Hallway Closet: All Walls, Ceiling, Shelf and Shelf Support
- Bedroom: All Walls
- Bedroom 2 (last Room the furthest South): All Walls, All Windows, Crown Molding, Ceiling
- Bedroom 2 Closet: Walls
- Bathroom 2: Door Casing, Ceiling

Apartment 10F

- Living Room: A Door Casing

Apartment 1A/B

- Metal Door Casings
- Foyer: B Wall, D Wall
- Foyer Closet: Metal Door Casings, D Wall
- Bathroom (far West end): All Walls and Ceiling
- Room 1 (far West end, north of the far West bathroom): A Wall, B Wall, Wood Door, Metal Casing on A wall
- Room 2 (East of Room 1): B Wall

- Room 3 (East of Room 2, shares east wall with Room 2): C Wall, Metal Door Casings on A Wall
- Room 4 (closer to B entry and bathroom at far East end): Metal Door Casing on A Wall
- Bathroom 2 (center of apartment, only entrance through room 4): Metal Door Casing on A Wall
- Bathroom 3 (at far East end of apartment): Metal Door Casing on A Wall
- Kitchen 2 (last room East): A Wall, Metal Door Casing on A Wall, Wood Window Apron on B Wall, Metal Radiator on B Wall

VI. RECOMMENDATIONS

PASSING LOCATIONS

Apartments listed can be filed with the New York City Housing Preservation Department (HPD) for permanent Lead Based Paint exemption.

FAILING LOCATIONS

Lead safe work practices, such as the EPA Renovator, Repair and Painting Program (RRP, 40 CFR 745.85), should be followed when disturbing the paint on any interior, and exterior components that tested positive for lead based paint.

Disclaimer / Disclosure

DISCLAIMER

The opinions expressed in this document are based solely on the scope of work conducted and sources referred to therein. The presented data was collected and analyzed using accepted industry methods, procedures and practices in effect at the time this report was generated. This report represents the levels of lead based paint in the tested surfaces at the time of sampling.

No inferences regarding other conditions, locations or materials at a later or earlier time may be made based on the contents of this report. No other warranty, express or limited is made. Lawrence Environmental Group's liability and that of its contractors and subcontractors, arising from any services rendered hereunder, shall not exceed the total fee paid by the client to Lawrence Environmental Group for this project. This report was prepared for the sole use of our client. The use of this report by anyone other than our client or Lawrence Environmental Group is strictly prohibited without the expressed written consent of Lawrence Environmental Group. Portions of this report may not be used independent of the entire report.

Unless specified otherwise, Lawrence Environmental Group does not have access to any Lead Based Paint Inspection or Lead Based Paint Risk Assessment reports performed by others prior to this testing. The report attached hereto relates only to those areas required to be tested according to HUD Guidelines or areas specifically requested to be tested by the client/customer, and actually tested. The report does not and could not exclude the possibility of the presence of lead in any area where a lead test was not performed. When a component is tested in a particular room, the report assumes that the one component represents all corresponding like components in that particular room. Lead testing results can only be applicable at the time and under the circumstances that the testing was conducted and lead testing results are applicable for the condition of surfaces at that time.

Should there be any change in the condition of the surfaces tested, which takes place after the time of the inspection, and/or should there be any work done in any area, and such event may result in a change in circumstances and results, Lawrence Environmental Group should be contacted for subsequent testing after any remedial work has been undertaken and completed, or in the event that any other change in circumstances or surfaces of the inspected area have taken place.

Should remediation work be undertaken consisting of less than total removal of a component or structure with lead based paint, such as encapsulating areas showing positive inspection or assessment results, a subsequent investigation is recommended to insure that the remediation work has been successful. After encapsulation, any change in the surface or any subsequent painting of, or work done to any friction surface may result in the deterioration of the encapsulant and the possible exposure of underlying lead based paint. It is recommended that follow-up lead tests should be required to be made by Lawrence Environmental Group prior to repainting or after any change in the surface of friction areas.

DISCLOSURE

A copy of this report must be provided to new lessees (tenants) and purchasers of this property under Federal Law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

APPENDICES

APPENDIX A

EPA License and Certificates

XRF Lead-Based Paint Survey
Lawrence Project # MSCCOM 164B

393 West End Avenue
New York, NY 10024

United States Environmental Protection Agency

This is to certify that

Lawrence Environmental Group, LLC.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires July 21, 2014

NY-11751-3

Certification #

APR 19 2011

Issued On

Dennis J. McChesney, Ph.D., MBA, Acting Chief
Pesticides & Toxic Substances Branch

XRF Lead-Based Paint Survey
Lawrence Project # MSCCOM 164B

393 West End Avenue
New York, NY 10024

United States Environmental Protection Agency

This is to certify that

Erik P Warda

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as at

Inspector

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires

May 8, 2016

NY-1-28627-2

Certification #

MAY 01 2013

Issued On



John Gorman, Chief

Pesticides & Toxic Substances Branch

XRF Lead-Based Paint Survey
Lawrence Project # MSCCOM 164B

393 West End Avenue
New York, NY 10024

United States Environmental Protection Agency
Office of Pesticide Programs

Robert James Grafton IV

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as a:

Risk Assessor

Public Administration

New York

This certification is valid from the date of issuance and expires **April 10, 2015**

NY-R-120081-1
Certification # **MAR 28 2012**
Issued On

John Gorman, Chief
Pesticides & Toxic Substances Branch

APPENDIX B

Lead Paint Inspection Report

Summary

Provided under separate cover due to file size

APPENDIX C

Lead Paint Inspection Report

Sequential and Detailed

Provided under separate cover due to file size

LOCAL LAW 11 REPORT

EXTERIOR WALLS
393 West End Avenue
New York, NY 10024

Condition Survey Report
Facade Inspection and Safety Program
Cycle 8



View of 79th Street and West End Avenue (Entry) Facades

Kamen Tall Architects
October 2018

Condition Survey Report
Facade Inspection and Safety Program
Cycle 8

Exterior Walls
393 West End Avenue
New York, NY 10024

Prepared For:
Simon Baron Development
757 Third Avenue, Suite 1701
New York, NY 10017

Prepared By:
Kamen Tall Architects
October 2018

Exterior Walls

Facade Inspection and Safety Program - Cycle 8

Condition Survey Report

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City of New York Building Department Form TR-6

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Exterior Walls

Facade Inspection and Safety Program - Cycle 8

Condition Survey Report

GENERAL INFORMATION

Address: 393 West End Avenue
New York, NY 10024

A.K.A. Addresses: 300 West 79th Street
391-393 West End Avenue

Block: 1186

Lot: 83

Bin Number: 1031127

Landmark Status: L - Landmark: West End-Collegiate Historic District

Location from Nearest Cross Street: Immediately at the corners of West 79th Street and West End Avenue

Owner : Simon Baron Development
c/o First Service Residential
622 Third Ave., 15th Floor
New York, NY 10017
Phone: (212)-634-8911

Exterior Walls

Facade Inspection and Safety Program - Cycle 8

Condition Survey Report

BUILDING DESCRIPTION

Stories: 16

Height: 165'-0"

Plan Dimensions: 105'-0" along West End Avenue
95'-6" along West 79th Street

Certificate of Occupancy: No. 122212612T009

Occupancy Use: Residential with professional offices on the first floor

Approximate Age of Bldg: 91 years, constructed in 1927

Exterior Construction: Steel frame with brick infill, limestone, and terra cotta ornamentation

Zoning District: R10A

Map: 5d

HISTORY OF REPORTS AND RECENT REPAIRS

The Seventh Cycle Report was amended and filed SWARMP. The Seventh Cycle Report was initially filed unsafe and measures were taken to repair the building, outlined below.

The Seventh Cycle Report was prepared by Scott A. Kamen, Registered Architect, filed on 02/16/2012. The building was initially found to be "Unsafe." All observed conditions conformed to code requirements and applicable rules, regulations, and directives.

From fall 2012 to spring 2013, the building owners undertook an extensive exterior façade maintenance project which included the remediation of all conditions outlined in the Seventh Cycle Report, prepared by Scott A. Kamen, Registered Architect, filed on 02/16/2012, and was completed by Skyline Restoration under permit #120659055-01-EW-OT. Based on the drawings and specifications developed by Kamen Tall Architects, the scope of work encompassed the following items:

At all facades:

- replaced cracked bricks with new SW grade facebricks
- repointed areas of deteriorated or missing mortar with new type N mortar
- replaced deteriorated lintels with new primed and painted galvanized steel lintels
- scraped, primed, and painted all lintels not being replaced

At the North and East Facades only:

- replaced the entire northeast and northwest corners with new SW grade facebricks and brick ties
- repointed all terra cotta ornamentation
- patched any cracked terra cotta sills
- pinned and patched any spalled terra cotta or limestone ornamentation

At the South, West, and Courtyard facades only:

- replaced areas of parge-coated bricks with new SW grade facebrick or recoated as necessary
- patched or replacing any cracked precast concrete sills

Miscellaneous:

- replaced the existing roof systems with new flashings and a waterproofing membrane
- painted all existing metal appurtenances to protect against future corrosion

The building also underwent a partial window replacement program and exterior window abatement program undertaken by Penta Restoration to be completed in December, 2013.

At all facades:

- replacement of miscellaneous casement windows from the third floor up with new double hung windows
- abatement of all exterior window caulk

Exterior Walls

Facade Inspection and Safety Program - Cycle 8

Condition Survey Report

At the North and East Facades only (facades have been completed):

- replaced all of the first and second floor windows with new casement windows

The building removed existing deteriorated fire escapes and constructed egress stairs under Job #121857099.

SCOPE OF SURVEY

Kamen Tall Architects surveyed the condition of the exterior walls and appurtenances at 393 West End Avenue on October 10, 2018.

The survey was performed in accordance with Article 302 of Title 28 of the New York City Administrative Code. All significant deterioration and wall movements observed have been outlined in this report and on drawings and/or photographs.

INSPECTION PROCEDURES

Critical examination of the exterior walls and appurtenances pursuant to the City of New York Department of Building's Facade Inspection and Safety Program:

In compliance with the requirements of Section 28-302.1 of the NYC Construction Codes and Amended Rule 32-03 of the Department of Buildings, this report is submitted to the Department of Buildings of the City of New York and the Building Owner.

The survey of the exterior walls was performed by visual inspection from street level using high-powered binoculars (Fujinon 7x50), while the roof guardrails were inspected from the roof level. Six (6) hands-on inspections were performed by industrial rope access on October 10, 2015. See site plan for specific locations.

All significant deterioration observed has been outlined in this report and on drawings and/or photographs.

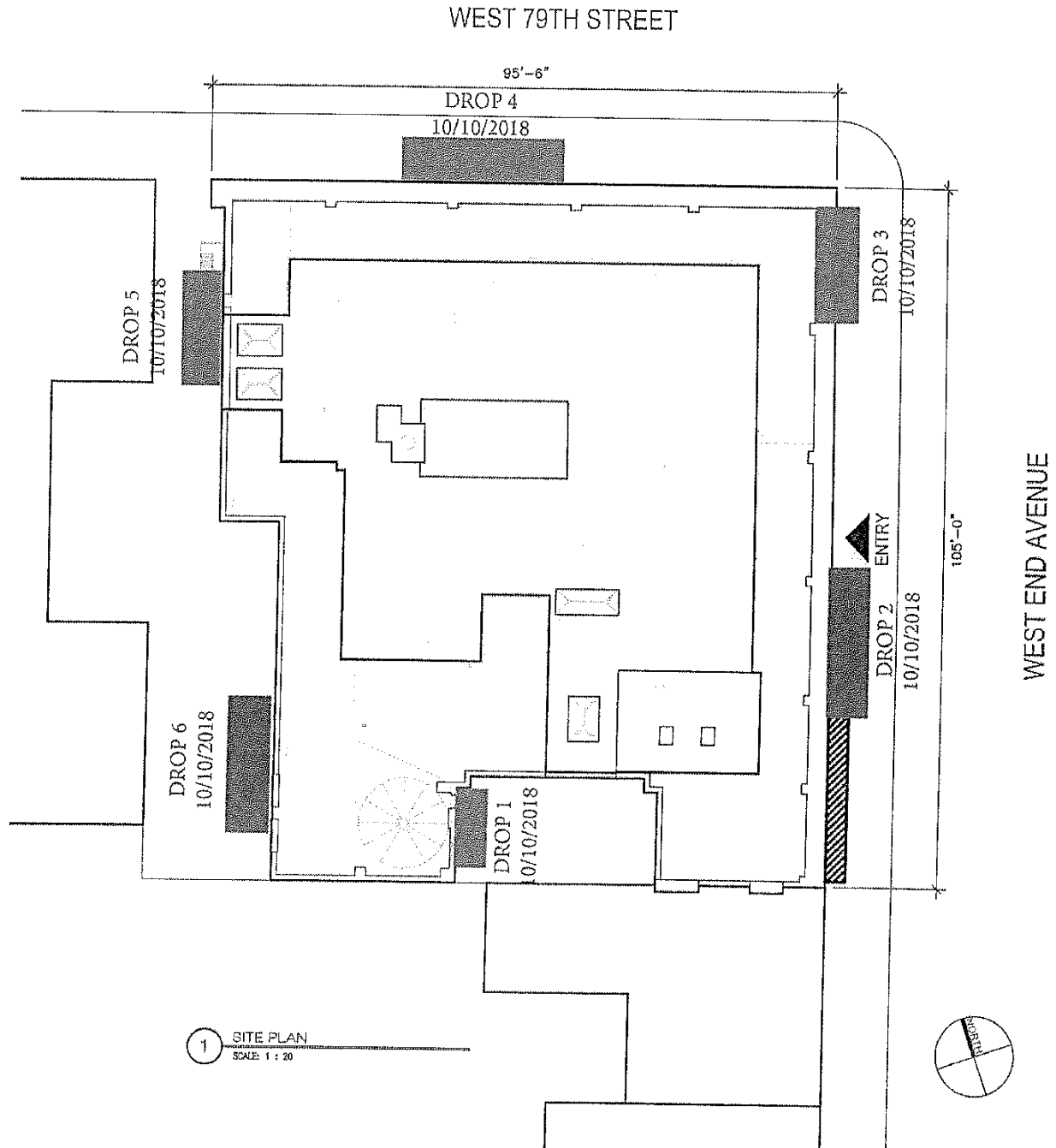
Rigger:

George Cole
Universal Steeplejack, Inc.
127 West 26th Street
New York, NY 10001
Tel: (718) 605-1234

Rigger License Number:

176

SITE PLAN



REPORT OF OBSERVED CONDITIONS

"Bays" refers to window masonry openings and start at the left side of an Elevation when facing the building as "1st bay".

DEFINITIONS: (Note Definitions are taken from Section 32-03 of Title 1 of the Amended Rules of the City of New York: Part (a))

Unsafe Condition: "A condition of a building wall, any appurtenances thereto, or any part thereof that is hazardous to persons or property and requires prompt repair. In addition, any condition that was reported as SWARMP in a previous report and that is not corrected at the time of the current inspection shall be reported as an unsafe condition."

No exterior conditions were observed to be unsafe.

Safe With a Repair and Maintenance Program (hereinafter SWARMP): "A condition of a building wall, any appurtenances thereto or any part thereof that is safe at the time of inspection, but requires repairs or maintenance during the next five years in order to prevent its deterioration into an unsafe condition during that five year period."

The following conditions are noted as SWARMP:

i. Terra Cotta Cornice

a. Northeast Corner (79th Street and West End Avenue)

- Corner cornice unit appears to be slightly displaced, with efflorescence and small slip spalls. Displacement appears to be the result of recent re-setting. Joints are all tight, area above the unit was re-roofed and watertight, spalls do not appear to be recent, and there are no cracks. Sounding the unit revealed no interior damage. Further investigation and monitoring required (photos 4-5).

ii. Failed Terra Cotta Patch

a. East Facade (West End Avenue)

- Cracked previous terra cotta patch on window sill at floor 7, bay 6 (see photo 6 - only center patch in photo has failed).

iii. Terra Cotta Hairline Cracks

a. East Facade (West End Avenue)

- Hairline Cracks and slip crazing identified on two pier capitals on floor 15, bays 3 and 4 (see photo 7).

iv. Cracked Brick**a. West Facade**

- Area of cracked brick on floor 10, bay 3 (see photo 8).

v. Open Mortar Joint**a. West Facade**

- Open mortar joint where fire escape basket was removed, re-bricked. Floor 16, bay 2 (see photos 9-10).

vi. Miscellaneous Object on Facade**a. North Facade (West 79th Street)**

- Sheet metal cap below window sill, floor 14, bay 10 (see photo 11).

The following conditions are noted as requiring maintenance:

i. Cast Stone Sills**a. Secondary, non-street facades (West and South Facades, South Lightwell)**

- Eroded historic cast stone sills, some with hairline cracks (see photo 12).
- Hairline cracks in recent cast stone replacement sills (see photo 13).

Safe: "A condition of a building wall, any appurtenances thereto or any part thereof not requiring repair or maintenance to sustain the structural integrity of the exterior of the building and that will not become unsafe during the next five years."

Exterior Appurtenances: All other exterior appurtenances have been observed to be in satisfactory condition:

- Exterior fixtures, awnings, security cameras, and lights
- Copings and railings

Balcony, Guardrail, Handrail and Parapet Statment

Number of Balconies: 0

Number of Fire Escapes: 0

Parapet: Where parapets are shorter than 42", guardrails have been installed to achieve the 42" height requirement.

Additional Guardrails: 42" guardrails have been installed at the perimeter of the superior roof.

No additional habitable terraces, walkways, corridors, fire escapes, or setbacks with handrails or guard assemblies exist on the building.

Statement: All parapets, guardrails, and balconies were inspected and/or directed by the QEWI, Scott Kamen, R.A. AIA, for structural stability by hands-on inspection on October 10, 2018. Inspection included application of stress and physical loading throughout to test deflection and stability.

Upon inspection, we found the following conditions to be SAFE: All parapets, guardrails, and balconies are well maintained with no signs of structural fatigue or compromise on any supports, anchors, structural members, railings, or any other element influencing structural stability. All guardrail assemblies are equal to or greater than 42 inches in height and withstood 40 lbs of force without deflection.

WATER TIGHTNESS STATEMENT

No water penetration was evident at the time of the inspection

CAUSES OF REPORTED CONDITIONS

SWAMP

i. Terra Cotta Cornice

The displaced unit may have been set in that position during a previous facade repair campaign. Efflorescence and small spalls are located below mortar joints which were previously caulked.

ii. Failed Terra Cotta Patches

Patch material likely contained too high a moisture content at time of installation, resulting in shrinkage cracking where terra cotta and patch material meet.

iii. Terra Cotta Hairline Cracks

Cracks originate where terra cotta capital is embedded in the masonry pier. May be the result of rust jacking of steel anchoring system or differential thermal expansion and contraction of the terra cotta and steel.

iv. Cracked Brick

Water infiltration at sill above, followed by repeated cycles of freeze/thaw.

v. Open Mortar Joint

Fire escape basket previously removed and bricked up. Brick coursing does not match original and bottom joint is too wide.

vi. Miscellaneous Object on Facade

Likely installed to accommodate mechanical appurtenance such as air conditioning unit.

Maintenance:**i. Cast Stone Sills**

Historic, eroded cast sills have reached the end of their serviceable lifespan. Recently-installed cracked sills are made of inferior materials.

STATUS OF MAINTENANCE PERFORMED UP TO THIS REPORT SUBMISSION

The current Building Staff appears to be properly monitoring the exterior facades, and the Building Management has historically alerted the Architect to any deterioration or possible water penetration. The Building Staff must continue to report any deterioration to the Building Management.

COMPARISON OF CURRENTLY OBSERVED CONDITIONS TO PREVIOUSLY OBSERVED CONDITIONS

The following conditions are noted as SWARMP:

i. Windows

- a. West facade – There are plywood-boarded windows on the 4th floor on the 2nd and 3rd window lines from the southwest corner; and at the 5th floor on the 3rd window line from the southwest corner.*
- b. Courtyard facades – There is a plywood-boarded window on the 5th floor of the East courtyard elevation.*

Windows have been installed in all previously boarded-up window openings.

OPEN ENVIRONMENTAL CONTROL BOARD (ECB) FAÇADE VIOLATIONS

37010349M - Failure to submit acceptable 8th round report of critical examination documenting condition of exterior walls and appurtenances required by 28-302.4 for control #803691. Rem: Submit required technical report. *This report will be use to remediate this violation.*

35250368H - Failure to maintain building in code compliant manner. Noted: At time of inspection observed in apartment 6D approximately 30-40 missing flrwood planks. In the kitchen there is a hole in the floor approximately [sic.]

This issue is currently being resolved in court. It has been adjourned to a later date.

RECOMMENDATIONS FOR REMEDIATION**SWARMP****i. Terra Cotta Cornice**

Monitor unit for additional movement, efflorescence, and spalls. Re-set unit if necessary.

ii. Failed Terra Cotta Patches

Remove and replace patches with terra cotta-compatible material, according to manufacturer's instructions.

iii. Terra Cotta Hairline Cracks

No repair required at present. Repairs to hairline cracks would likely accelerate deterioration. Monitor for worsening of cracks.

iv. Cracked Brick

Deteriorated sill above cracked brick area has been replaced, eliminating the major route of water infiltration. Replace cracked bricks.

v. Open Mortar Joint

Remove existing mortar, install bricks in open joint location.

vi. Miscellaneous Object on Facade

Remove object, repair substrate as required.

Maintenance:**i. Cast Stone Sills**

Replace eroded and cracked sills gradually with methodical replacement campaign, using approved cast stone manufacturer and material.

TIME FRAME OF REPAIRS

All SWARMP items must be addressed within 5 years of the inspection date (10/10/2023).

PERMIT REQUIRED FOR WORK INDICATED

A permit is required to re-set the corner terra cotta cornice unit *if* re-setting is deemed necessary after further monitoring.

Exterior Walls

Facade Inspection and Safety Program - Cycle 8

Condition Survey Report

PHOTOGRAPHS - EXTERIOR FACADES - EAST & NORTH FACADES (WEST END AVE & WEST 79TH ST)



PHOTO 1 - EAST AND NORTH FACADES
(West End Avenue and West 79th Street)

Exterior Walls

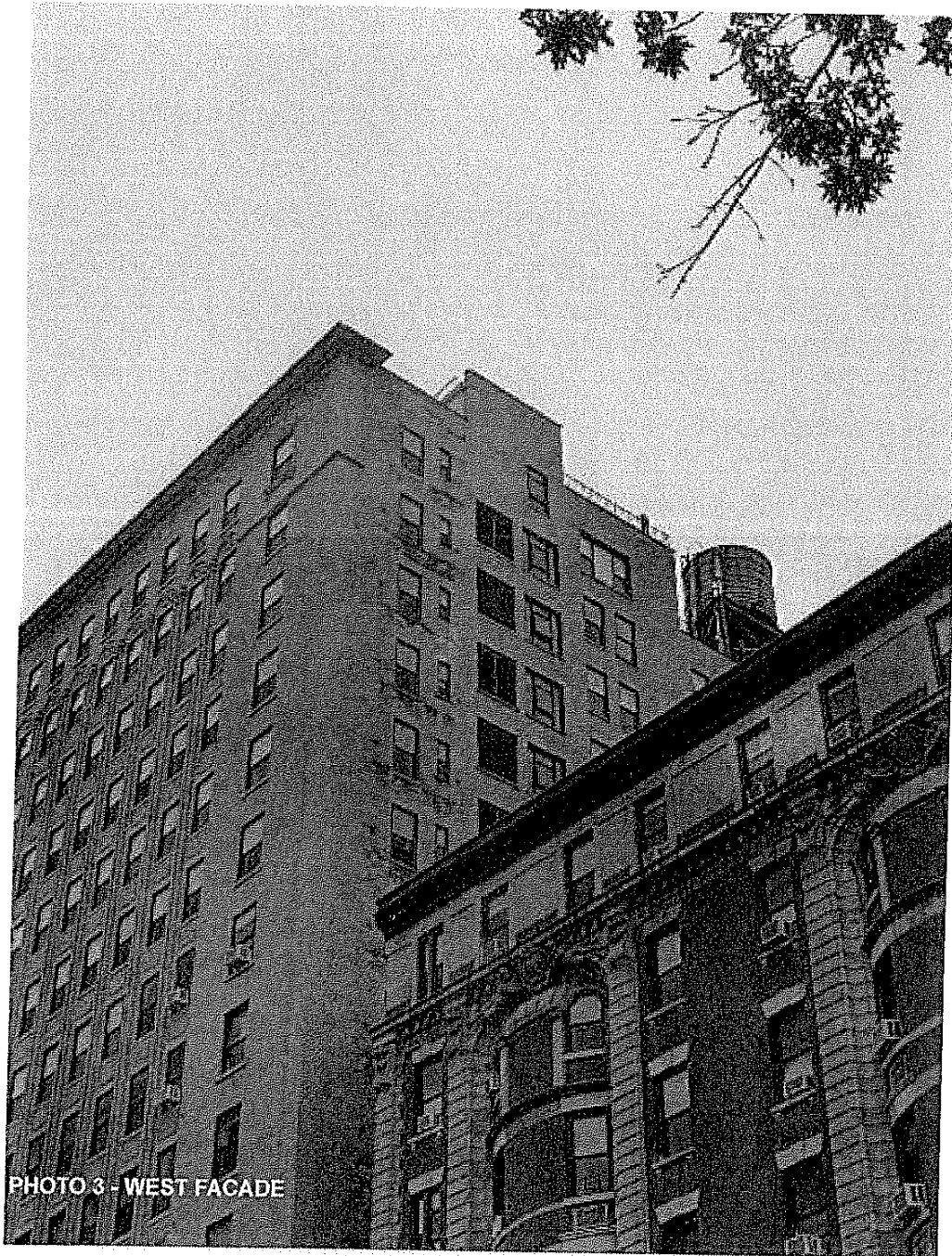
Facade Inspection and Safety Program - Cycle 8

Condition Survey Report

PHOTOGRAPHS - EXTERIOR FACADES - SOUTH FACADE



PHOTOGRAPHS - EXTERIOR FACADES - WEST FACADE



PHOTOGRAPHS - EXTERIOR FACADES



PHOTO 4- NORTHEAST CORNICE CORNER
Displacement, efflorescence, slip spalls

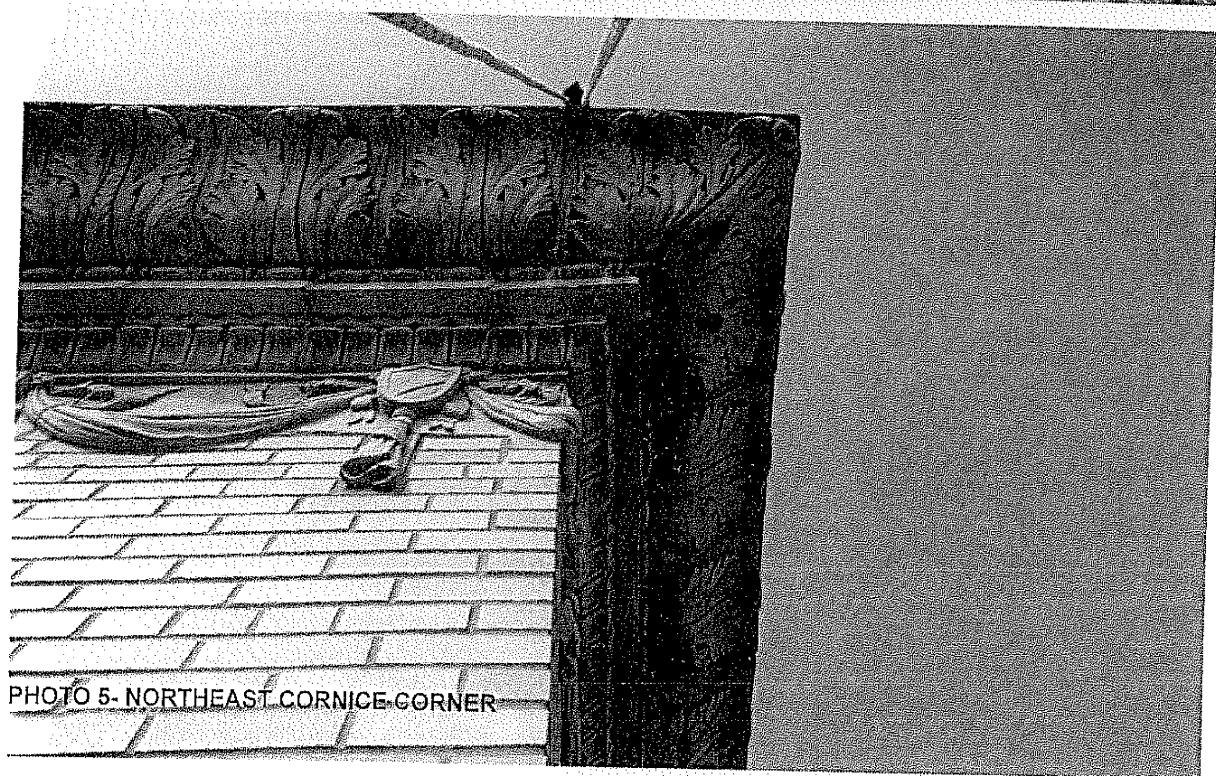


PHOTO 5- NORTHEAST CORNICE CORNER

PHOTOGRAPHS - EXTERIOR FACADES

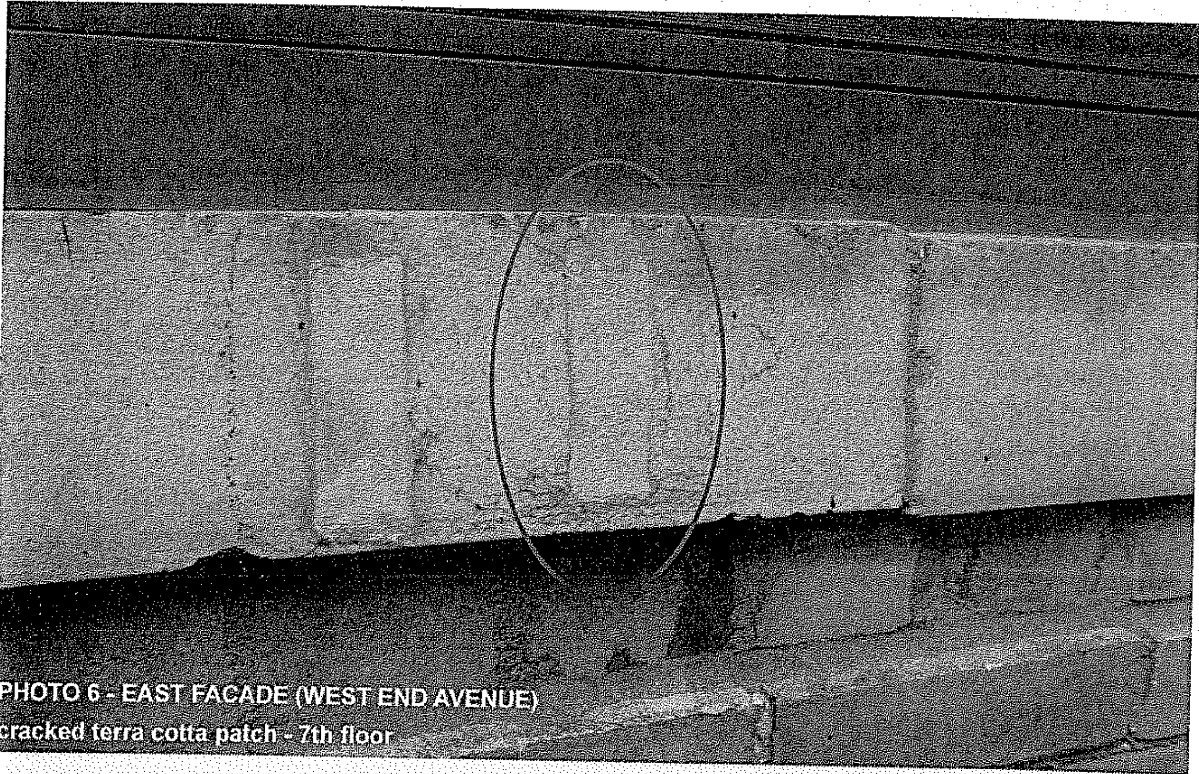


PHOTO 6 - EAST FACADE (WEST END AVENUE)
cracked terra cotta patch - 7th floor

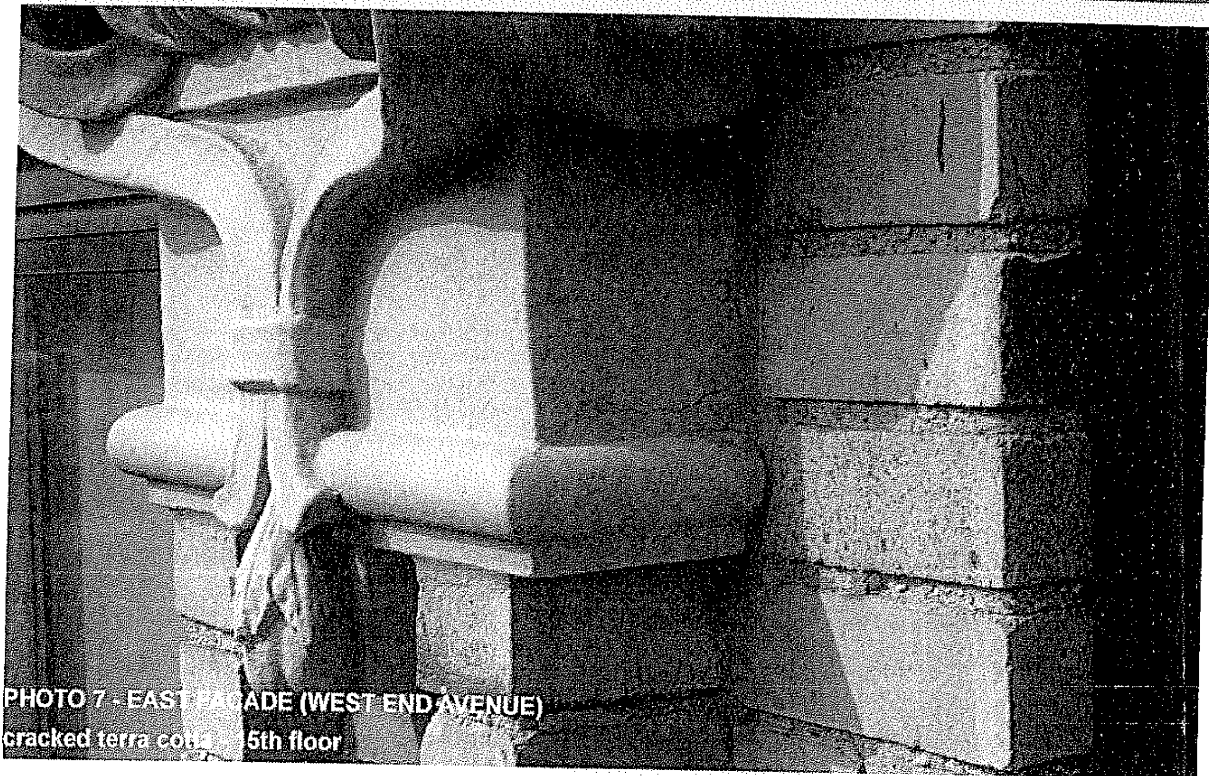


PHOTO 7 - EAST FACADE (WEST END AVENUE)
cracked terra cotta - 15th floor

PHOTOGRAPHS - EXTERIOR FACADES



PHOTO 8 - WEST FACADE
cracked brick - 10th floor

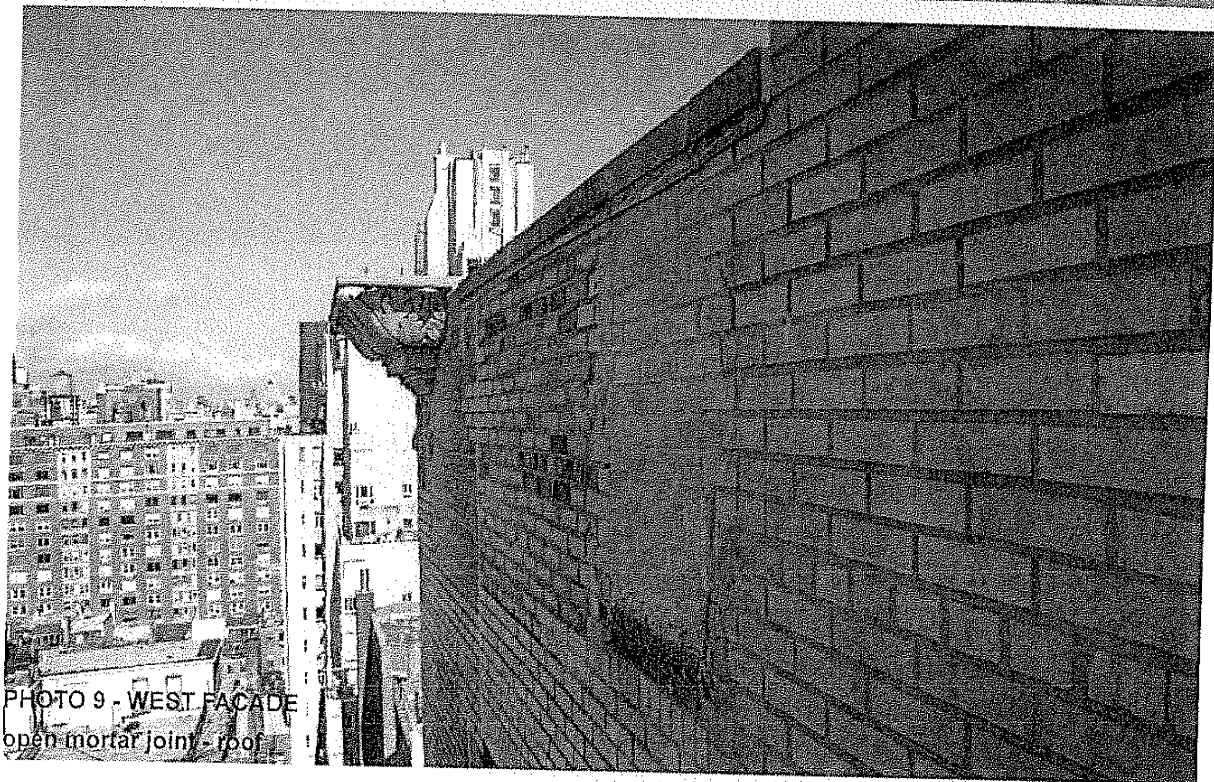


PHOTO 9 - WEST FACADE
open mortar joint - roof

PHOTOGRAPHS - EXTERIOR FACADES



PHOTO 10 - WEST FACADE
open mortar joint - roof

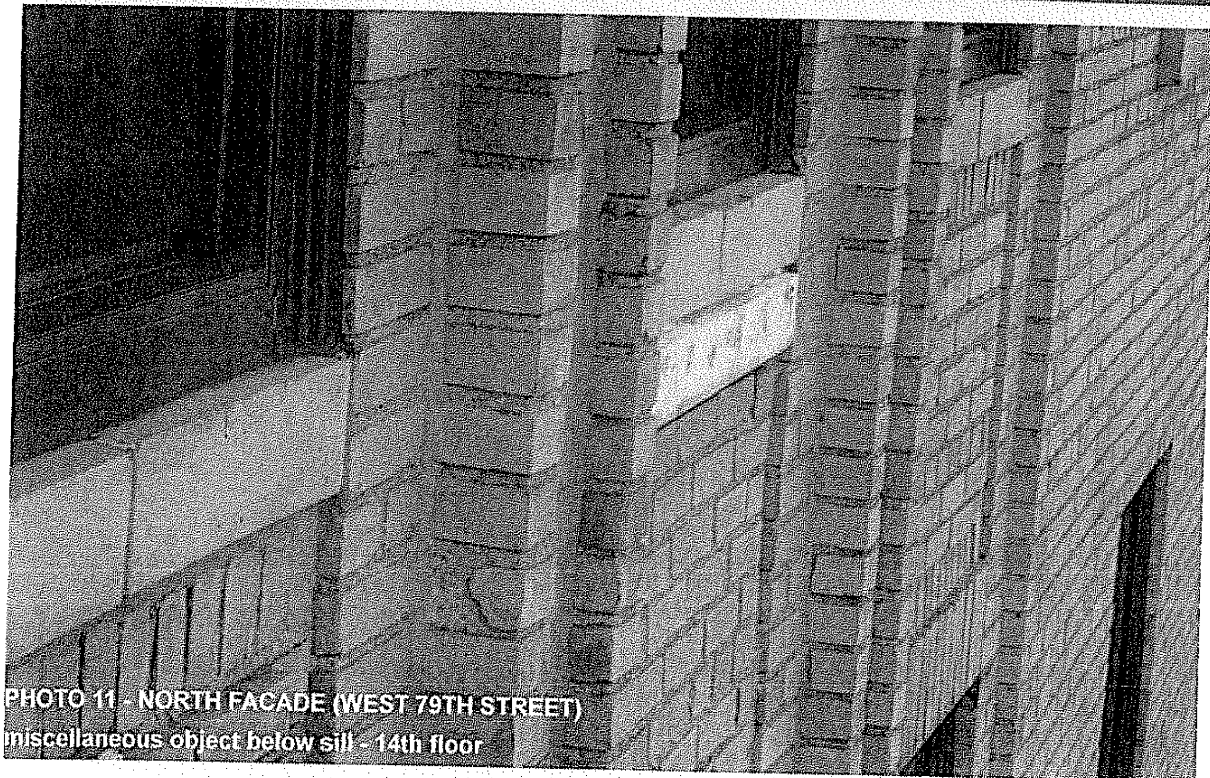
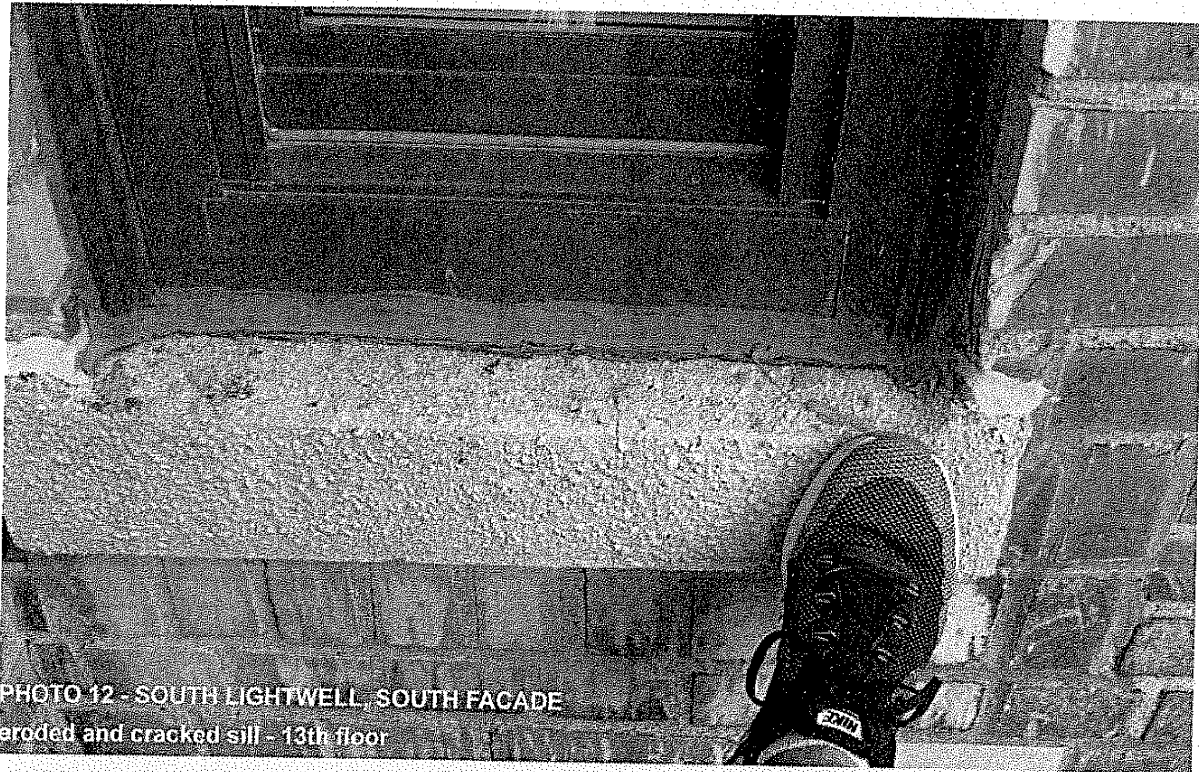


PHOTO 11 - NORTH FACADE (WEST 79TH STREET)
miscellaneous object below sill - 14th floor

PHOTOGRAPHS - EXTERIOR FACADES



CLASSIFICATION OF THE BUILDING FOR THE CURRENT FILING CYCLE

The building is currently classified as: **SWARMP**

INSPECTION NOTES

The purpose of this report is to provide a critical examination of the building exterior as defined by Section 28-302.1 of the Administrative Code of New York, Amended Rule 32-03, and related rules. The undersigned Architect, a Qualified Exterior Wall Inspector (QEWI) as defined in Section 101-07 of the rules of the Building Department, has been retained to perform the critical examination and file a written report of the examination at the conclusion of periodic inspections. The report renders an opinion as to the condition of the exterior only as of the dates on which the examination was conducted. The owner is advised to have follow-up inspection reports filed after repair work is performed.

The architect assumes no responsibility for the adequacy of the design or construction of the original building; nor for the adequacy of installations, alterations, maintenance or repair work either performed in the past, present, future by contractors or maintenance personnel; nor for any construction details which are not visible. Nothing in this report should be construed as warranty of any nature by the Architect relative to any of these items.

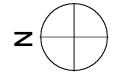
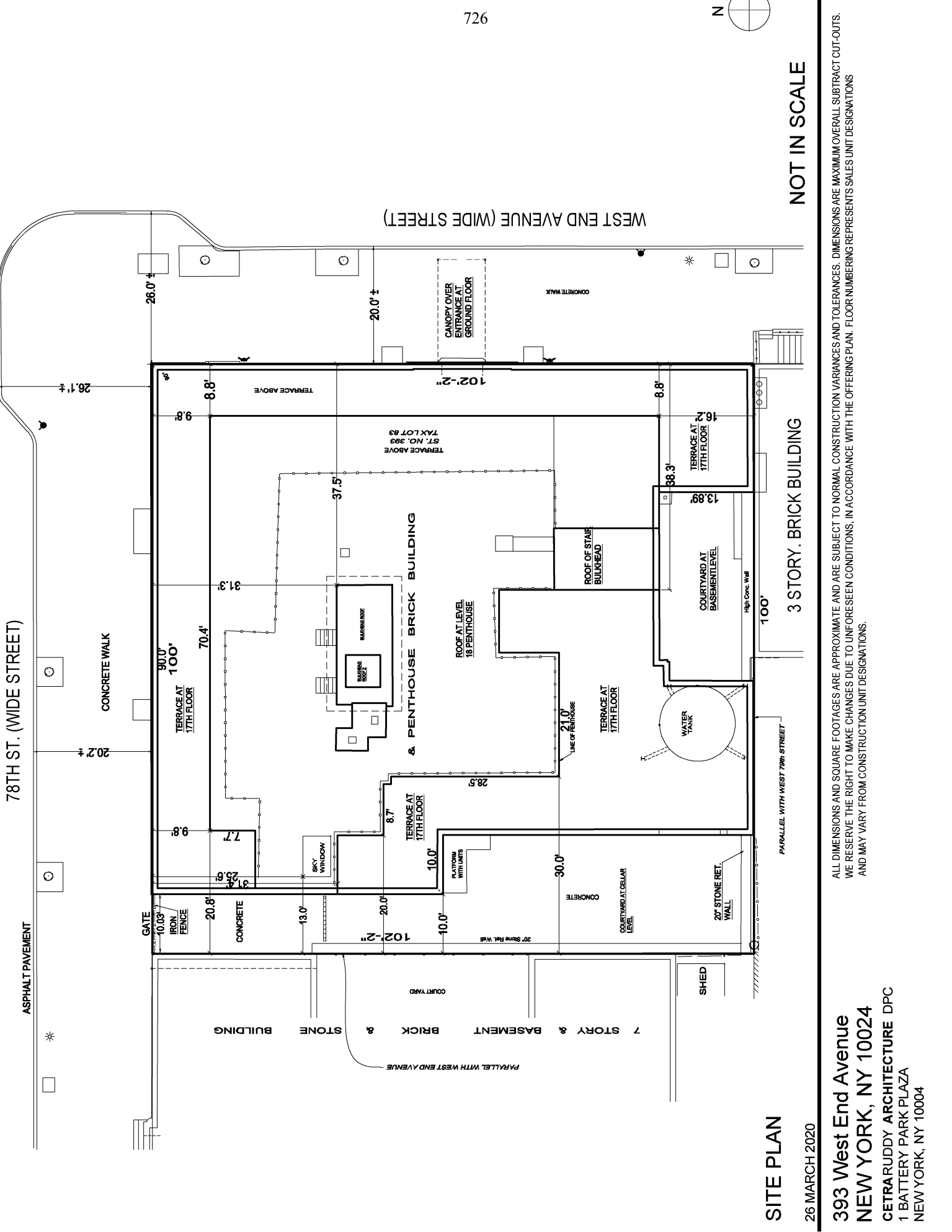
This report is not a specification for repairs. Proper specifications should be prepared by a licensed professional for any recommended repair work and such work should be inspected by a responsible professional. The Architect's responsibility is limited solely to that of critical examination, preparation, and filing of this report. No statement in this report is intended to extend the Architect's services or liability beyond that required under the NYC Facade Inspection and Safety Program.

All dimensions of building height, location, and size are approximate within the accuracy requirements of the report and are not to be used for other purposes. As described in the report, this examination was a visual inspection utilizing methods and techniques approved for Facade Inspection and Safety Program examinations.

A copy of this report has been provided to the Owner prior to filing with the NYC Department of Buildings. A copy of this report should be kept with the Owner for future use.

Report prepared by: Scott Kamen, AIA
Kamen Tall Architects

FLOOR PLANS



NOT IN SCALE

3 STORY. BRICK BUILDING

SITE PLAN

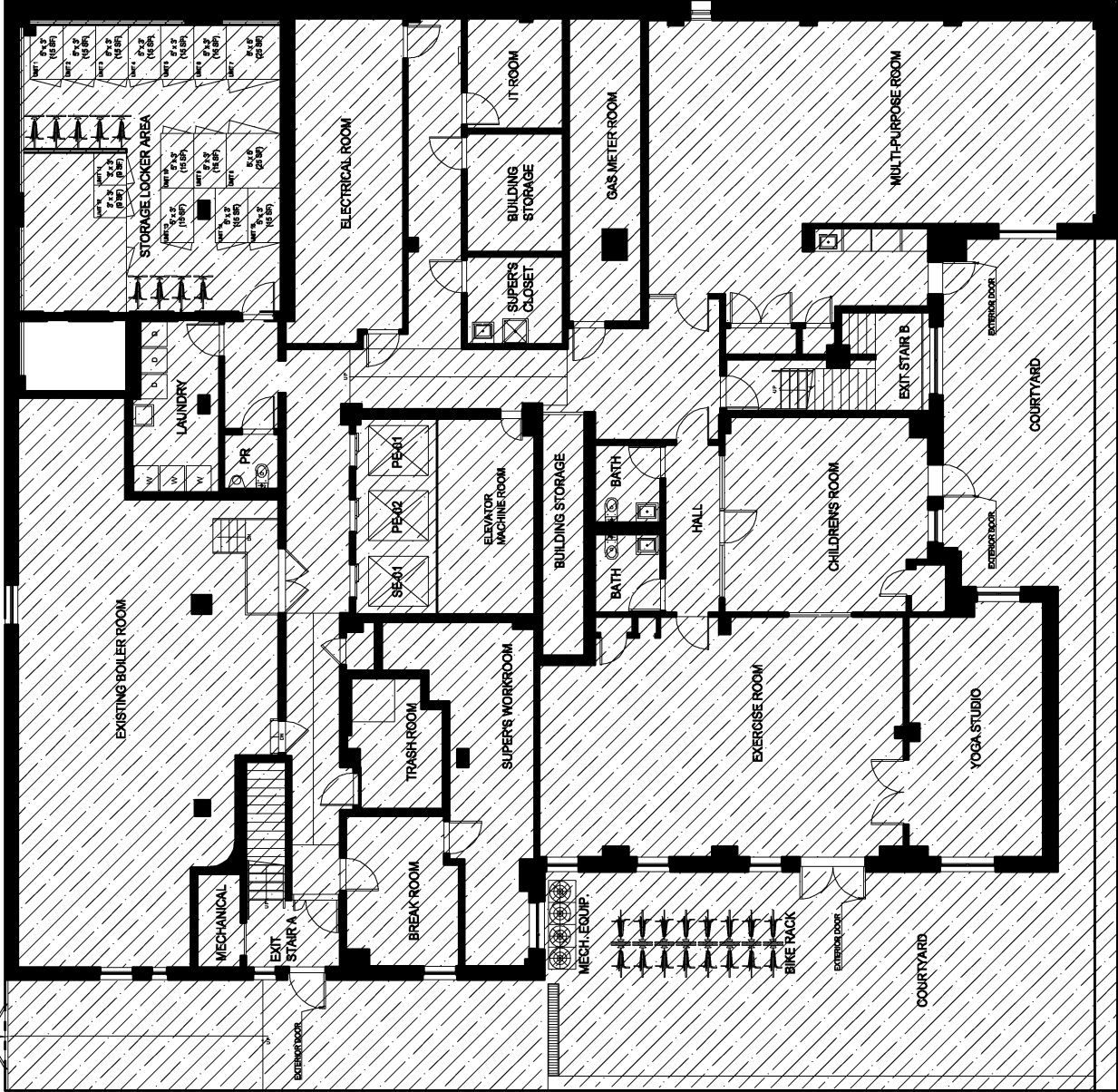
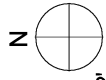
26 MARCH 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

LEGEND

- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED ELEMENT

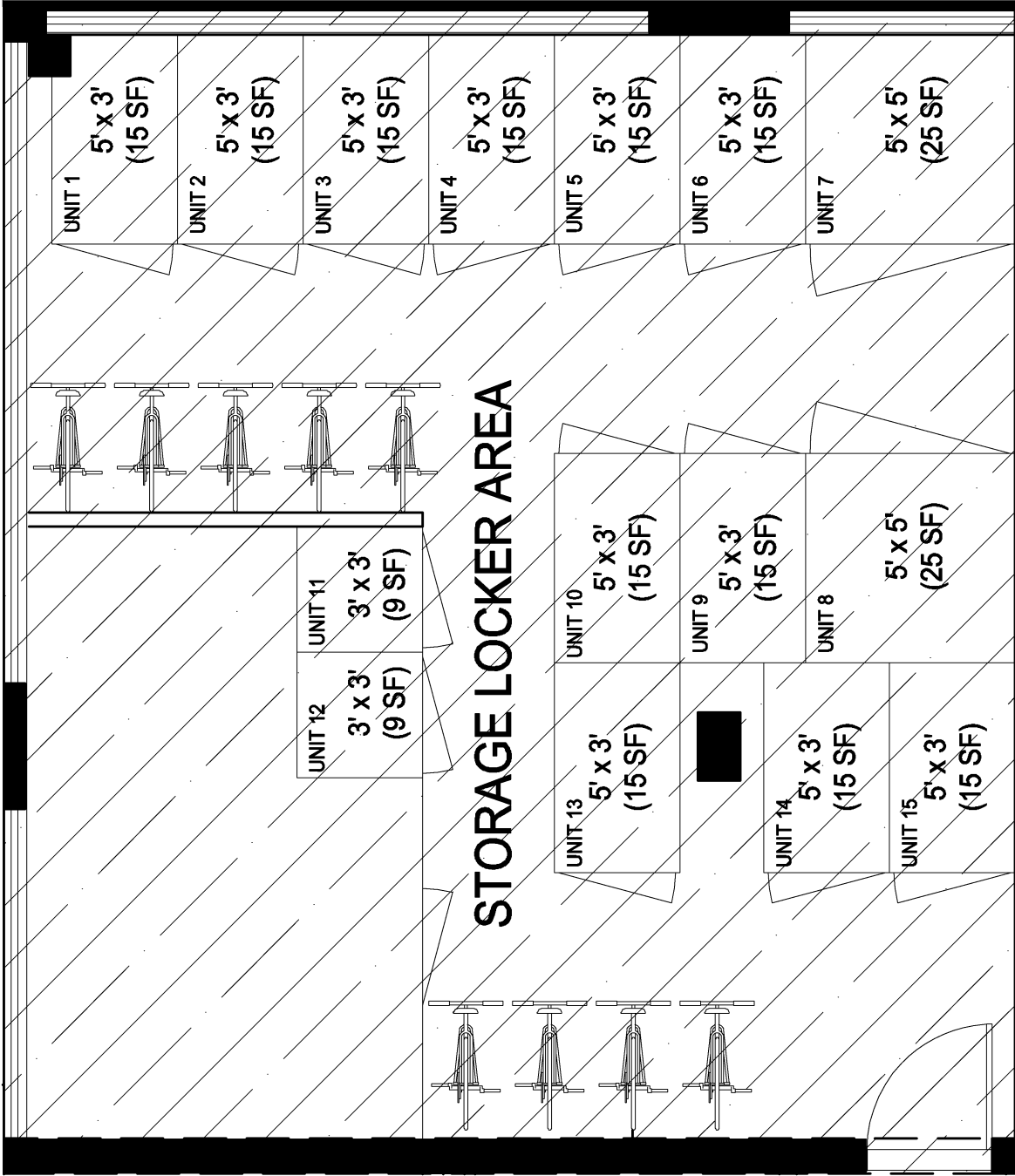


CELLAR KEY PLAN

26 MARCH 2020

**393 West End Avenue
NEW YORK, NY 10024**
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

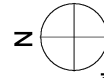


STORAGE PLAN

26 MARCH 2020

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

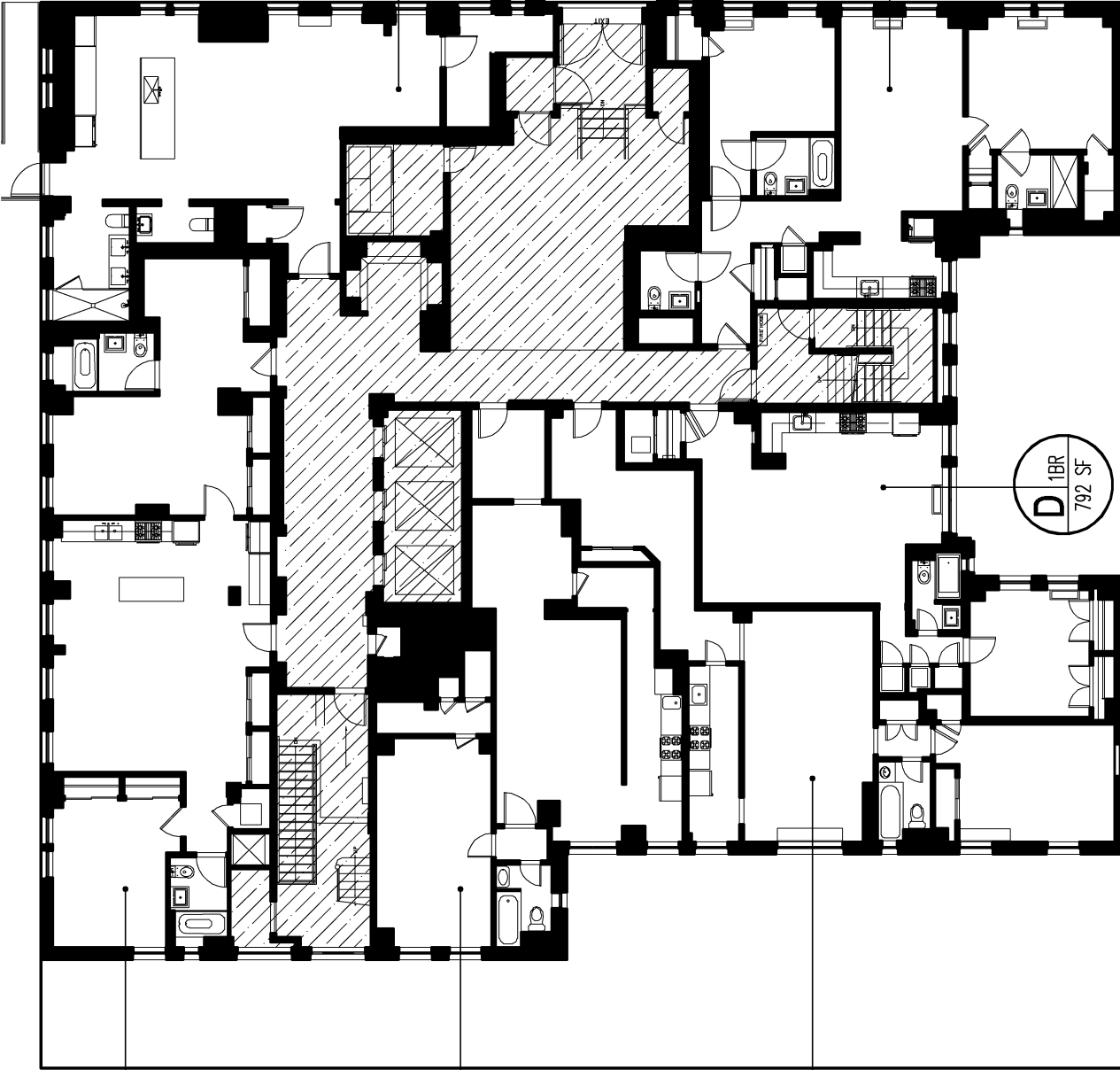


0' 4' 8' 16' 32'

LEGEND

RESIDENTIAL
COMMON ELEMENT

RESIDENTIAL
LIMITED ELEMENT



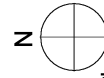
1ST FLOOR PLAN

14 JUNE 2019

**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

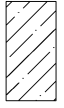
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



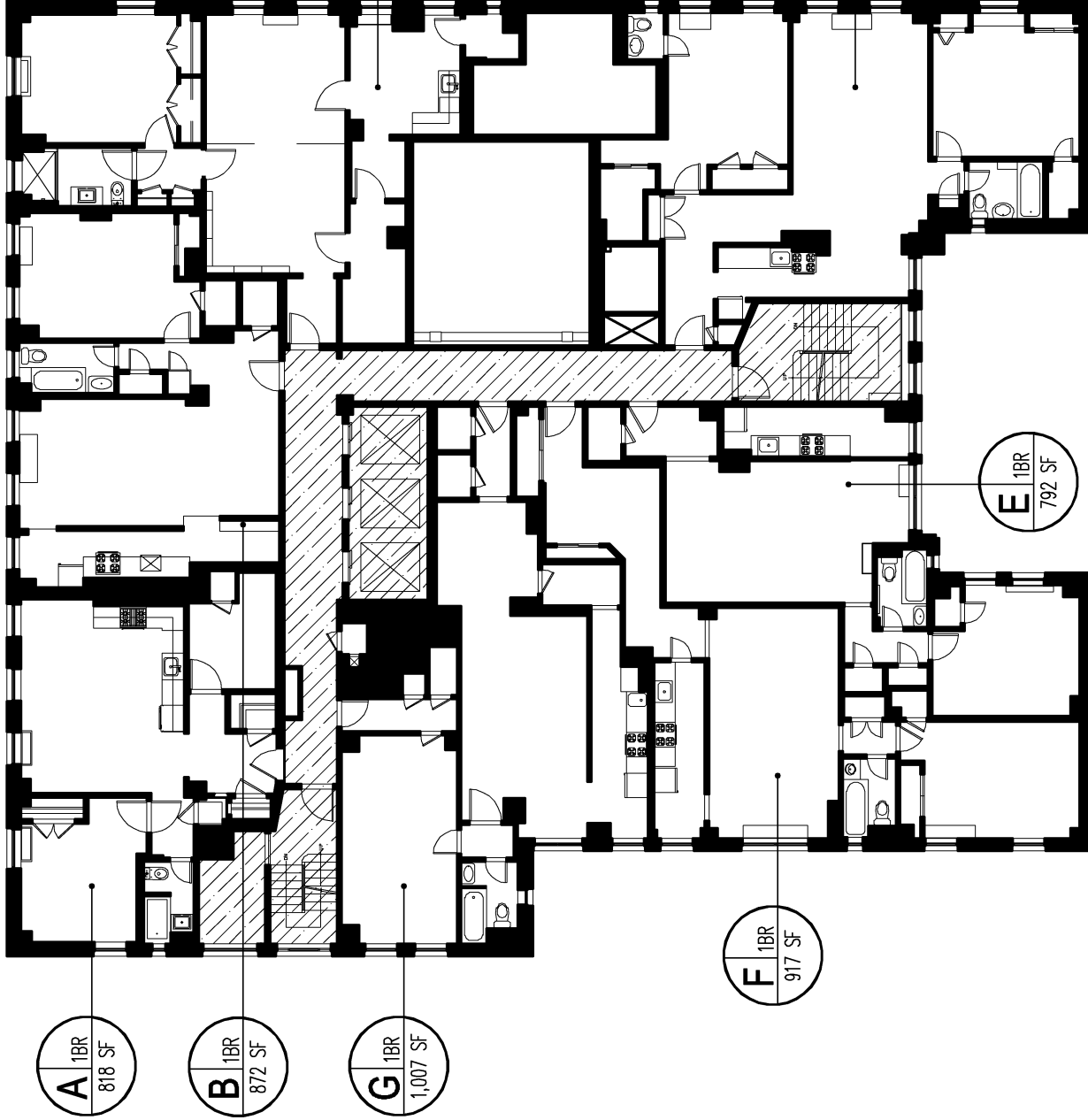
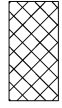
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LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



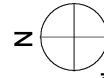
2ND FLOOR PLAN

14 JUNE 2019

**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

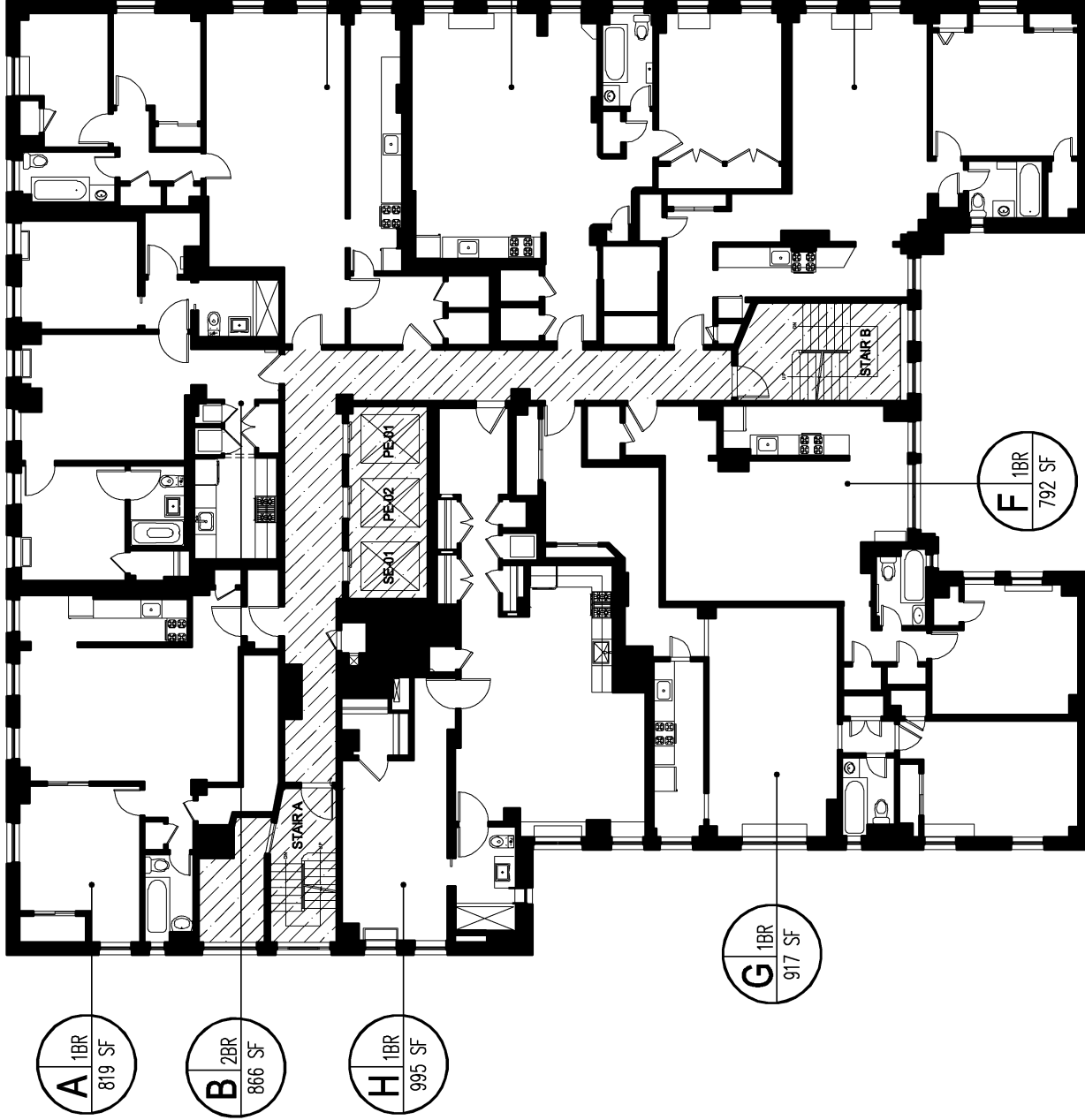


0' 4' 8' 16' 32'

LEGEND

RESIDENTIAL COMMON
ELEMENT

RESIDENTIAL LIMITED
ELEMENT



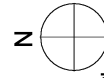
3RD FLOOR PLAN

26 MARCH 2020

**393 West End Avenue
NEW YORK, NY 10024**

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

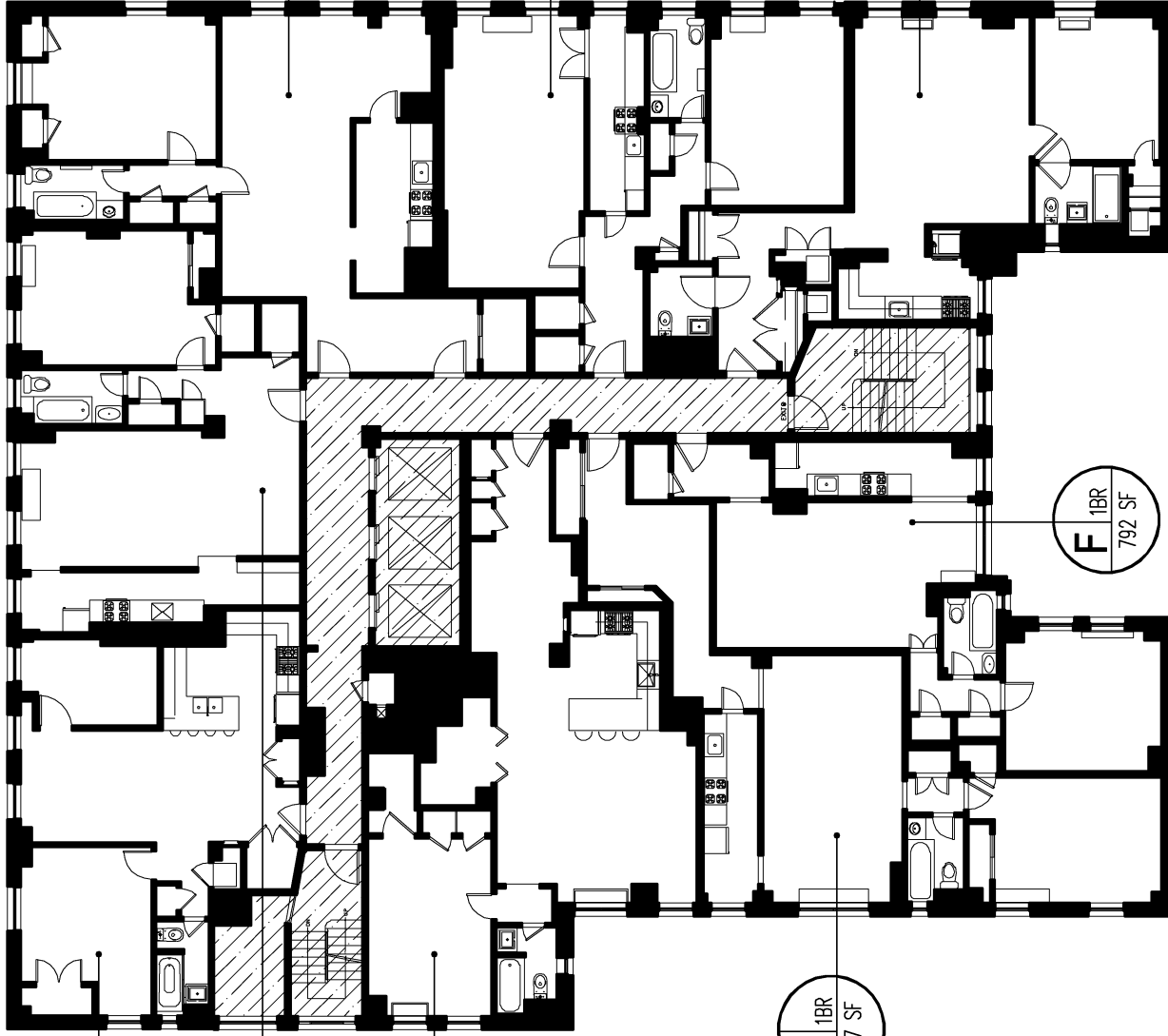


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LEGEND

RESIDENTIAL
COMMON ELEMENT

RESIDENTIAL
LIMITED ELEMENT



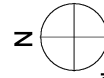
4TH FLOOR PLAN

14 JUNE 2019

**393 West End Avenue
NEW YORK, NY 10024**

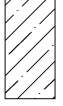
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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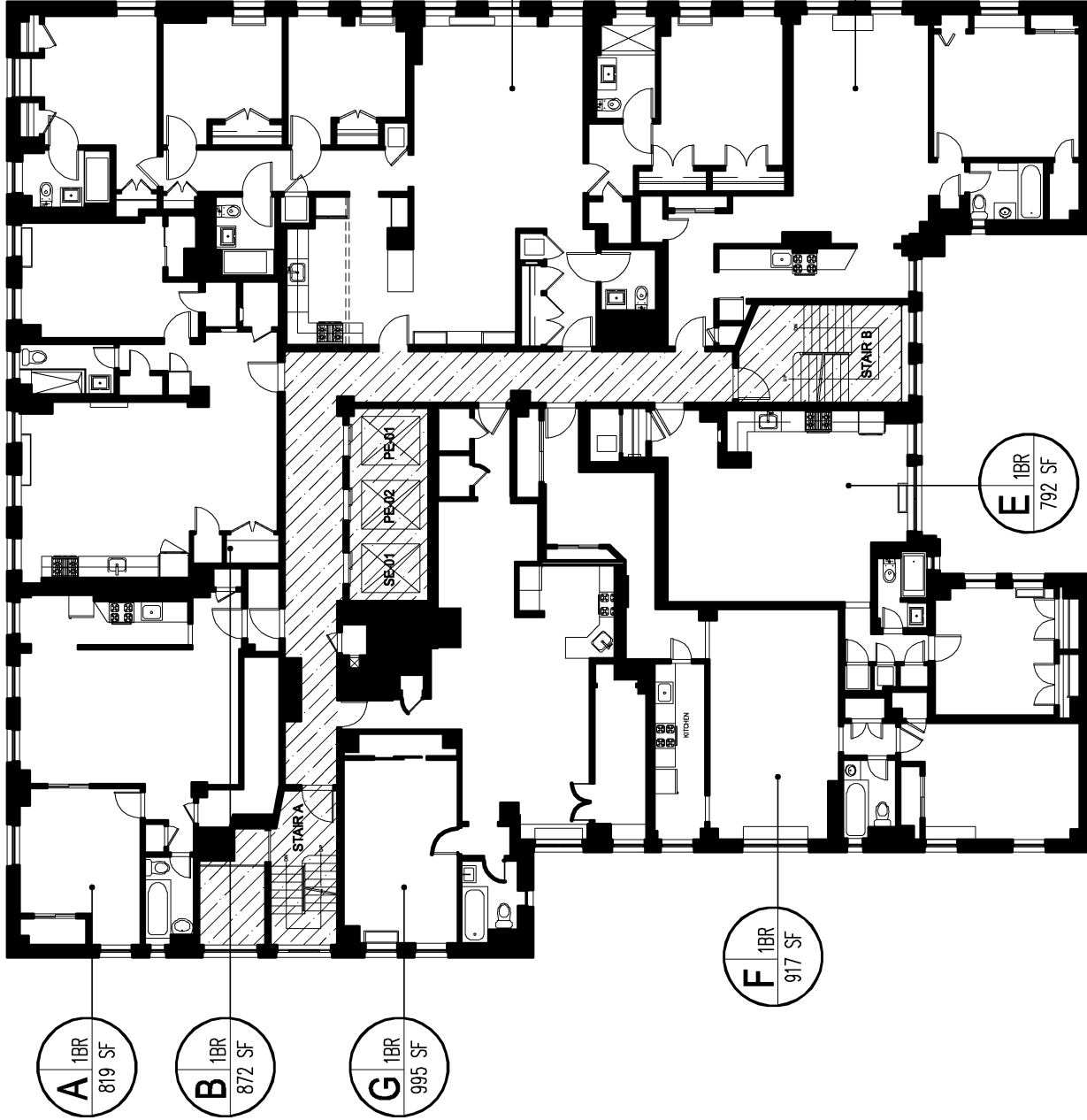


LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



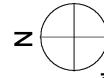
5TH FLOOR PLAN

26 MARCH 2020

393 West End Avenue
NEW YORK, NY 10024

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

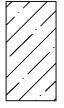
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



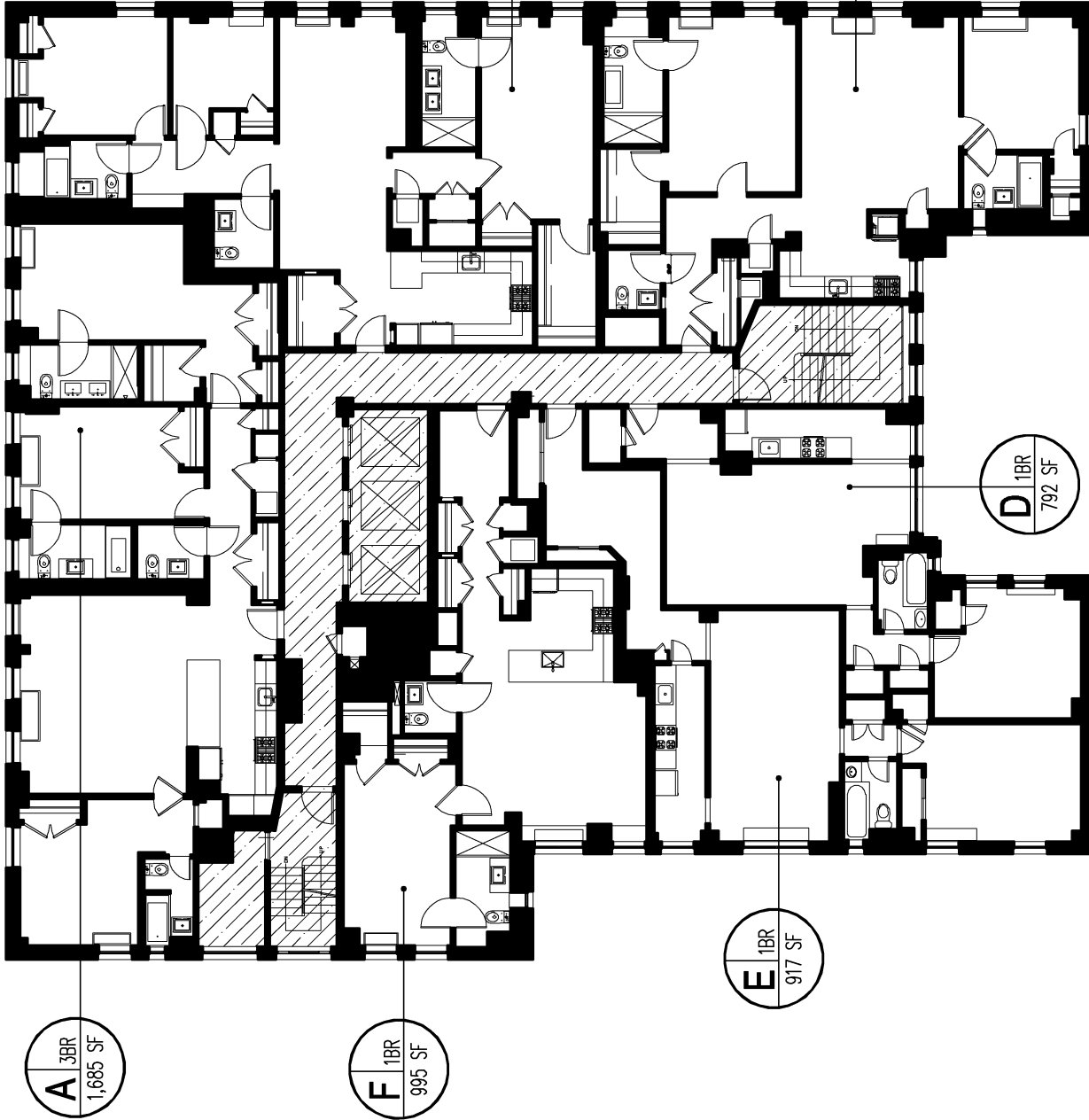
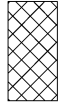
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LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



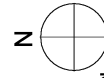
6TH FLOOR PLAN

14 JUNE 2019

**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

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0' 4' 8' 16' 32'

LEGEND

RESIDENTIAL COMMON
ELEMENT

RESIDENTIAL LIMITED
ELEMENT



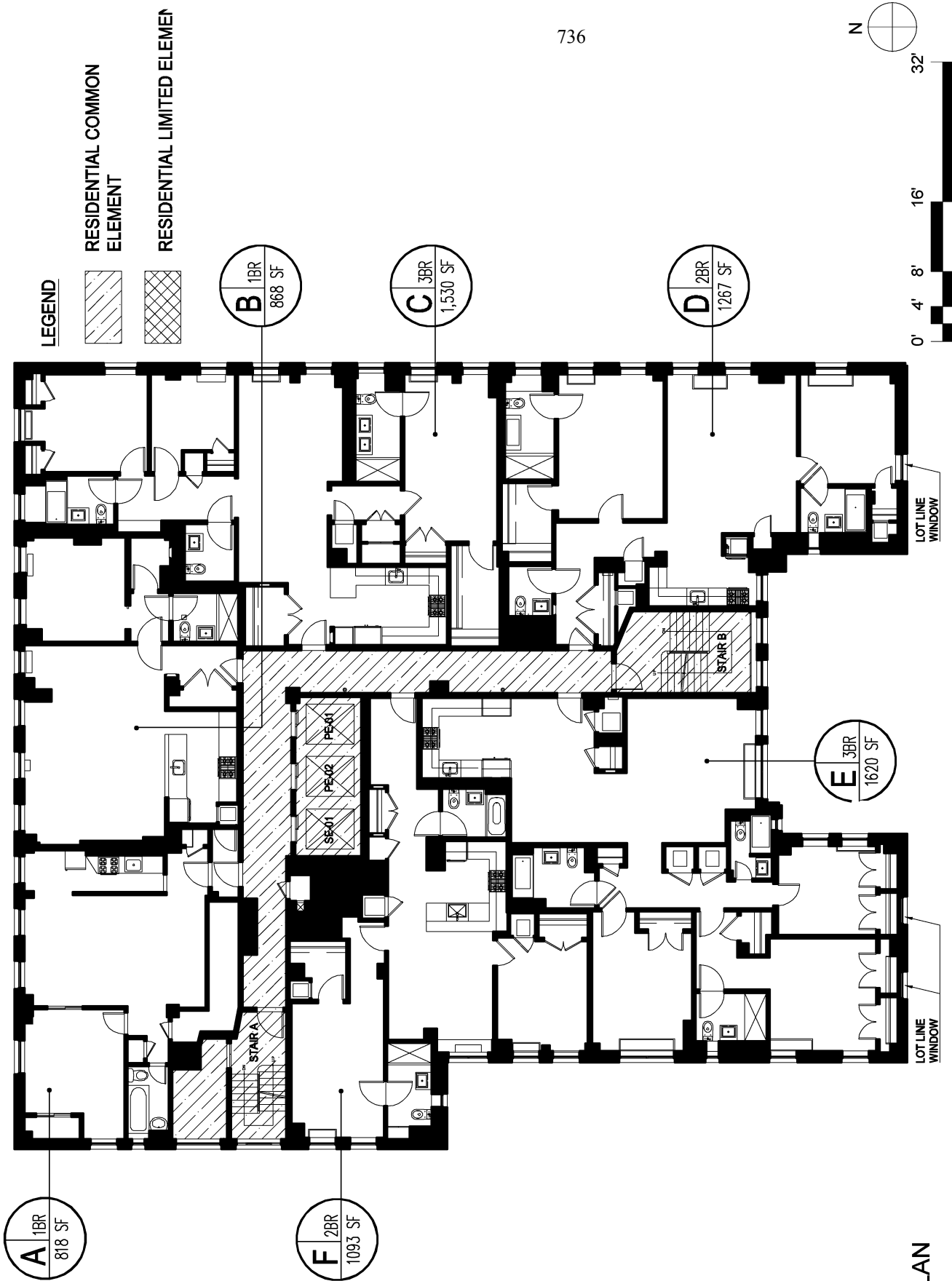
7TH FLOOR PLAN

26 MARCH 2020

**393 West End Avenue
NEW YORK, NY 10024**

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



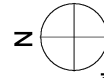
8TH FLOOR PLAN

26 MARCH 2020

393 West End Avenue
NEW YORK, NY 10024

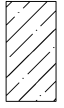
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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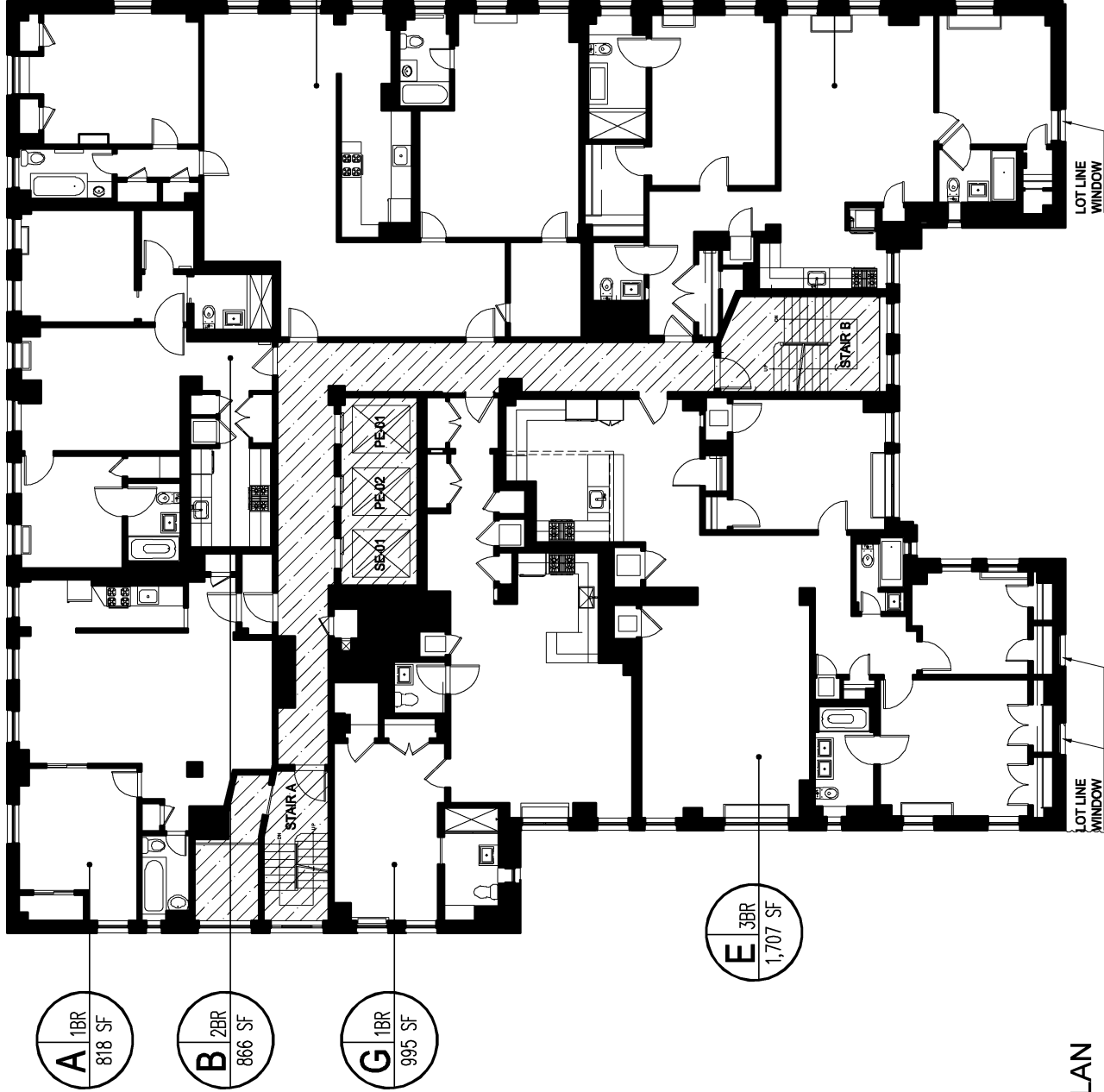
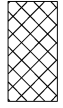


LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



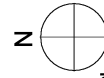
9TH FLOOR PLAN

06 FEBRUARY 2020

393 West End Avenue
NEW YORK, NY 10024

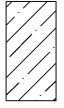
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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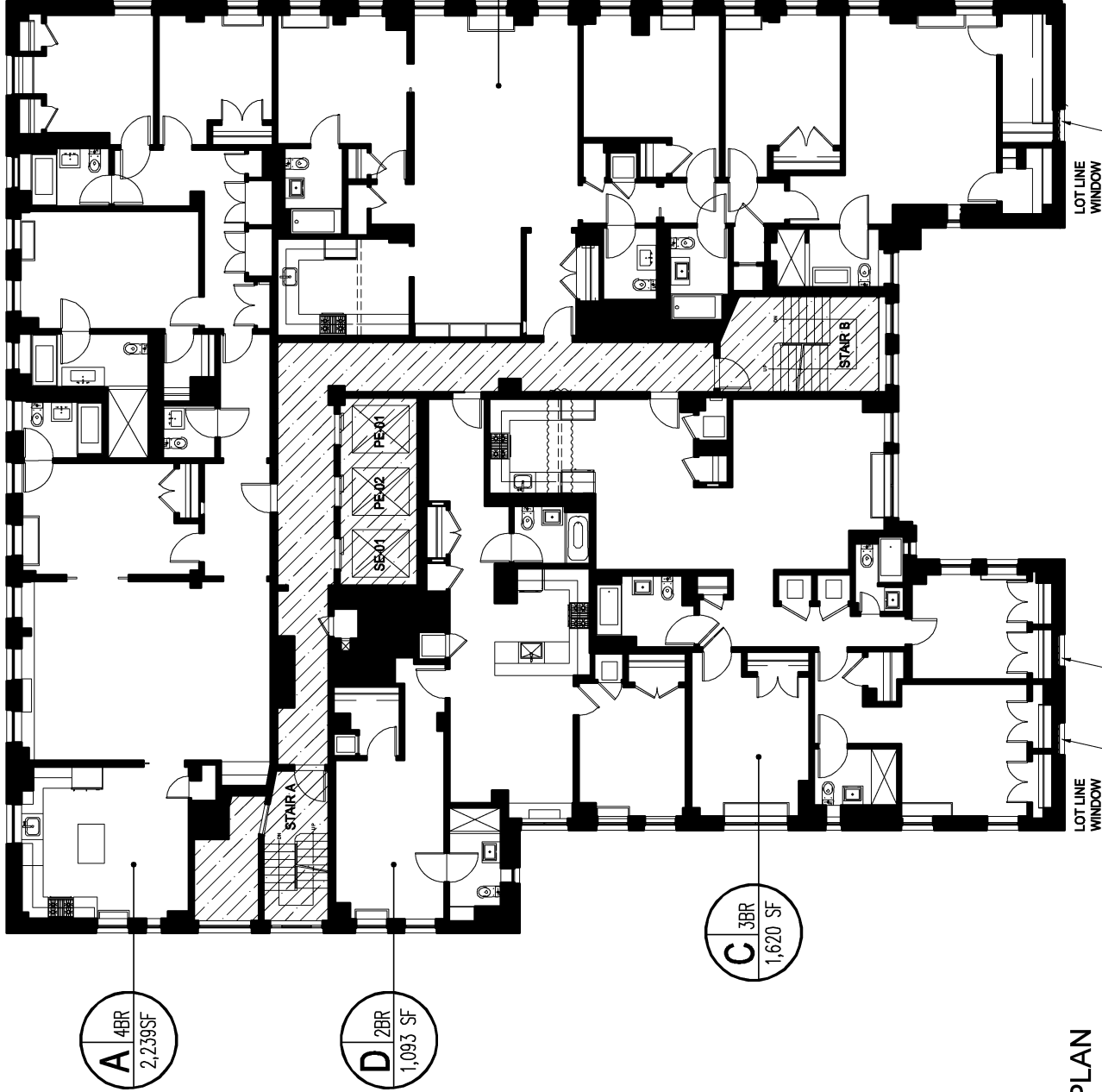


LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



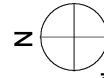
10TH FLOOR PLAN

06 FEBRUARY 2020

**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

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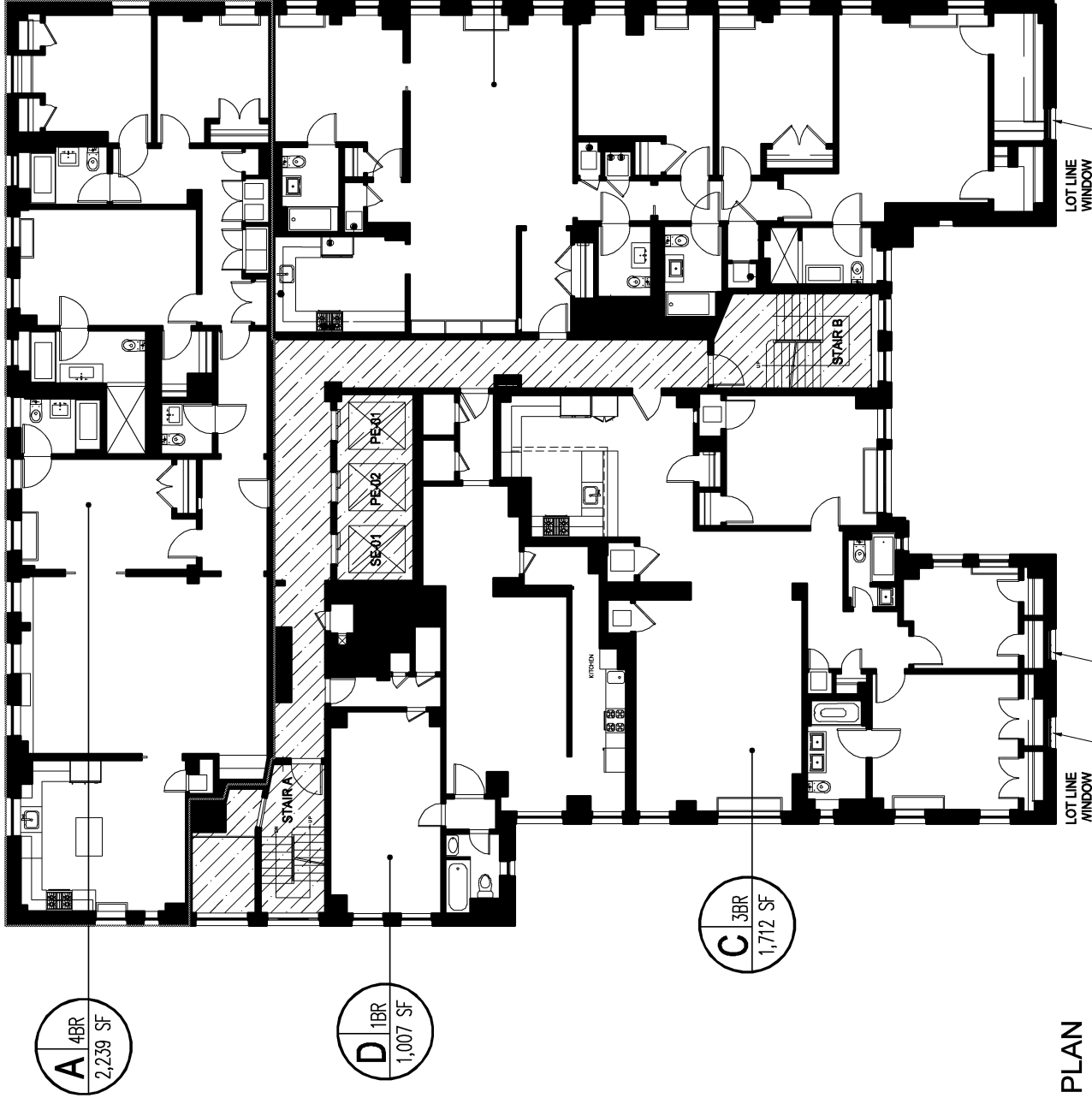


0' 4' 8' 16' 32'

LEGEND

RESIDENTIAL COMMON
ELEMENT

RESIDENTIAL LIMITED
ELEMENT



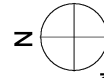
11TH FLOOR PLAN

06 FEBRUARY 2020

393 West End Avenue
NEW YORK, NY 10024

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

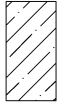
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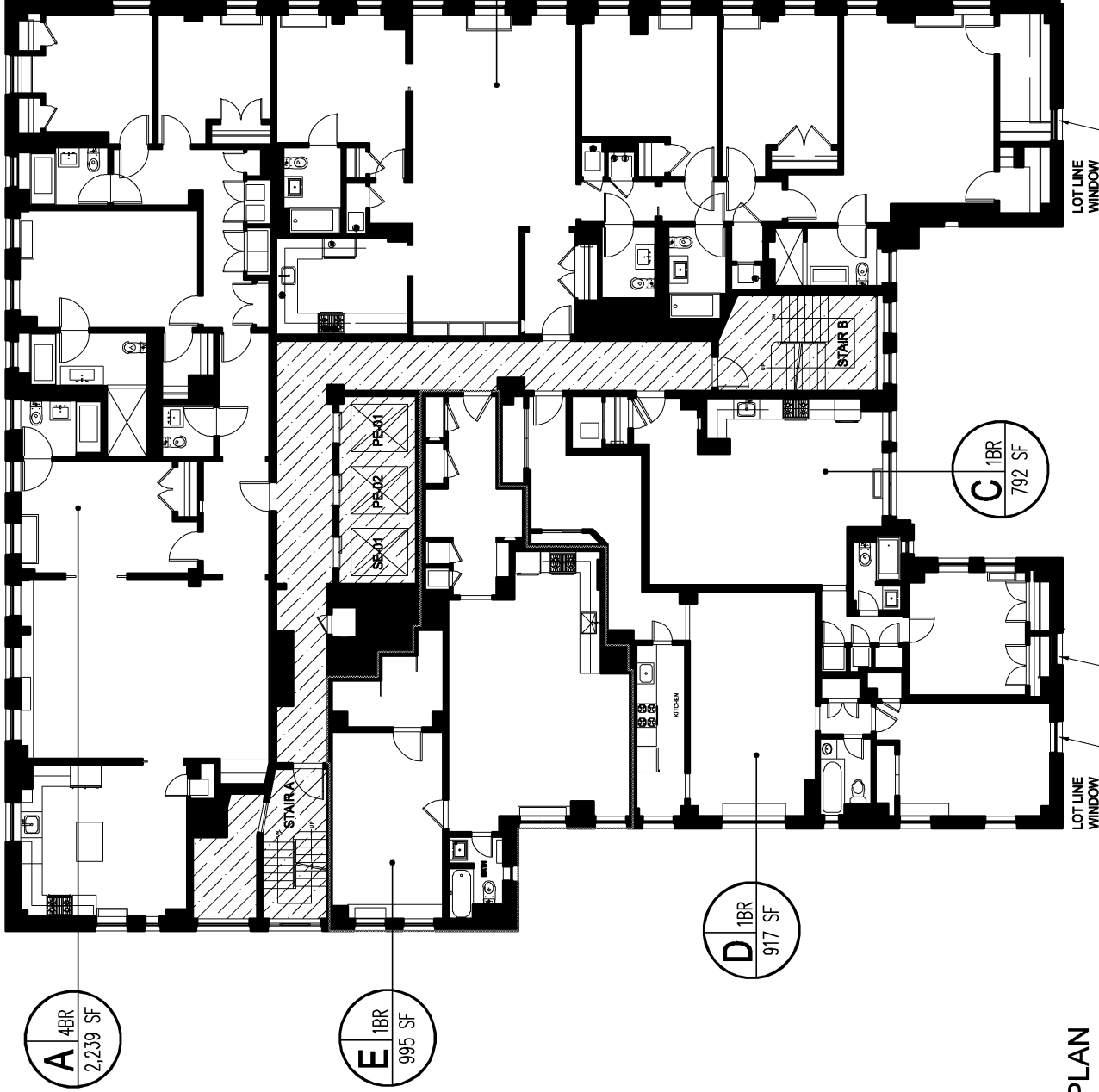
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LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT

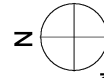


12TH FLOOR PLAN

06 FEBRUARY 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

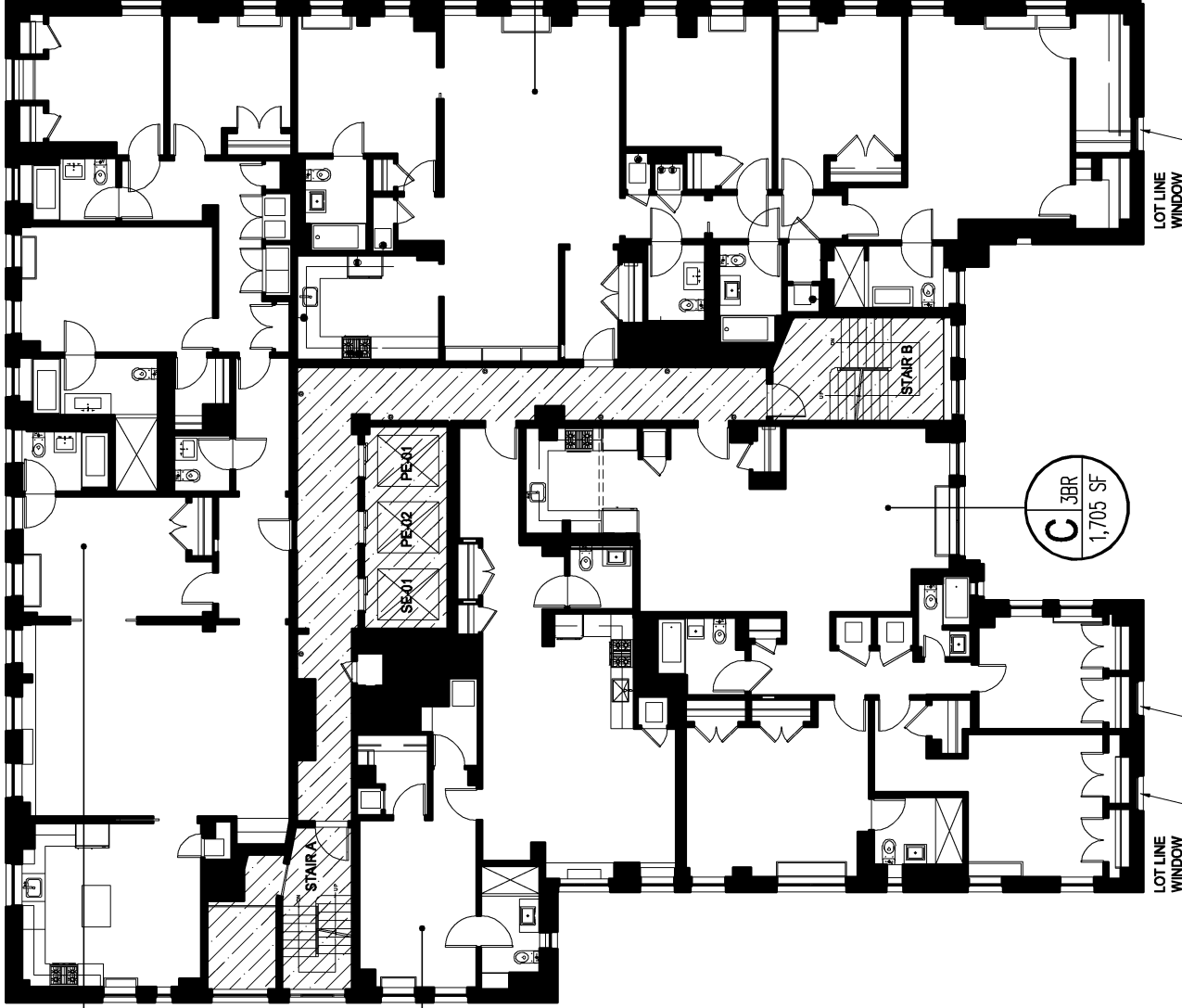


0' 4' 8' 16' 32'

LEGEND

RESIDENTIAL
COMMON ELEMENT

RESIDENTIAL
LIMITED ELEMENT



A 4BR
2,239 SF

D 1BR
995 SF

B 4BR
2,250 SF

C 3BR
1,705 SF

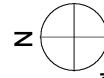
14TH FLOOR PLAN

26 MARCH 2020

393 West End Avenue
NEW YORK, NY 10024

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

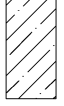
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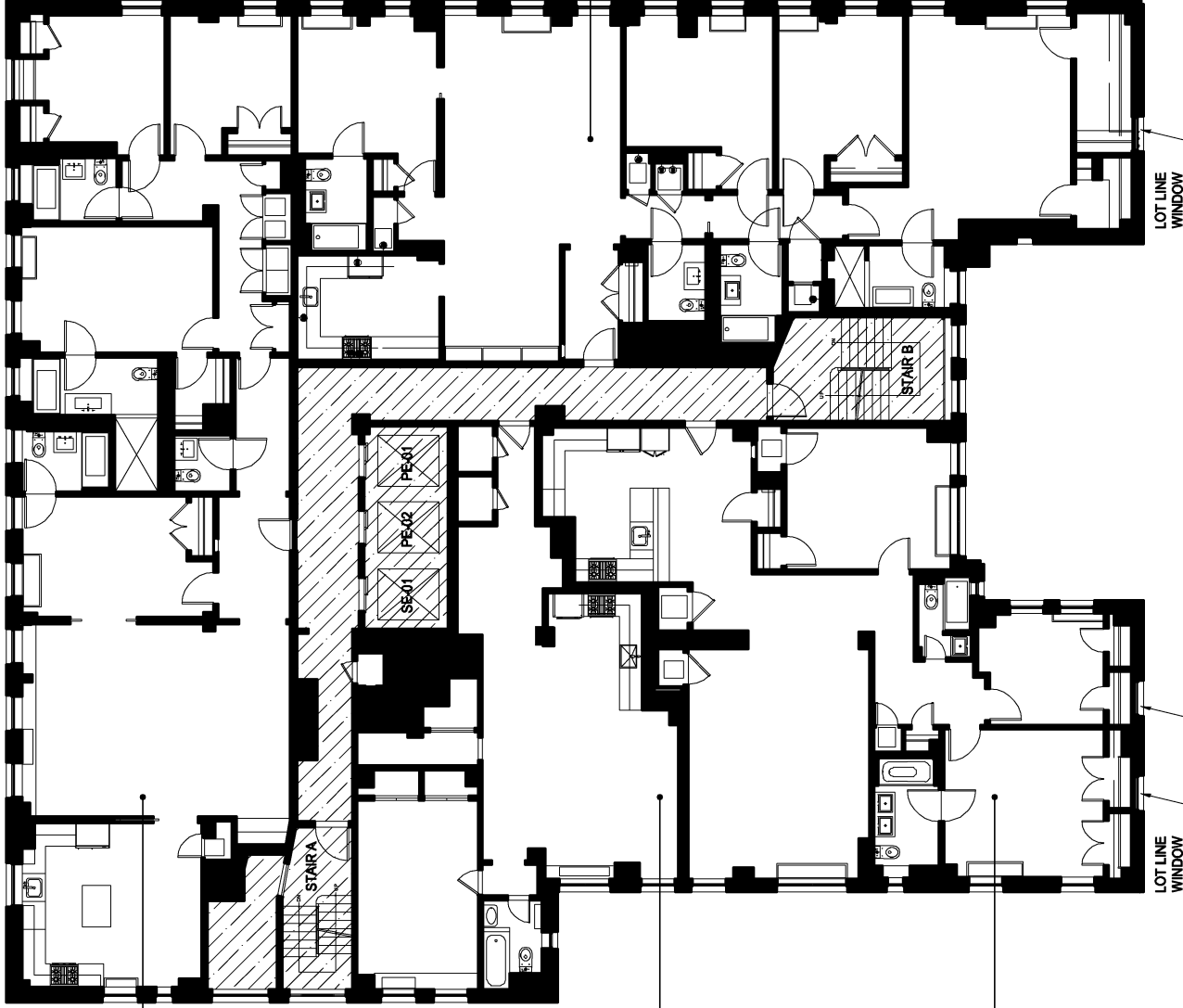
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LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



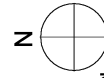
15TH FLOOR PLAN

06 FEBRUARY 2020

**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

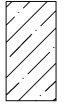
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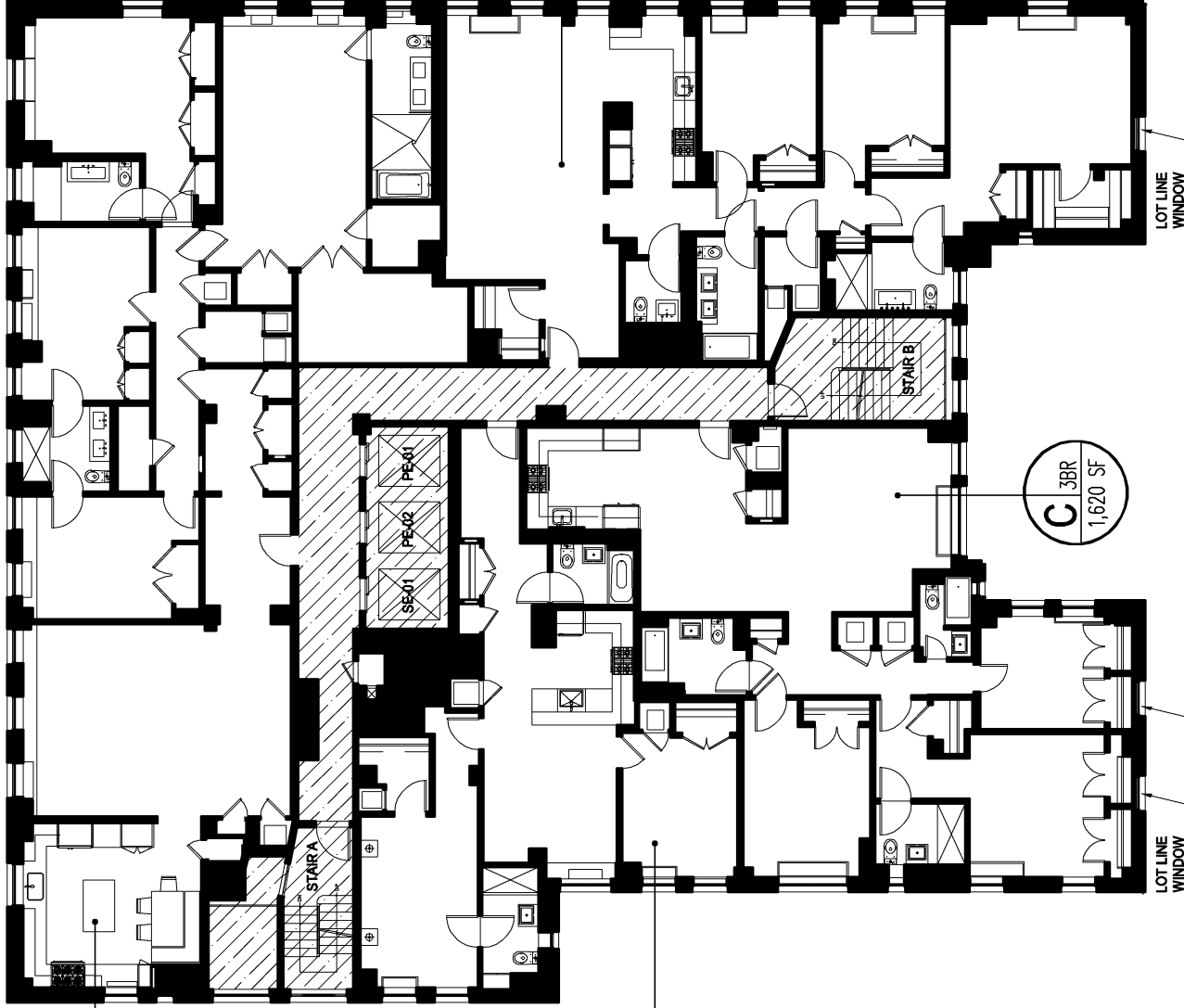
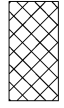
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LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT



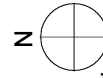
16TH FLOOR PLAN

06 FEBRUARY 2020

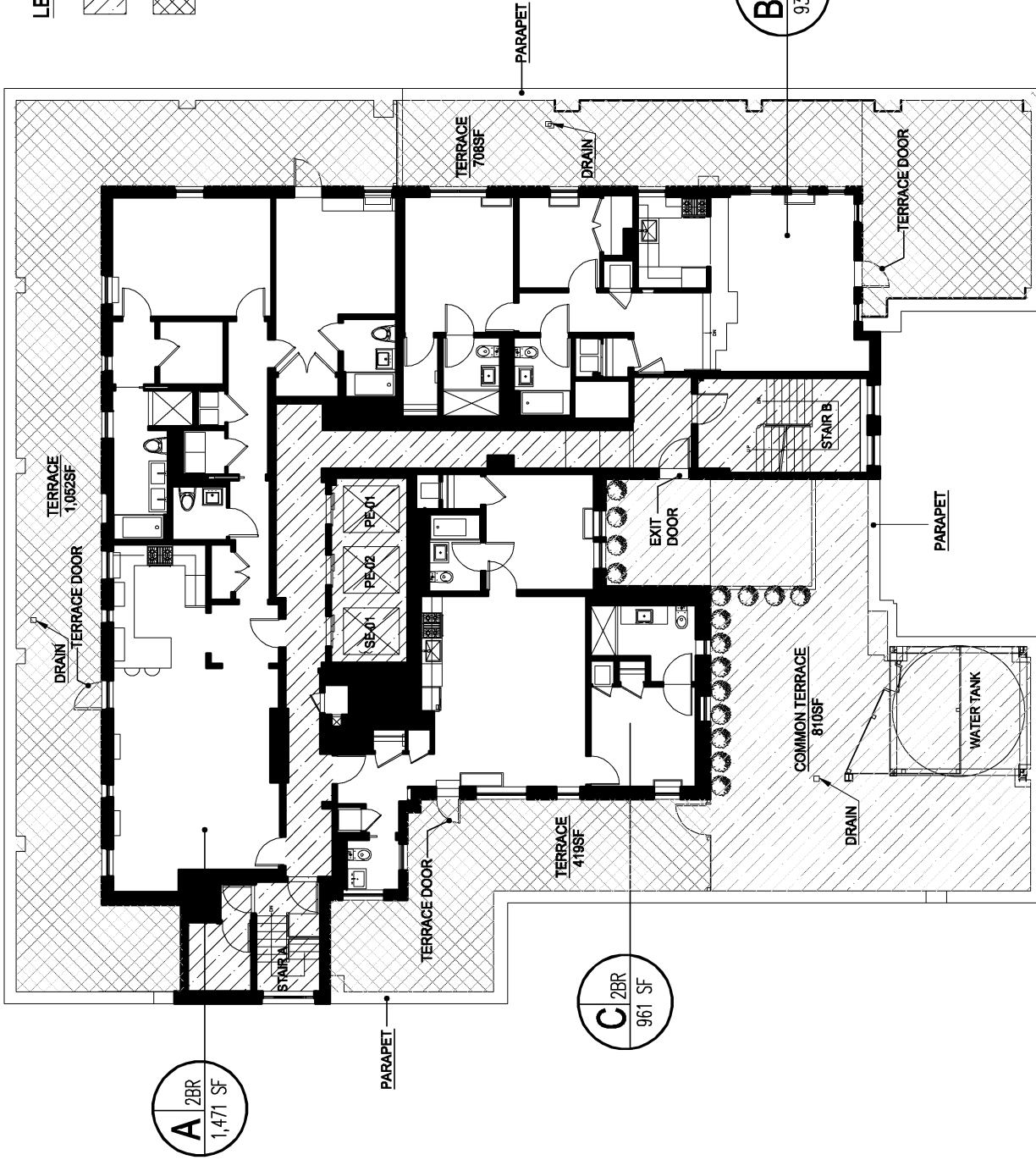
393 West End Avenue
NEW YORK, NY 10024

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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LEGEND



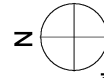
17TH FLOOR PLAN

26 MARCH 2020

**393 West End Avenue
NEW YORK, NY 10024**

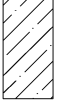
**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

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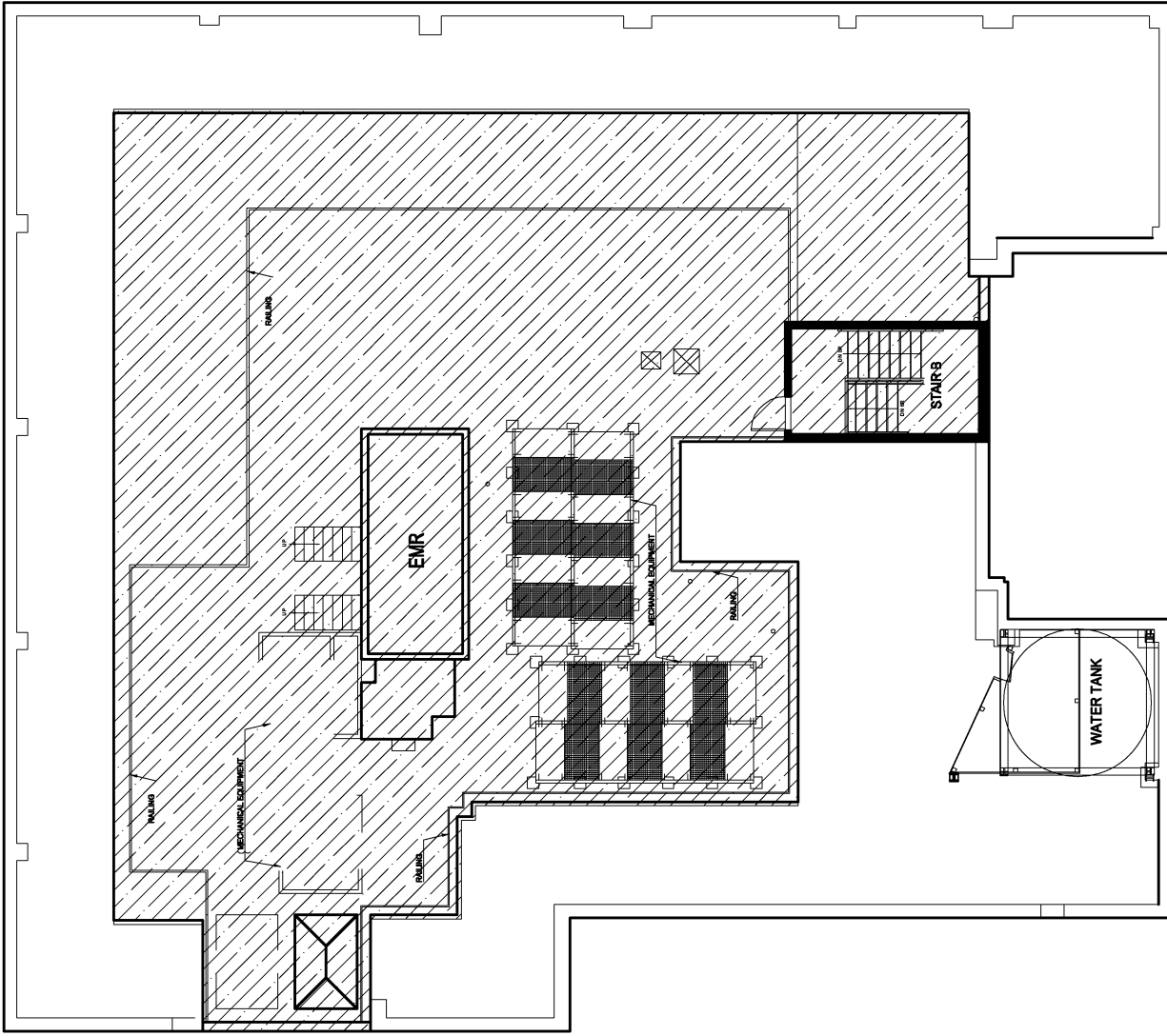


LEGEND

RESIDENTIAL COMMON
ELEMENT



RESIDENTIAL LIMITED
ELEMENT

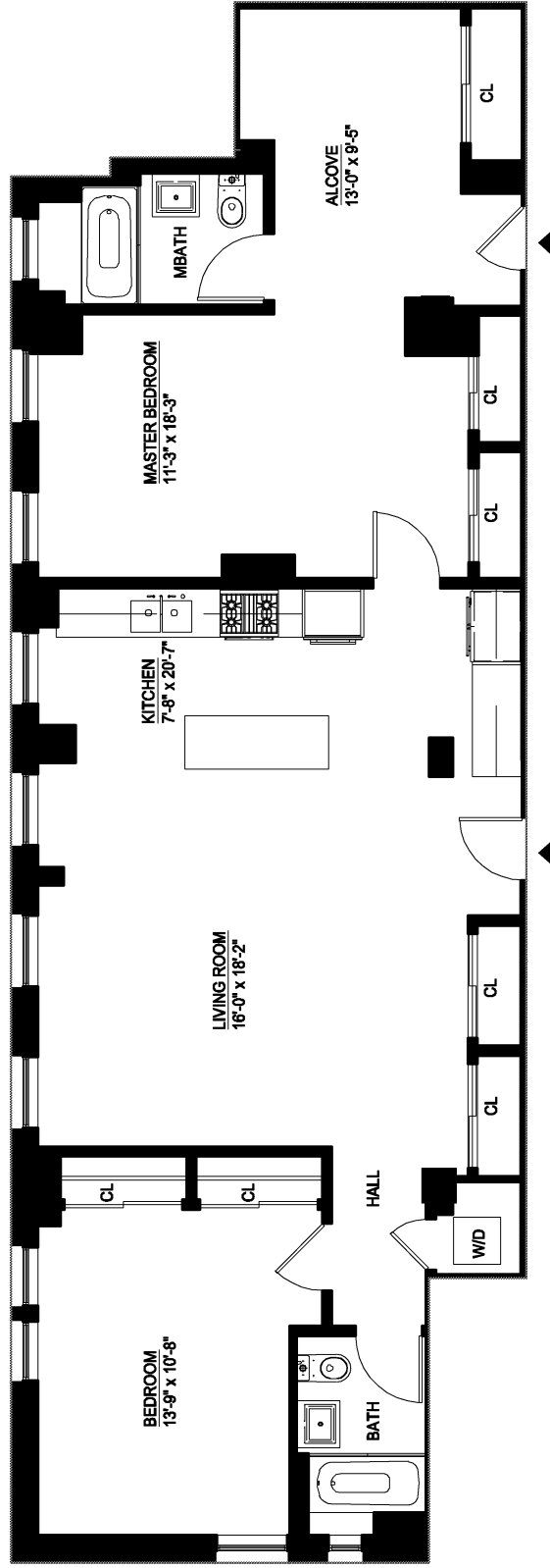


ROOF KEY PLAN

06 FEBRUARY 2020

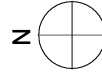
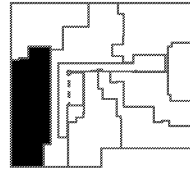
**393 West End Avenue
NEW YORK, NY 10024**
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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746

KEY PLAN

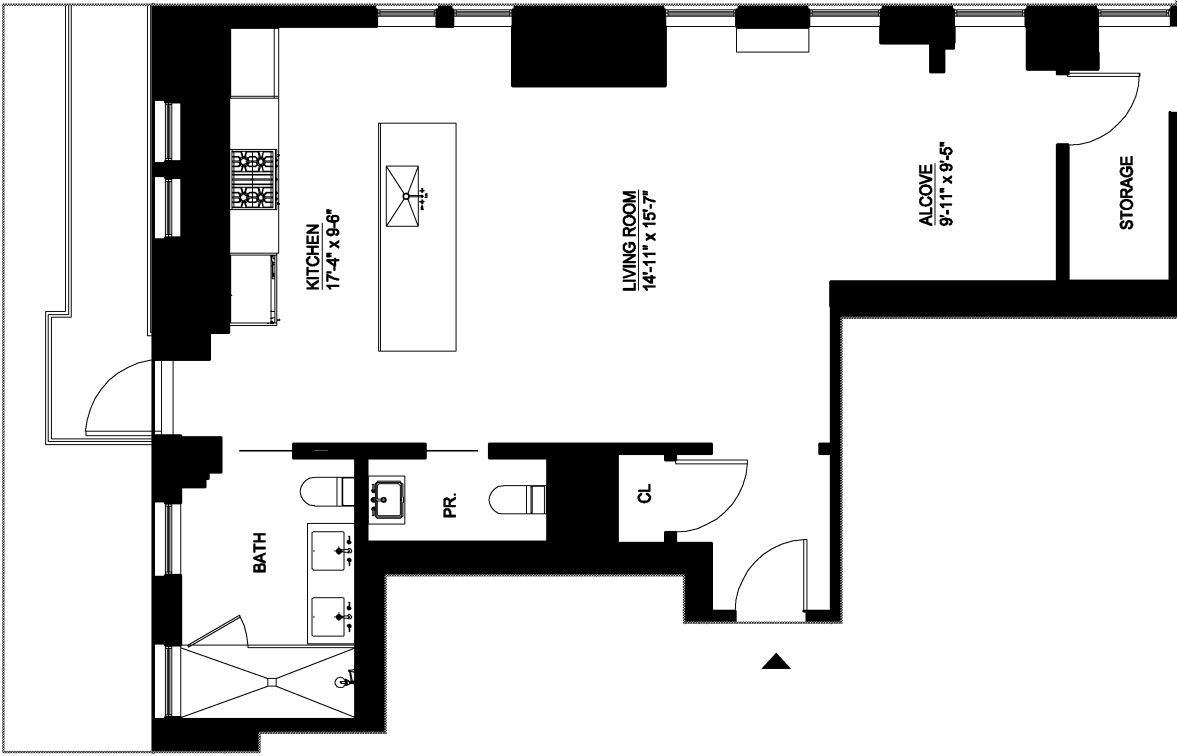


RESIDENTIAL UNIT: 1A

2 BEDROOM / 2 BATH
06 FEBRUARY 2020
UNIT AREA: 1,352 SF

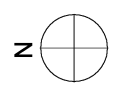
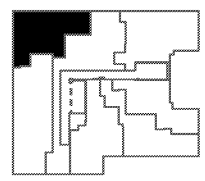
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



747

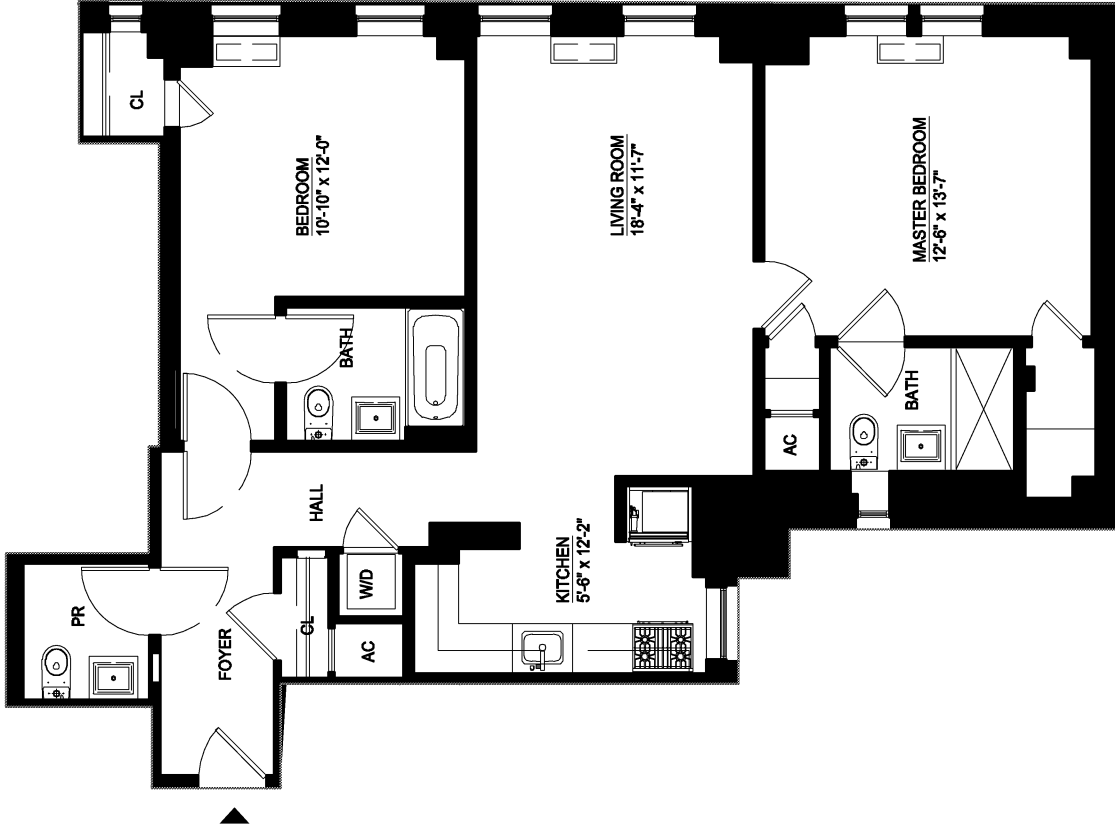
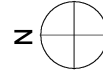
KEY PLAN



RESIDENTIAL UNIT: 1B
STUDIO / 1.5 BATH
06 FEBRUARY 2020
UNIT AREA: 947 SF

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

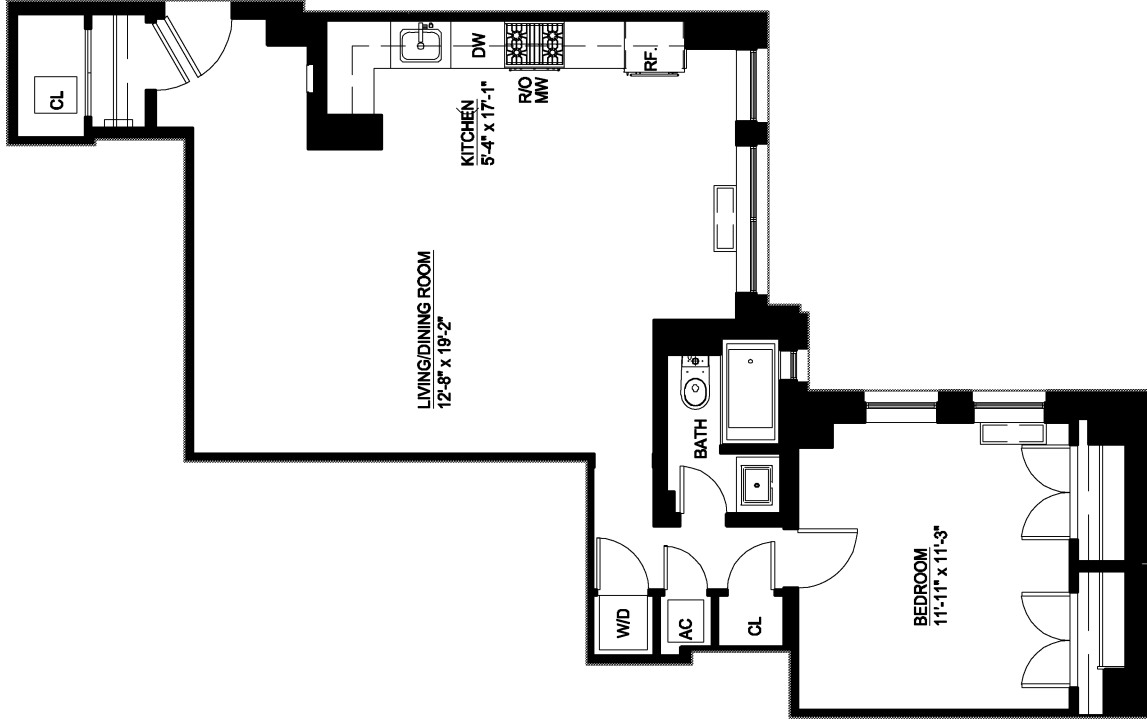


RESIDENTIAL UNIT: 1C

2 BEDROOM / 2.5 BATH
06 FEBRUARY 2020
UNIT AREA: 1,158 SF

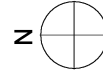
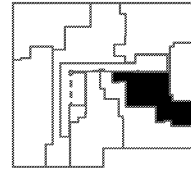
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



749

KEY PLAN



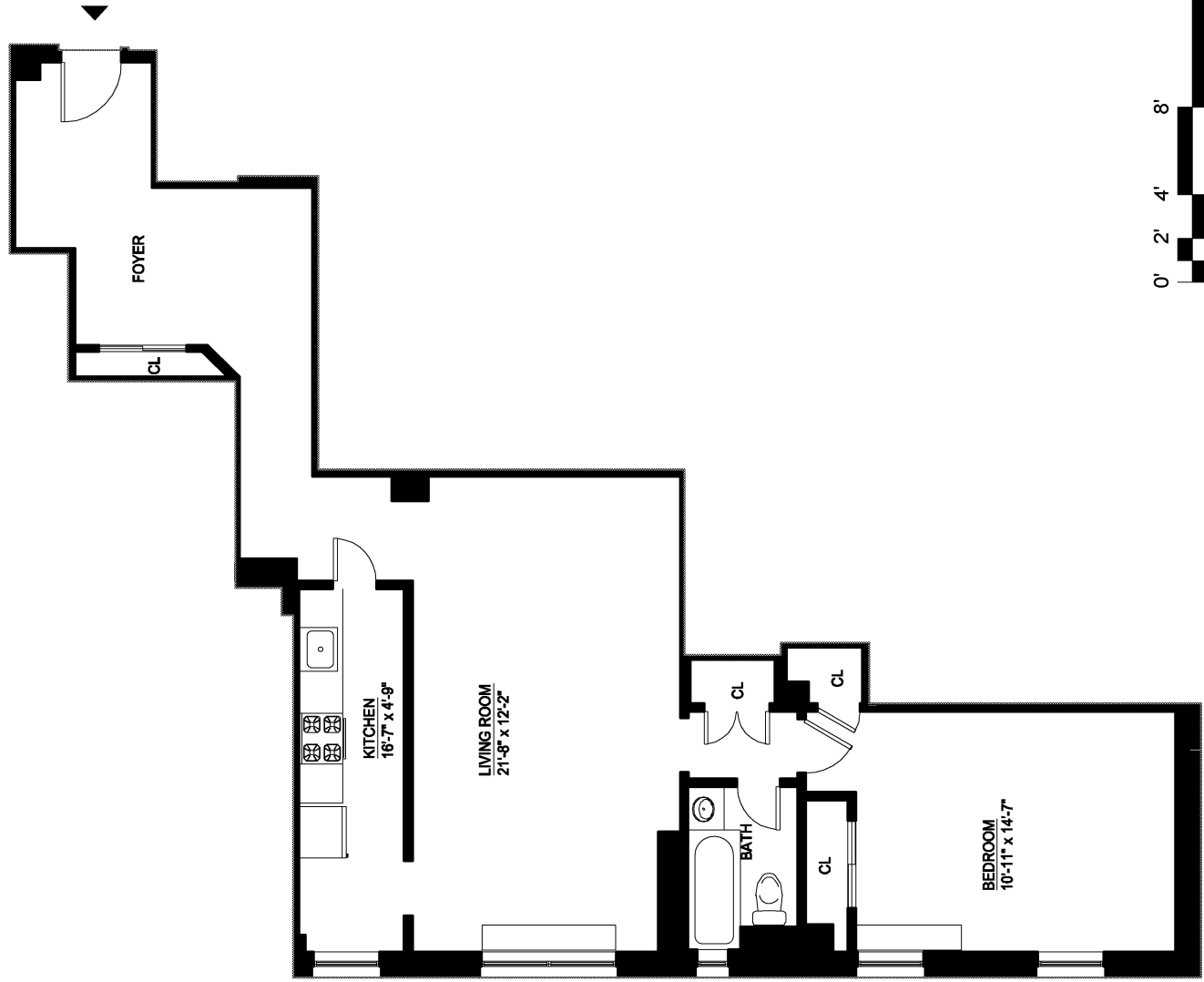
RESIDENTIAL UNIT: 1D,5E

1 BEDROOM / 1 BATH UNIT AREA: 792 SF
26 MAY 2020

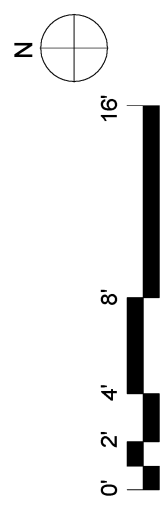
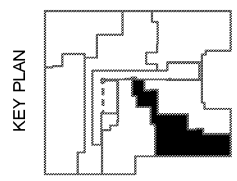
**393 West End Avenue
NEW YORK, NY 10024**

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



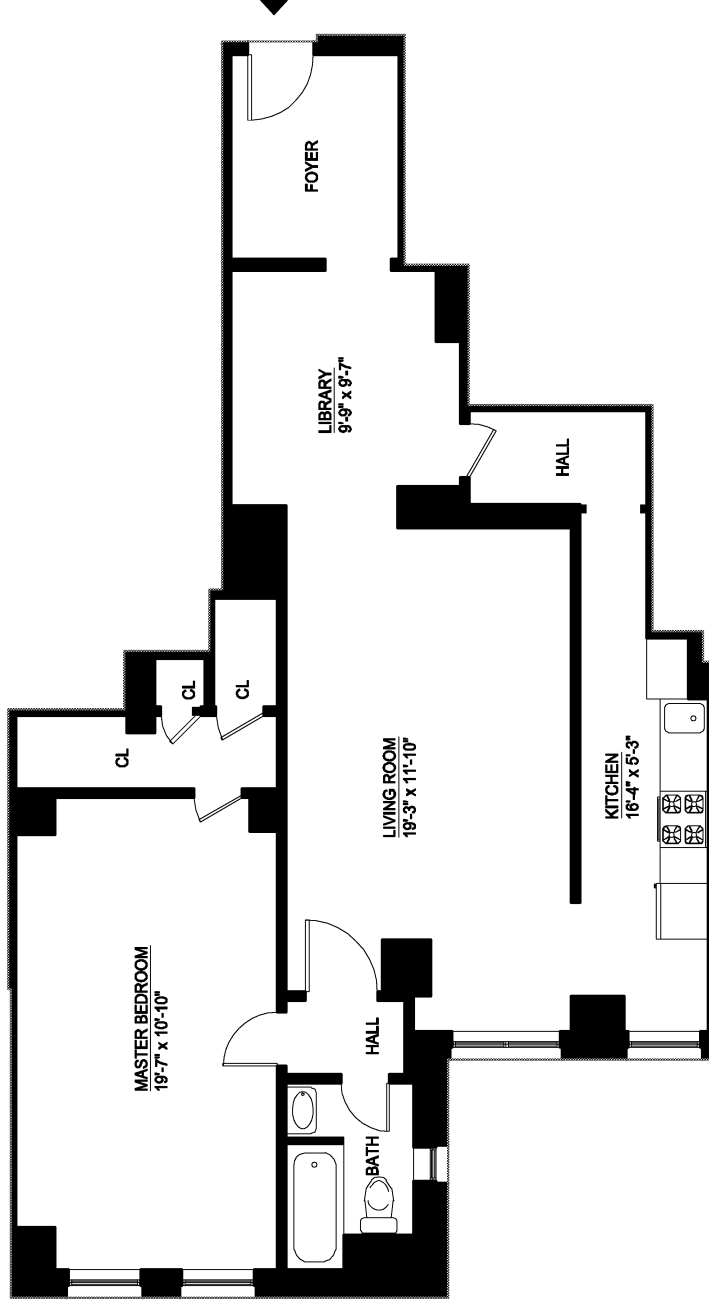
750



RESIDENTIAL UNIT: 1E,2F,3G,4G,5F,6E
1 BEDROOM / 1 BATH UNIT AREA: 917 SF
26 MARCH 2020

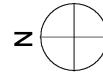
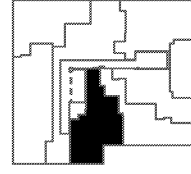
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



751

KEY PLAN

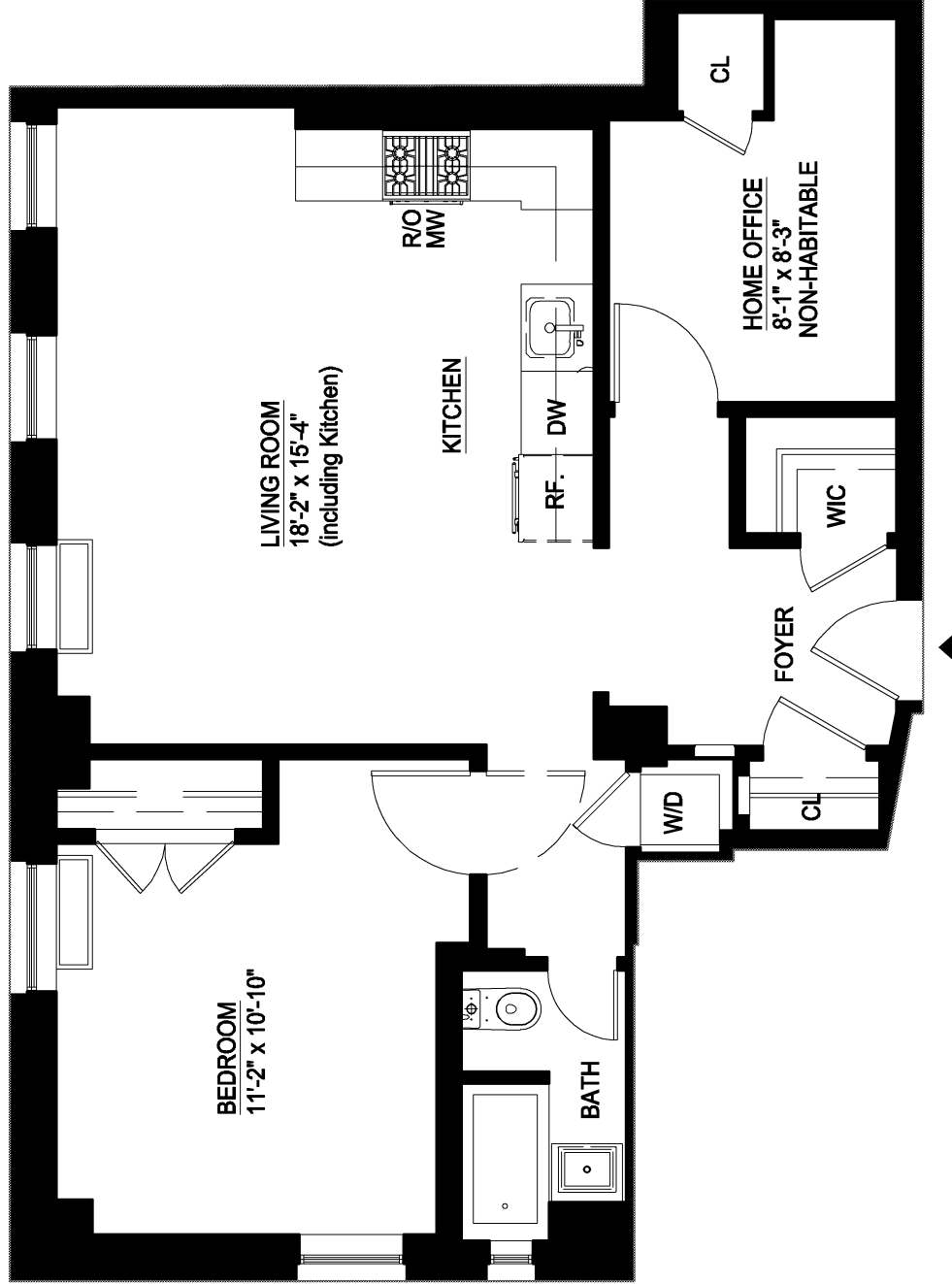


RESIDENTIAL UNIT: 1F, 2G,11D

1 BEDROOM / 1 BATH
UNIT AREA: 1007 SF
06 FEBRUARY 2020

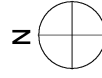
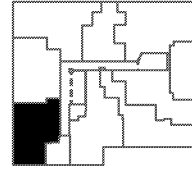
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



752

KEY PLAN



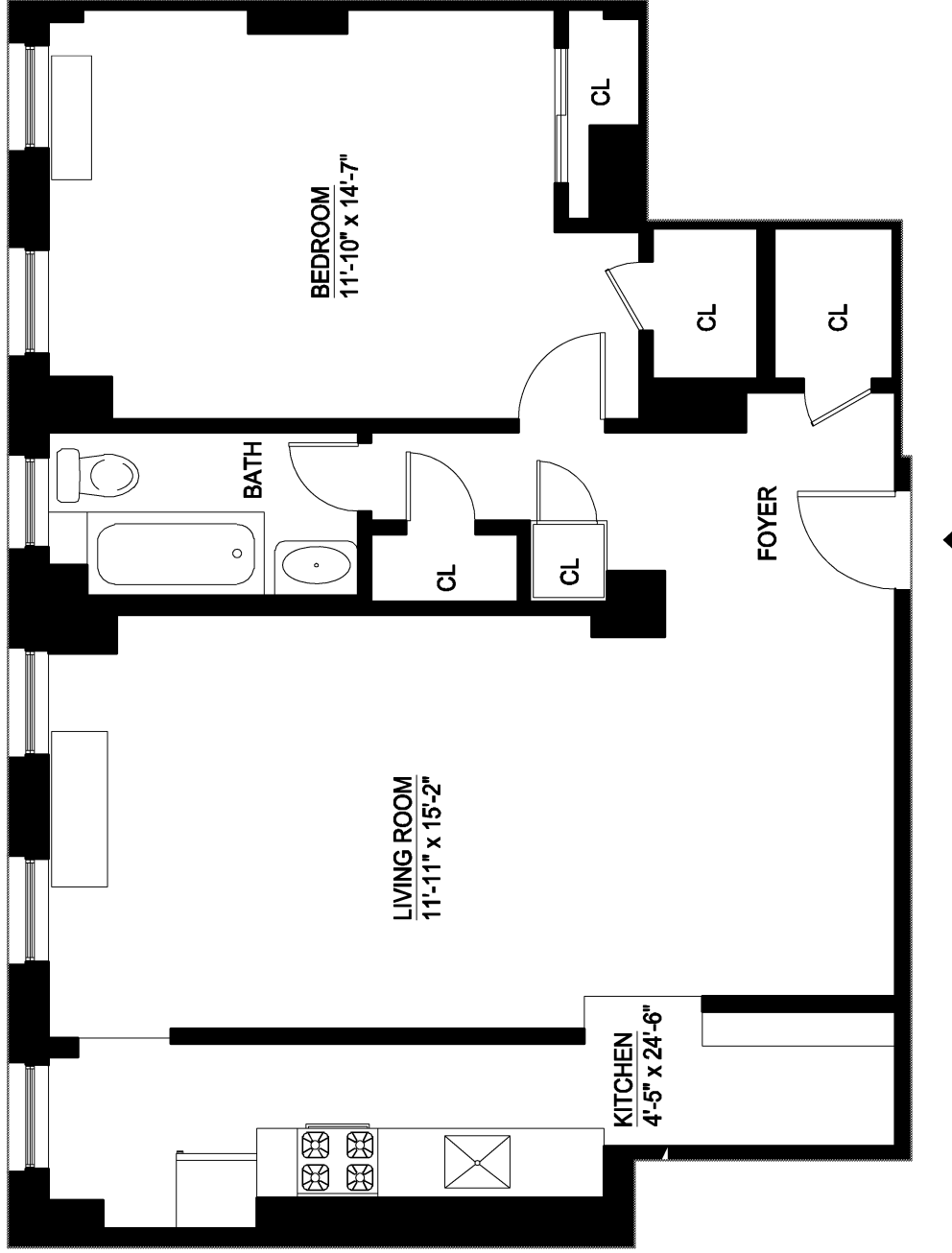
RESIDENTIAL UNIT: 2A, 7A

1 BEDROOM / 1 BATH UNIT AREA: 818 SF
26 MAY 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

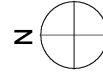
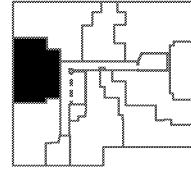
**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**



753

KEY PLAN

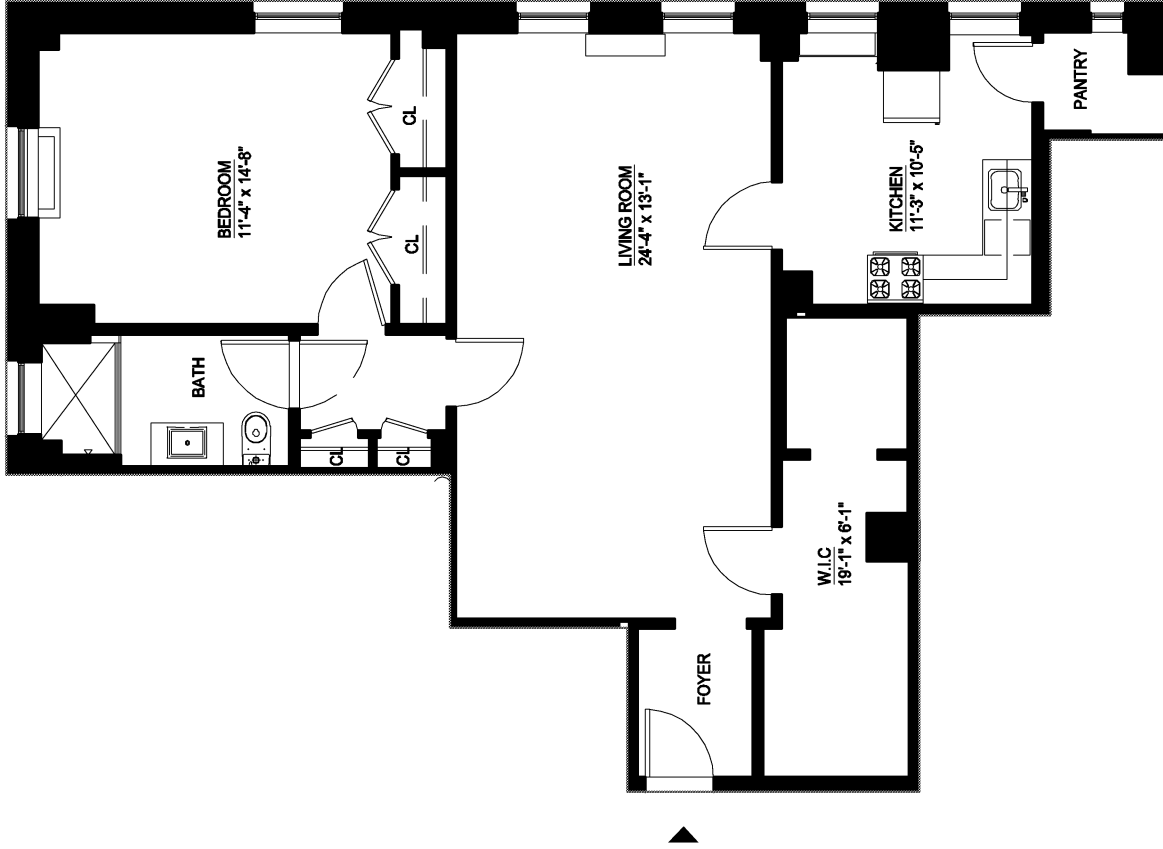


RESIDENTIAL UNIT: 2B, 4B, 5B, 7B

1 BEDROOM / 1 BATH
UNIT AREA: 872 SF
06 FEBRUARY 2020

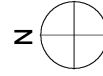
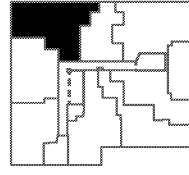
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



754

KEY PLAN



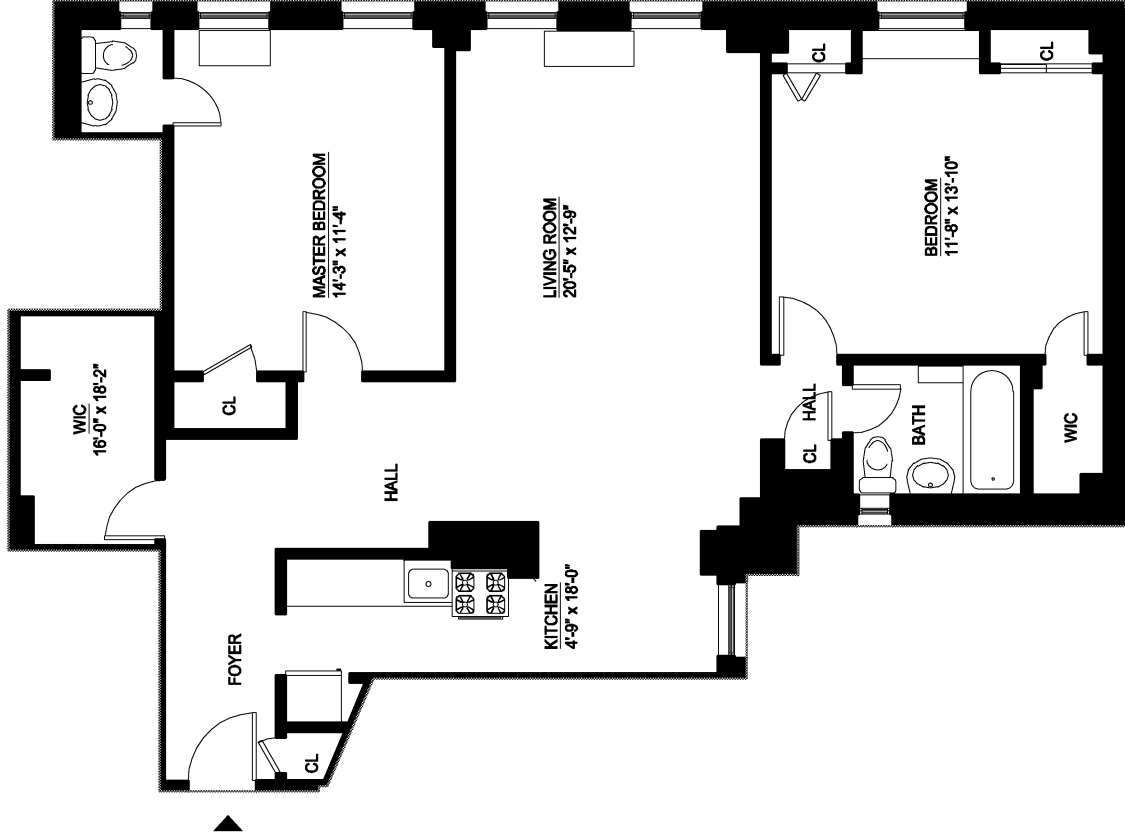
RESIDENTIAL UNIT: 2C

1 BEDROOM / 1 BATH UNIT AREA: 1,069 SF
06 FEBRUARY 2020

**393 West End Avenue
NEW YORK, NY 10024**

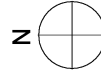
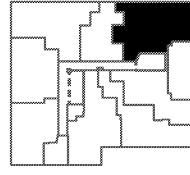
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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755

KEY PLAN

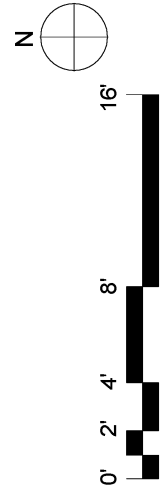
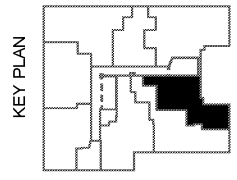
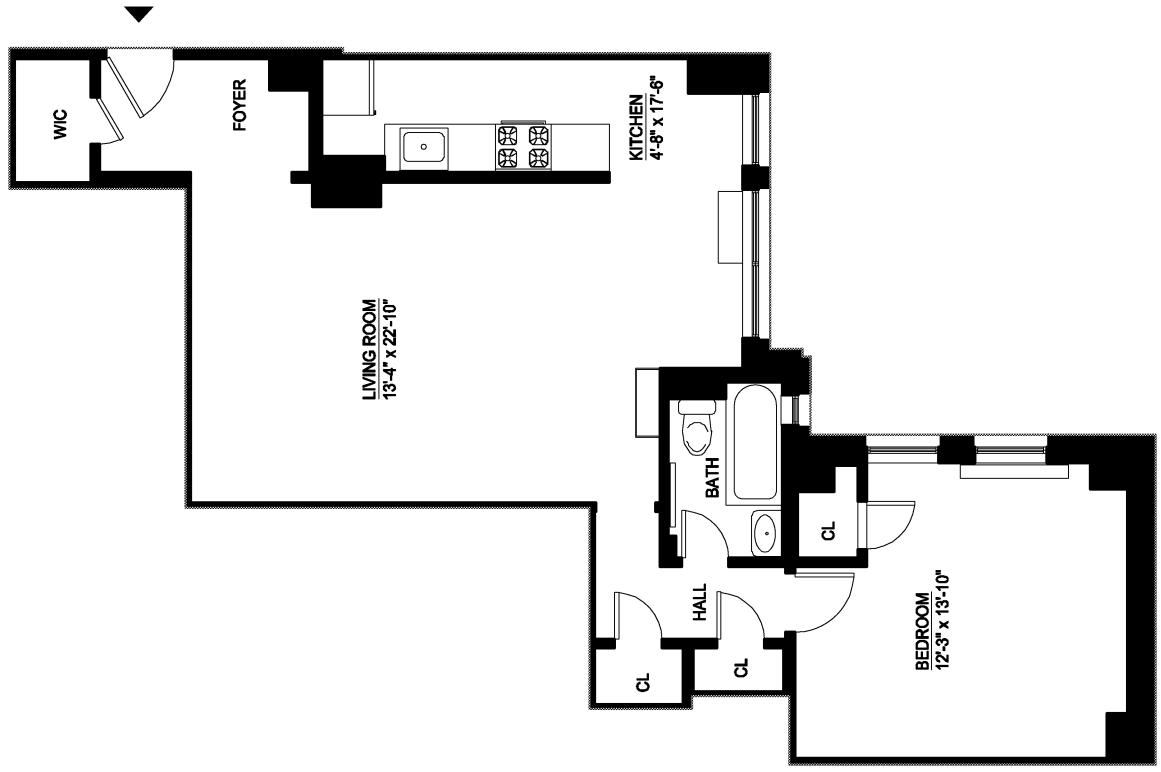


RESIDENTIAL UNIT: 2D

2 BEDROOM / 1.5 BATH UNIT AREA: 1,192 SF
06 FEBRUARY 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

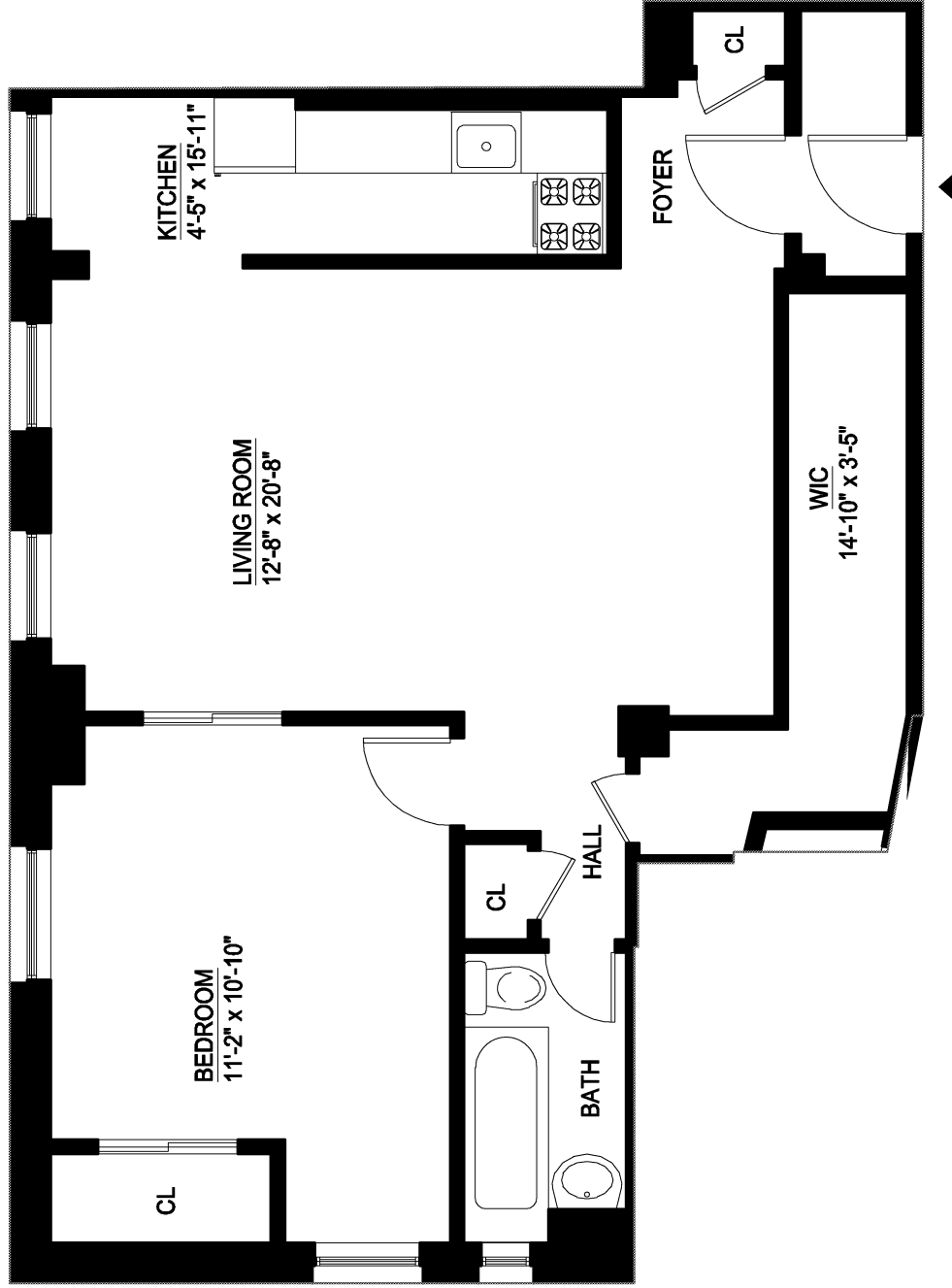
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



RESIDENTIAL UNIT: 2E
1 BEDROOM / 1 BATH UNIT AREA: 792 SF
26 MARCH 2020

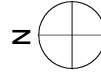
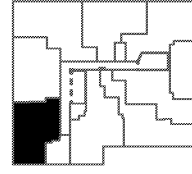
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**393 West End Avenue
NEW YORK, NY 10024**
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



757

KEY PLAN

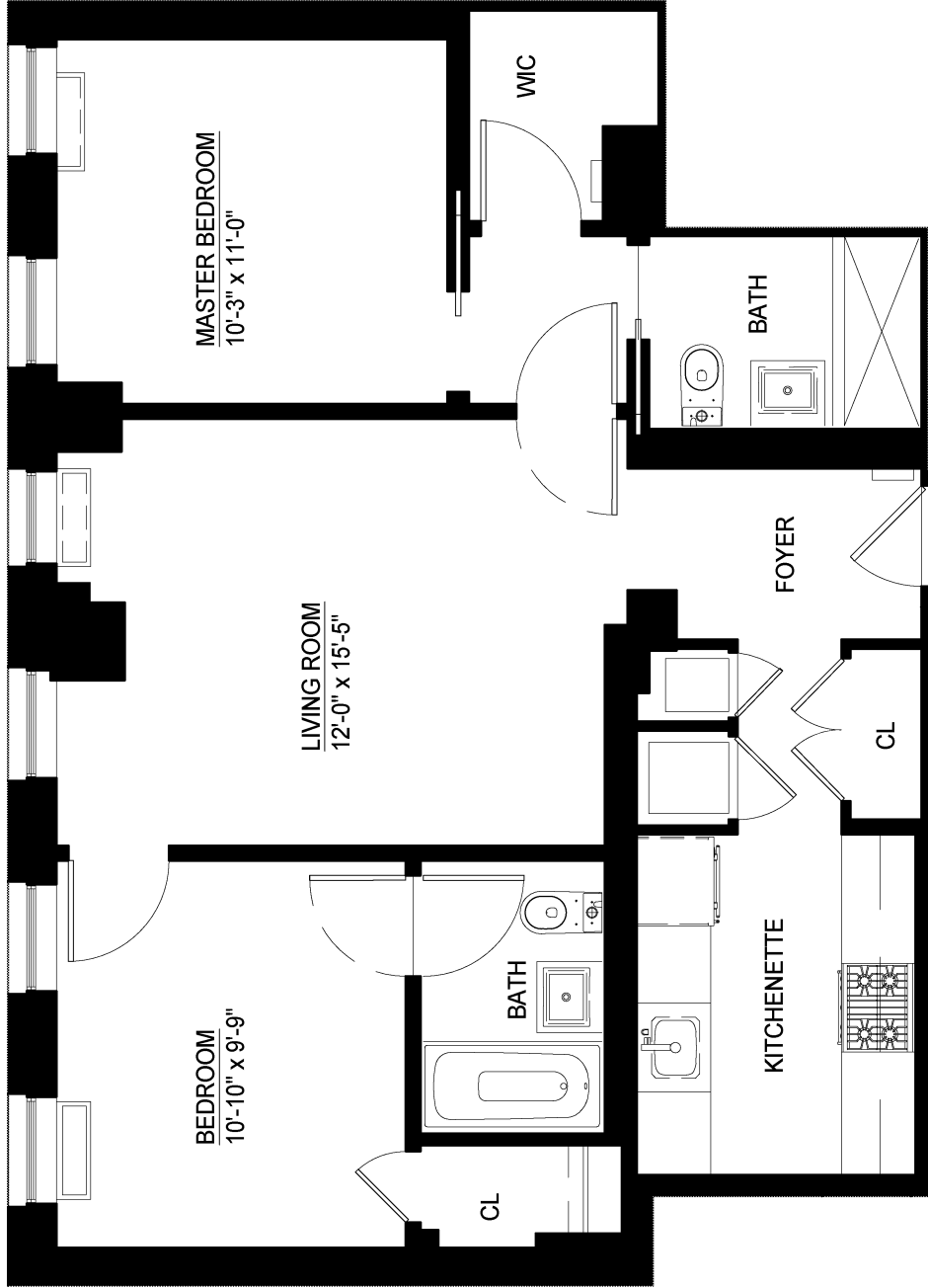


RESIDENTIAL UNIT: 3A, 5A, 8A, 9A

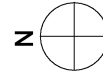
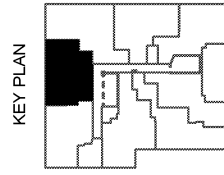
1 BEDROOM / 1 BATH
UNIT AREA: 819 SF
26 MARCH 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



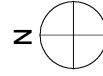
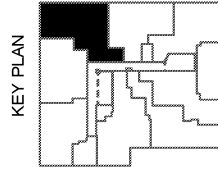
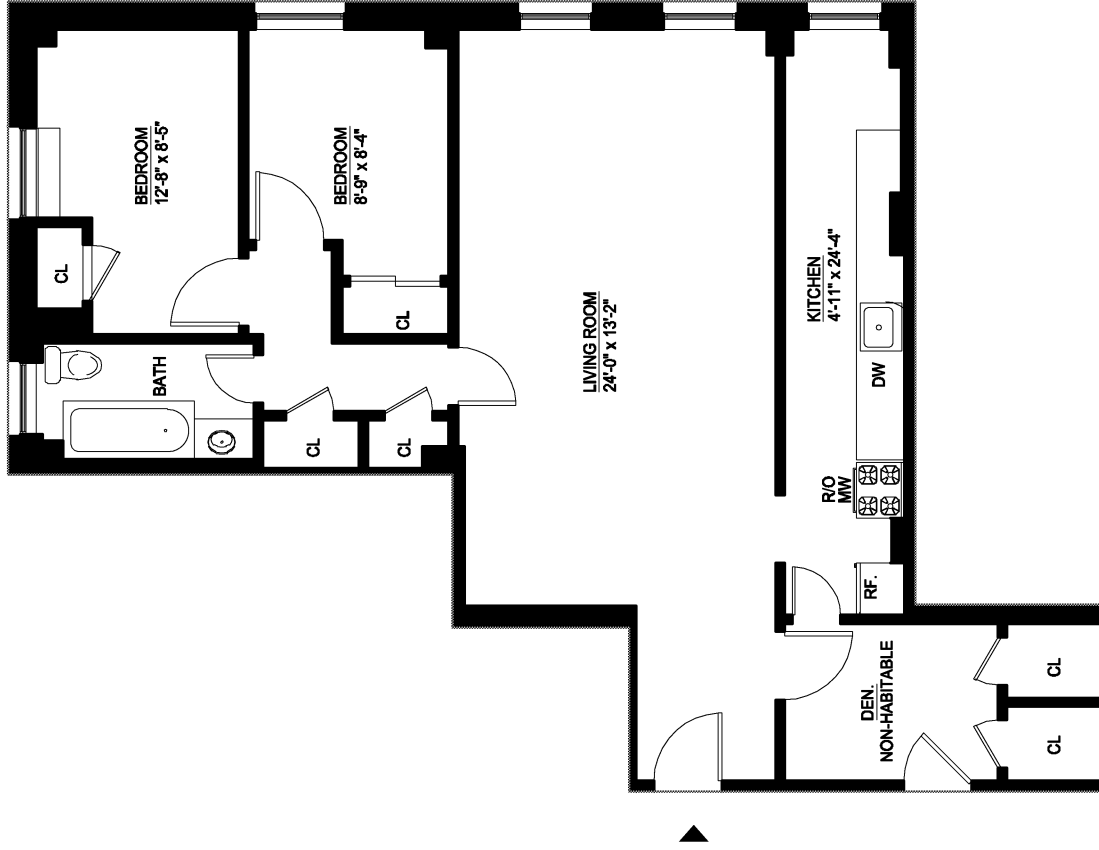
758



RESIDENTIAL UNIT: 3B, 9B
 1 BEDROOM / 1 BATH UNIT AREA: 866 SF
 14 JUNE 2019

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

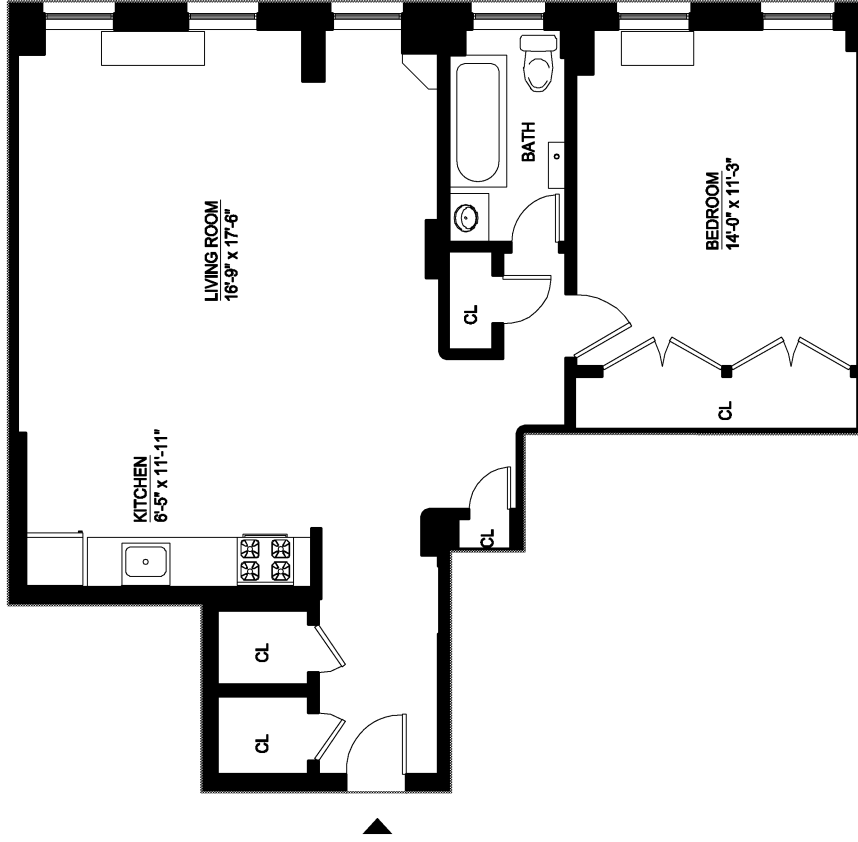
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



RESIDENTIAL UNIT: 3C
 2 BEDROOM / 1 BATH UNIT AREA: 1,011 SF
 26 MAY 2020

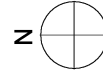
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



760

KEY PLAN



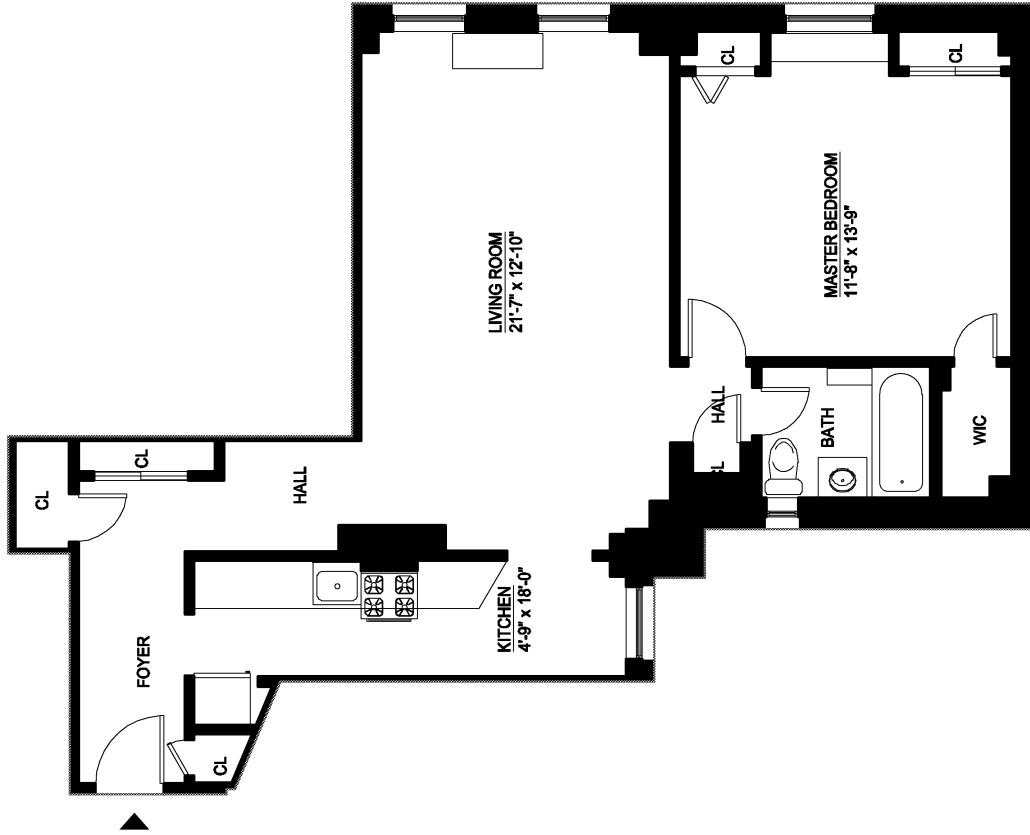
RESIDENTIAL UNIT: 3D

1 BEDROOM / 1 BATH UNIT AREA: 872 SF
20 MAY 2020

**393 West End Avenue
NEW YORK, NY 10024**

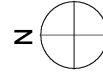
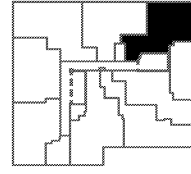
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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761

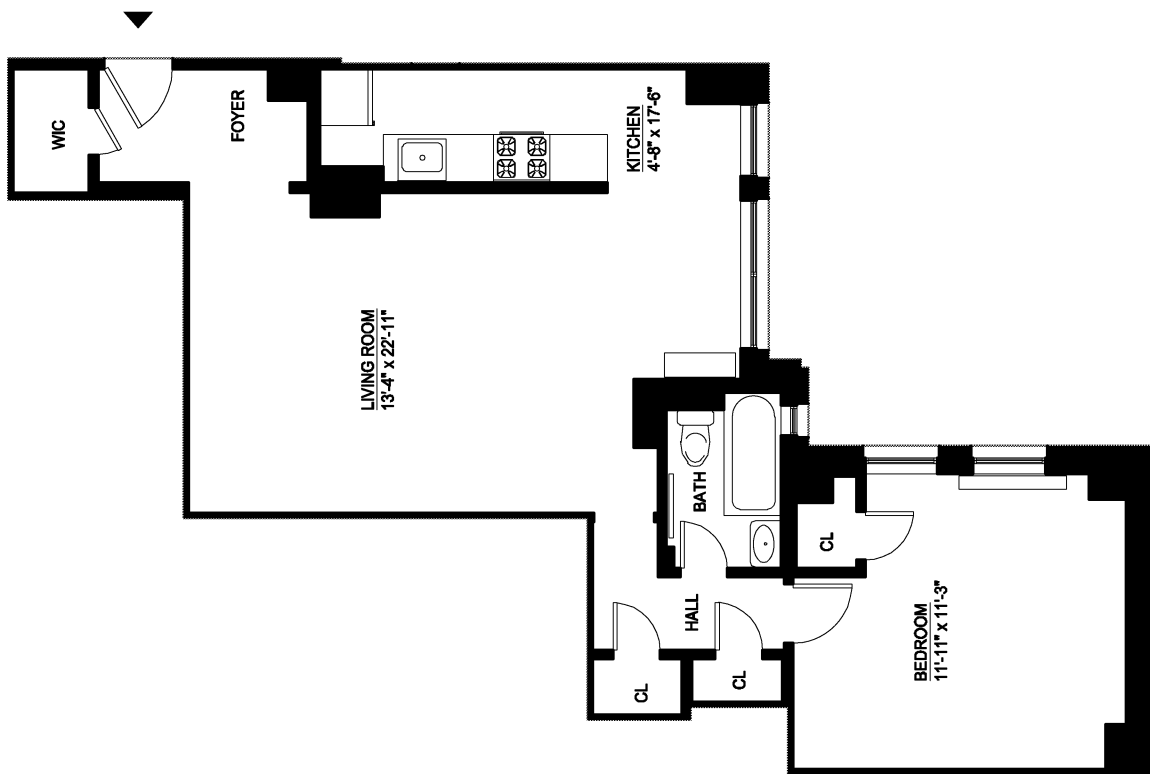
KEY PLAN



RESIDENTIAL UNIT: 3E
 1 BEDROOM / 1 BATH UNIT AREA: 890 SF
 06 FEBRUARY 2020

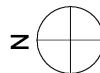
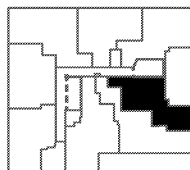
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



762

KEY PLAN



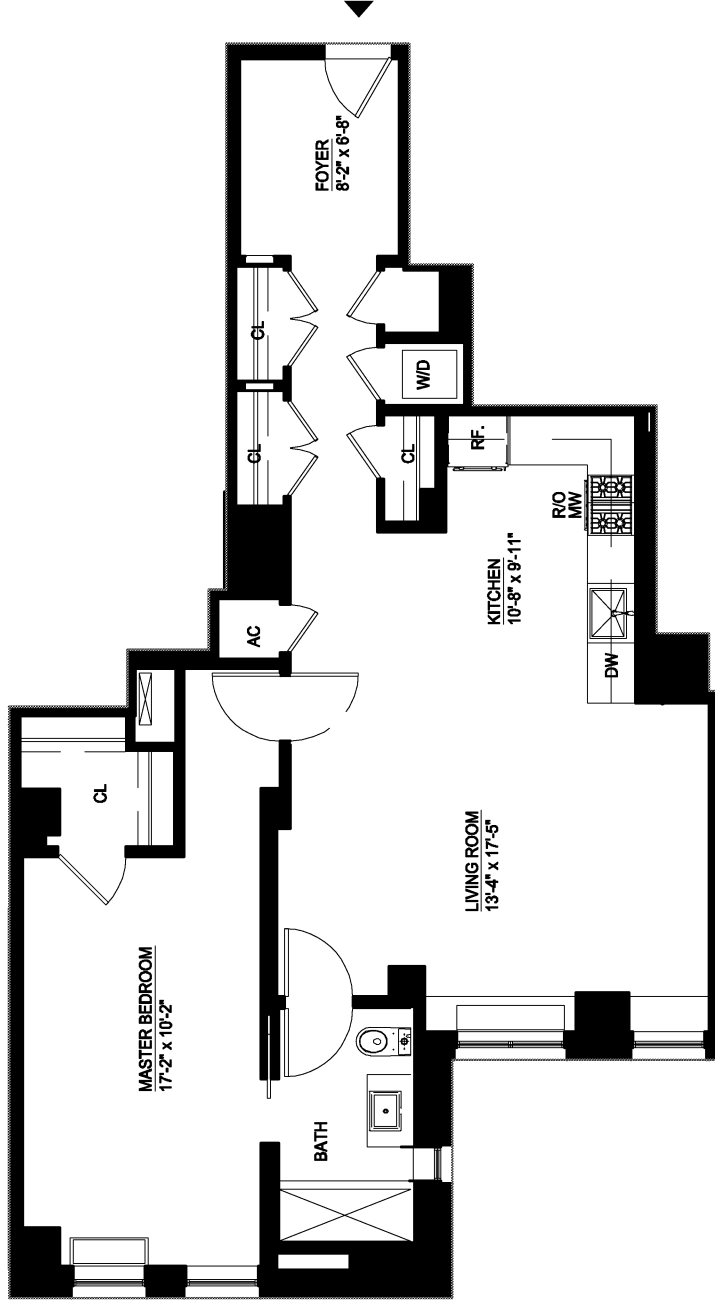
RESIDENTIAL UNIT: 3F, 4F, 6D

1 BEDROOM / 1 BATH
UNIT AREA: 792 SF
06 FEBRUARY 2020

**393 West End Avenue
NEW YORK, NY 10024**

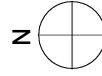
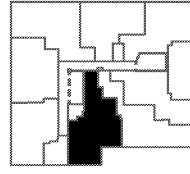
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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763

KEY PLAN

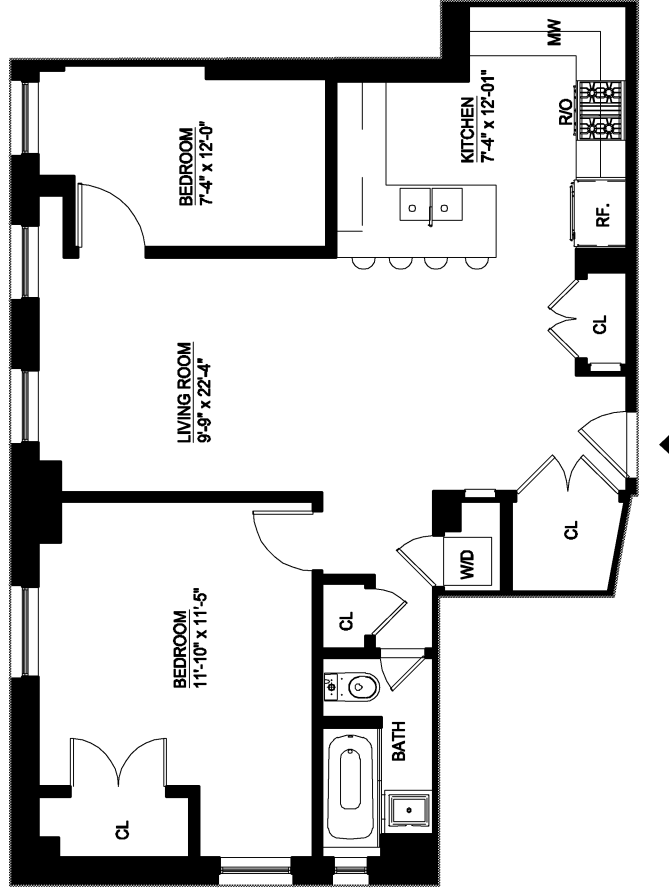


RESIDENTIAL UNIT: 3H

1 BEDROOM / 1.5 BATH UNIT AREA: 995SF
26 MAY 2020

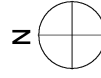
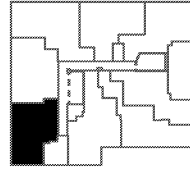
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NEW YORK, NY 10024
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NEW YORK, NY 10004



764

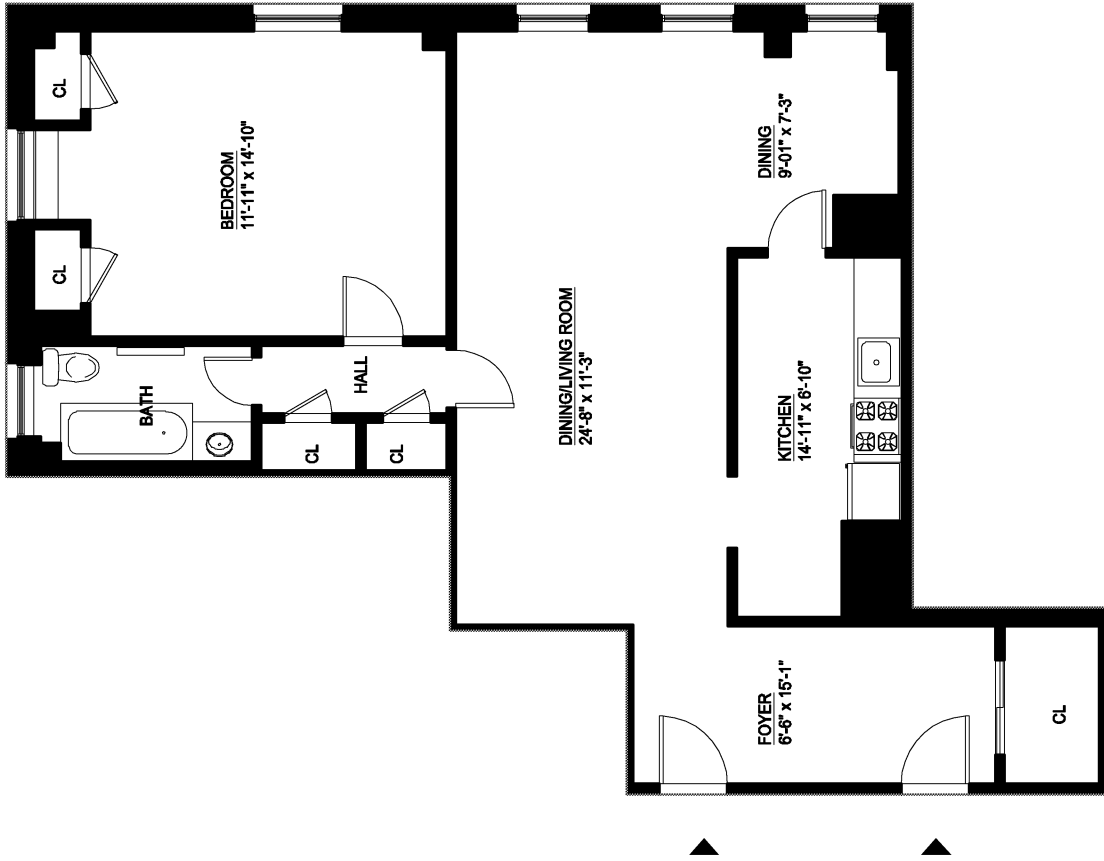
KEY PLAN



RESIDENTIAL UNIT: 4A
 2 BEDROOM / 1 BATH UNIT AREA: 823 SF
 26 MAY 2020

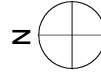
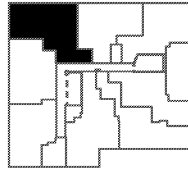
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



765

KEY PLAN

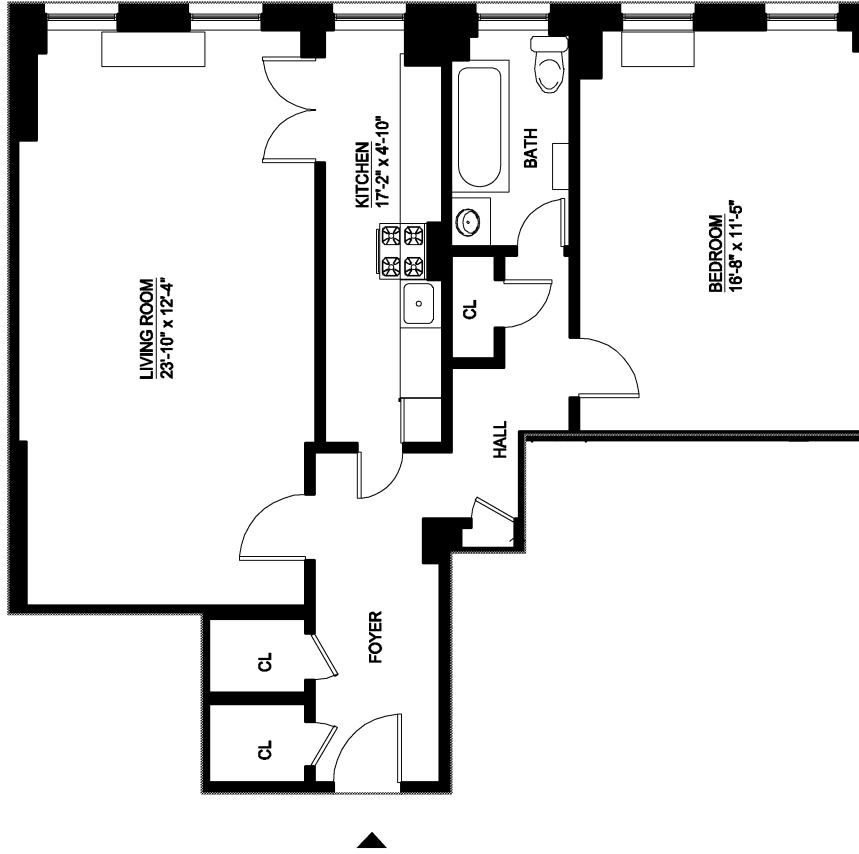


RESIDENTIAL UNIT: 4C

1 BEDROOM / 1 BATH UNIT AREA: 1,005 SF
06 FEBRUARY 2020

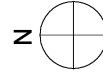
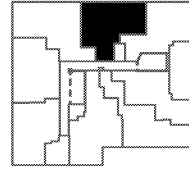
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



766

KEY PLAN

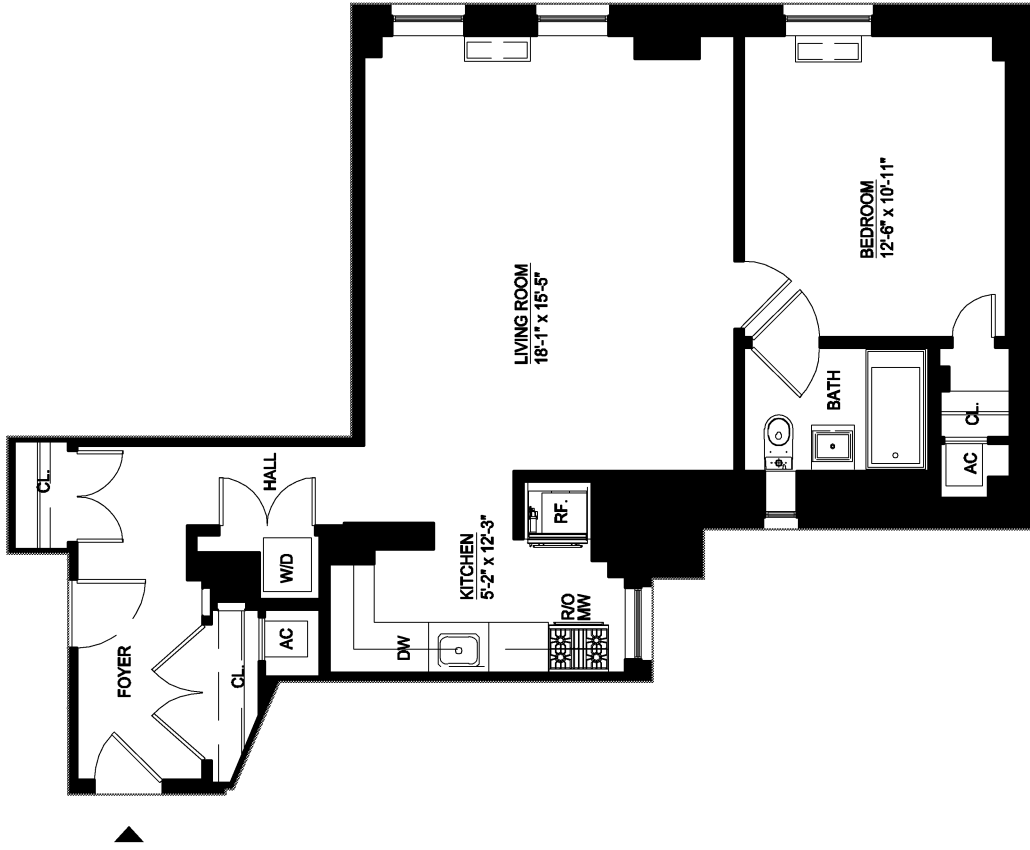


RESIDENTIAL UNIT: 4D

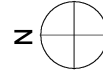
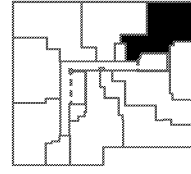
1 BEDROOM / 1 BATH
UNIT AREA: 875 SF
06 FEBRUARY 2020

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



KEY PLAN



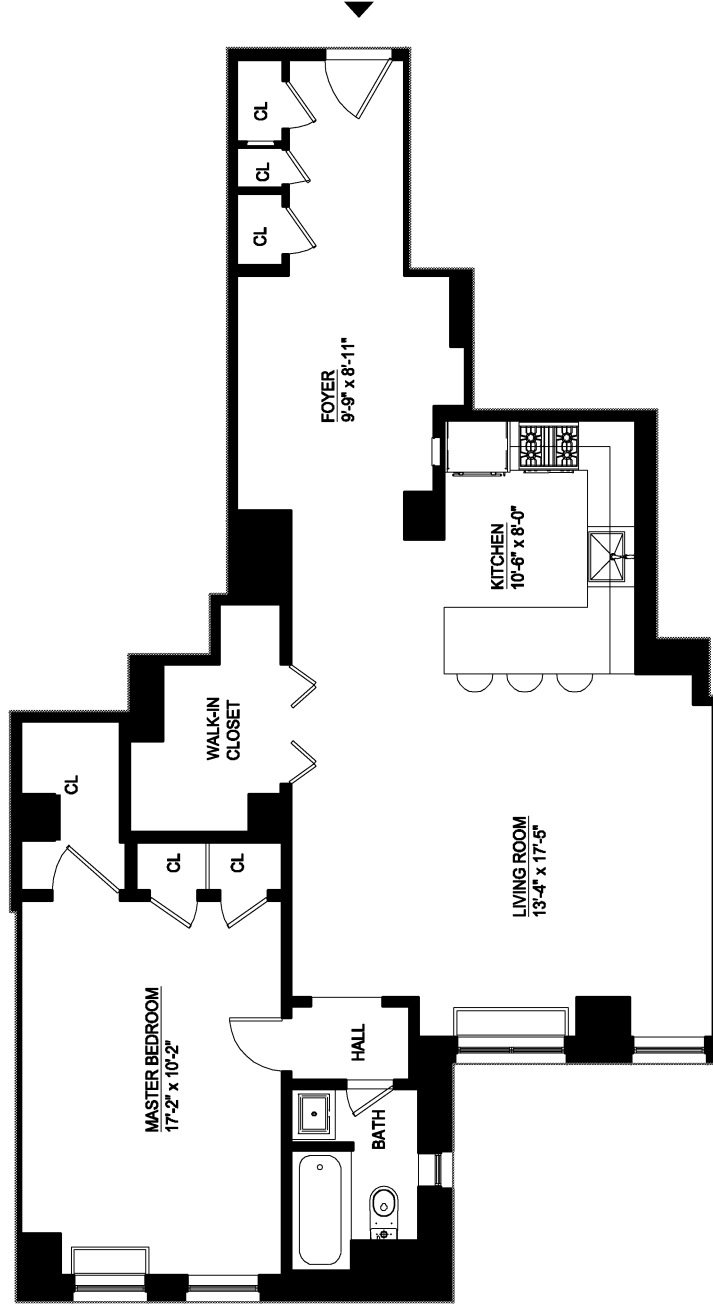
RESIDENTIAL UNIT: 4E

1 BEDROOM / 1 BATH UNIT AREA: 925 SF
26 MAY 2020

**393 West End Avenue
NEW YORK, NY 10024**

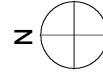
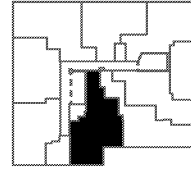
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



768

KEY PLAN

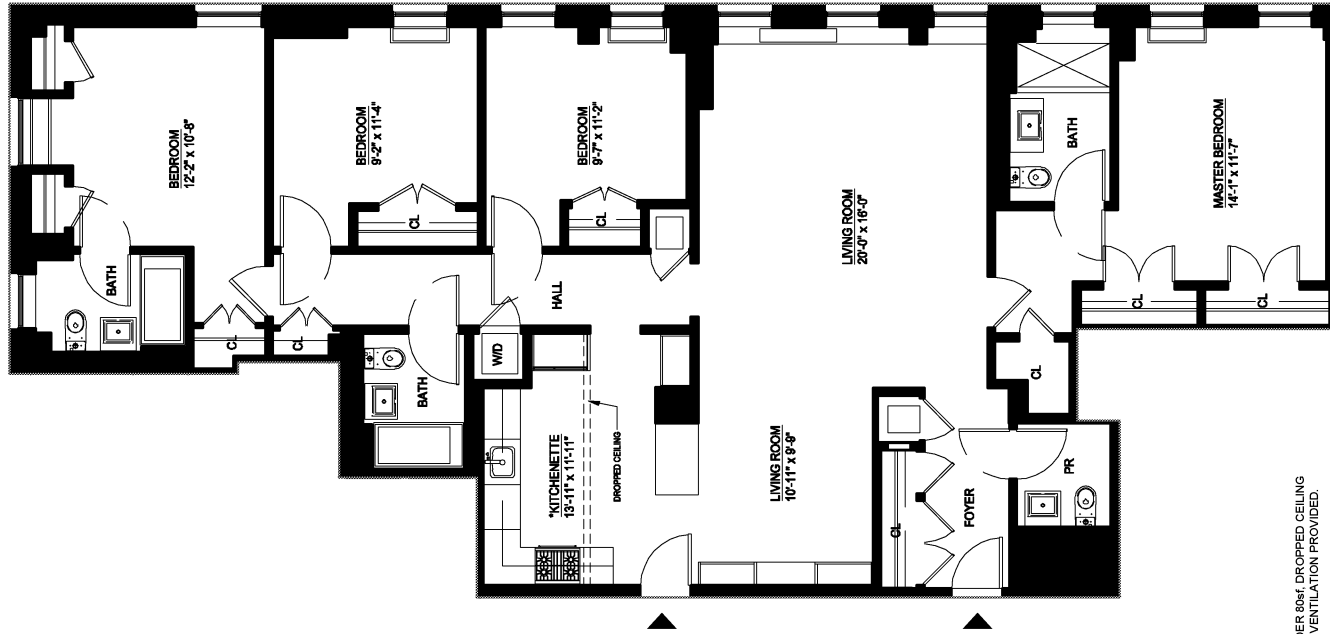


RESIDENTIAL UNIT: 4H

1 BEDROOM / 1 BATH
06 FEBRUARY 2020
UNIT AREA: 995 SF

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



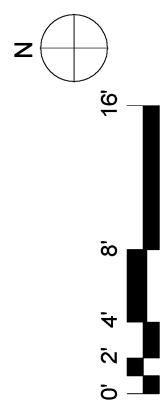
RESIDENTIAL UNIT: 5C
 4 BEDROOM / 3.5 BATH
 06 FEBRUARY 2020
 UNIT AREA: 1,928 SF

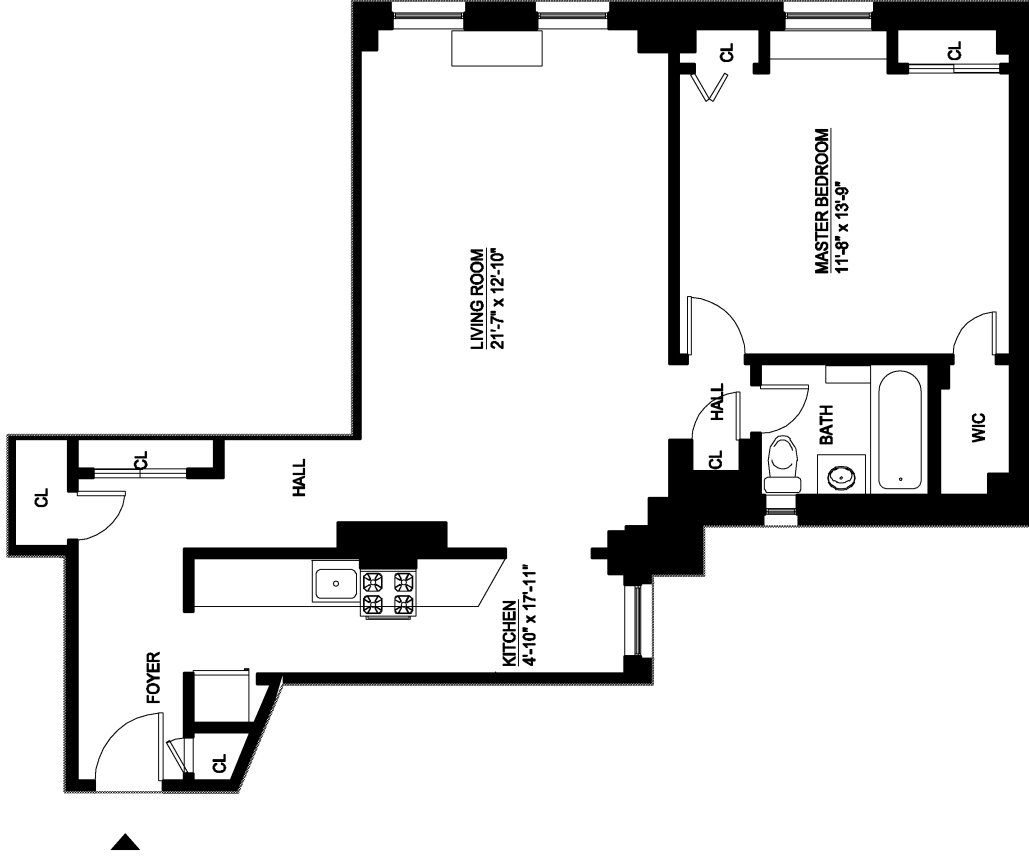
**393 West End Avenue
 NEW YORK, NY 10024**
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

*KITCHENETTE:
 FOR PORTION UNDER 80sq.ft. DROPPED CEILING
 AND MECHANICAL VENTILATION PROVIDED.

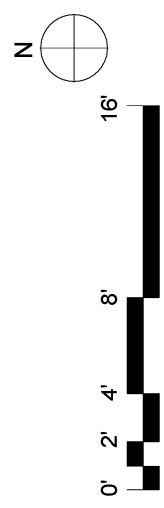
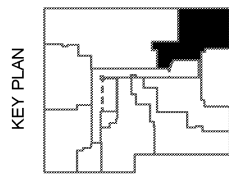
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS.
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 AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

KEY PLAN





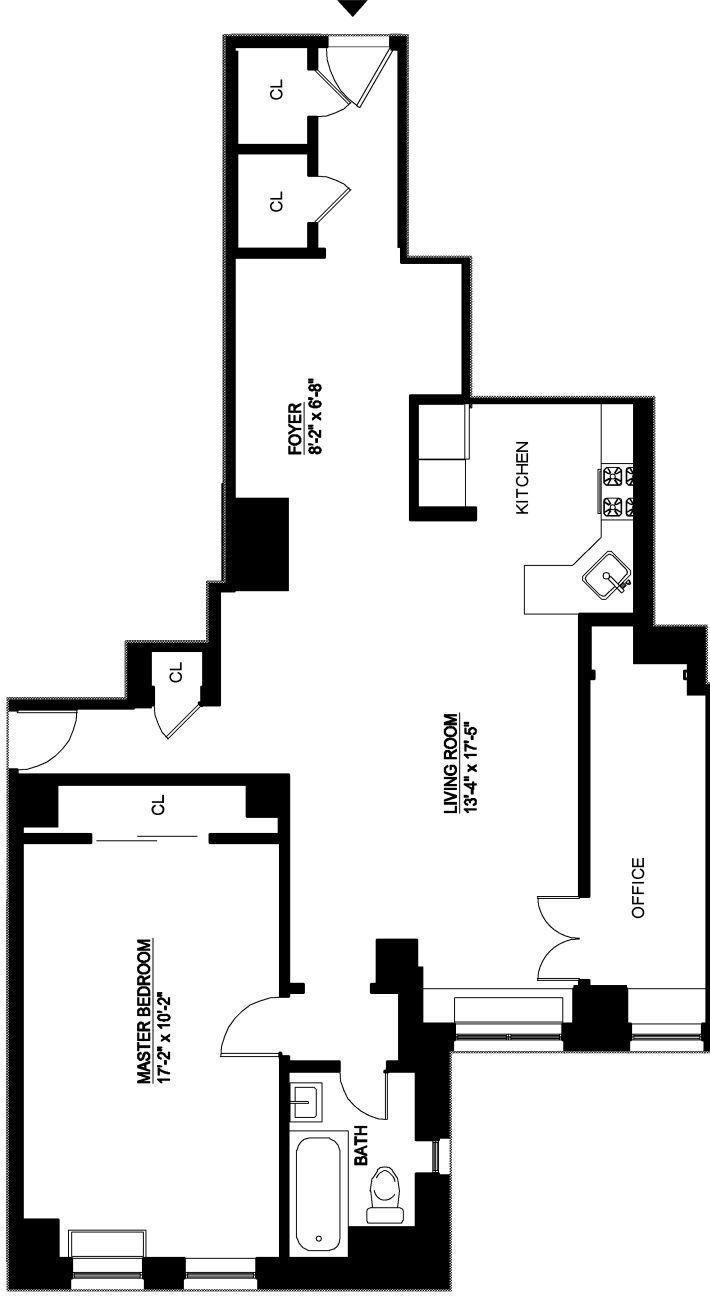
770



RESIDENTIAL UNIT: 5D
 1 BEDROOM / 1 BATH
 06 FEBRUARY 2020
 UNIT AREA: 887 SF

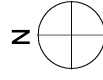
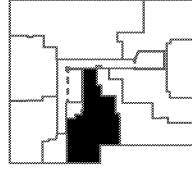
ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



771

KEY PLAN



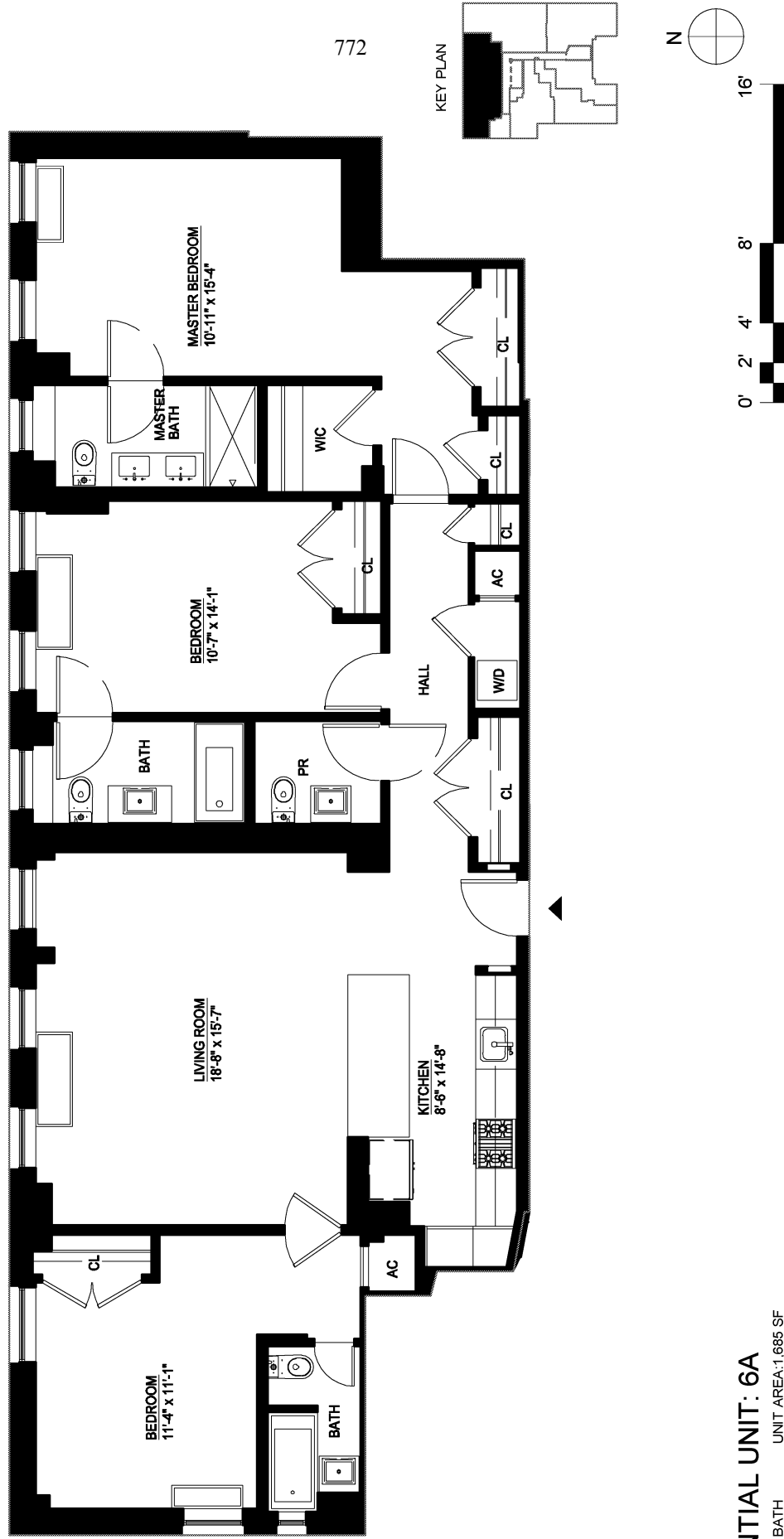
RESIDENTIAL UNIT: 5G

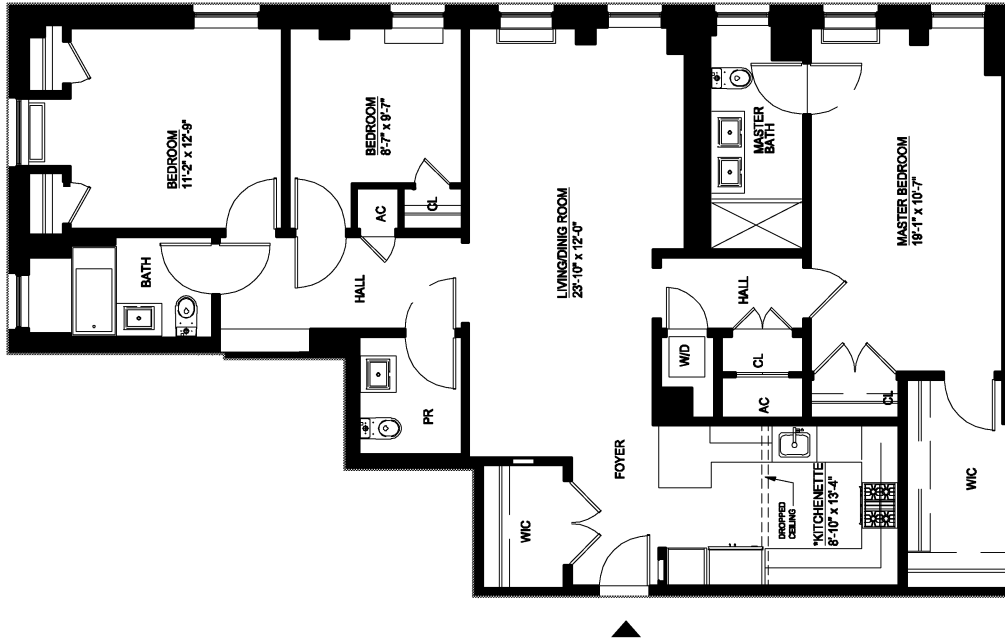
1 BEDROOM / 1 BATH
26 MARCH 2020
UNIT AREA: 887 SF

**393 West End Avenue
NEW YORK, NY 10024**

CETRA RUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

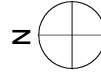
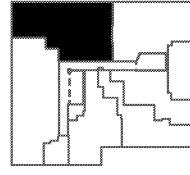
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773

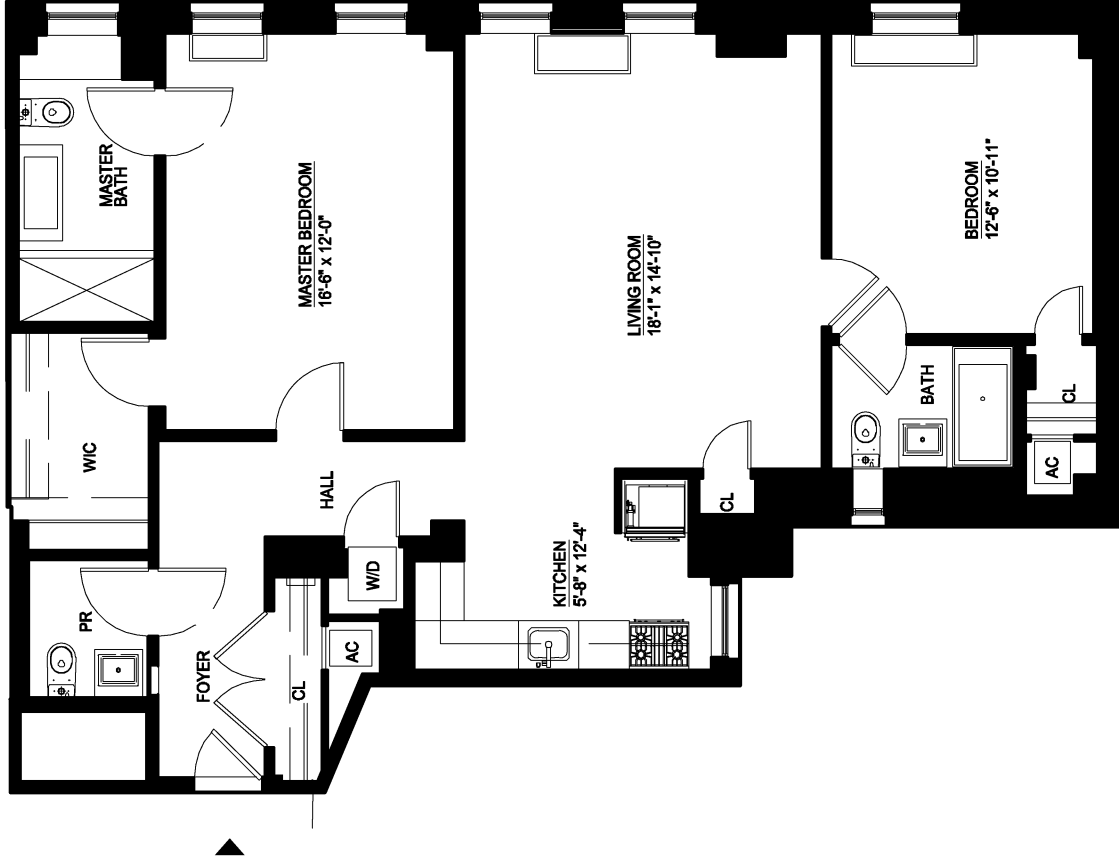
KEY PLAN



RESIDENTIAL UNIT: 6B,8C
 3 BEDROOM / 2.5 BATH UNIT AREA: 1,542 SF
 06 FEBRUARY 2020

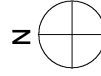
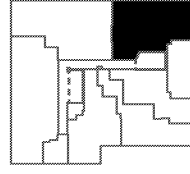
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



774

KEY PLAN

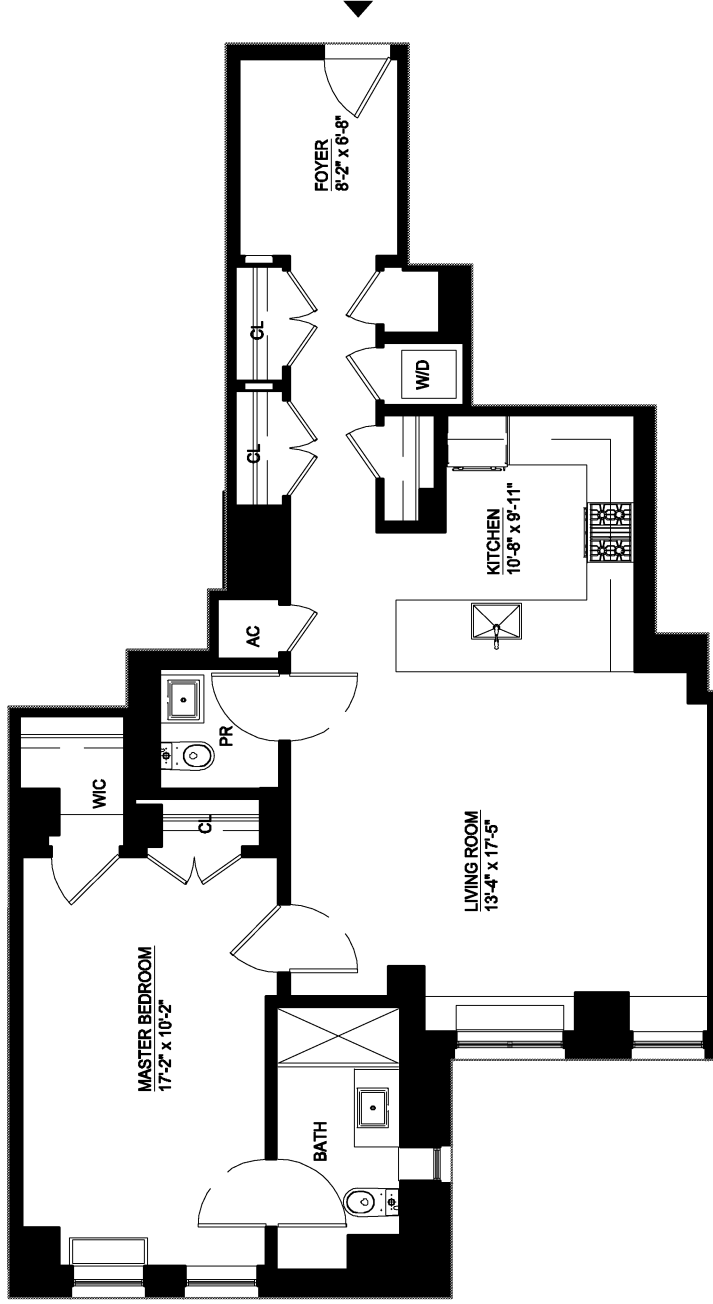


RESIDENTIAL UNIT: 6C

2 BEDROOM / 2.5 BATH UNIT AREA: 1,266 SF
08 MAY 2020

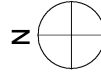
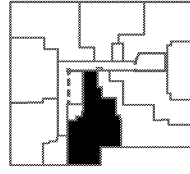
**393 West End Avenue
NEW YORK, NY 10024**
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.



775

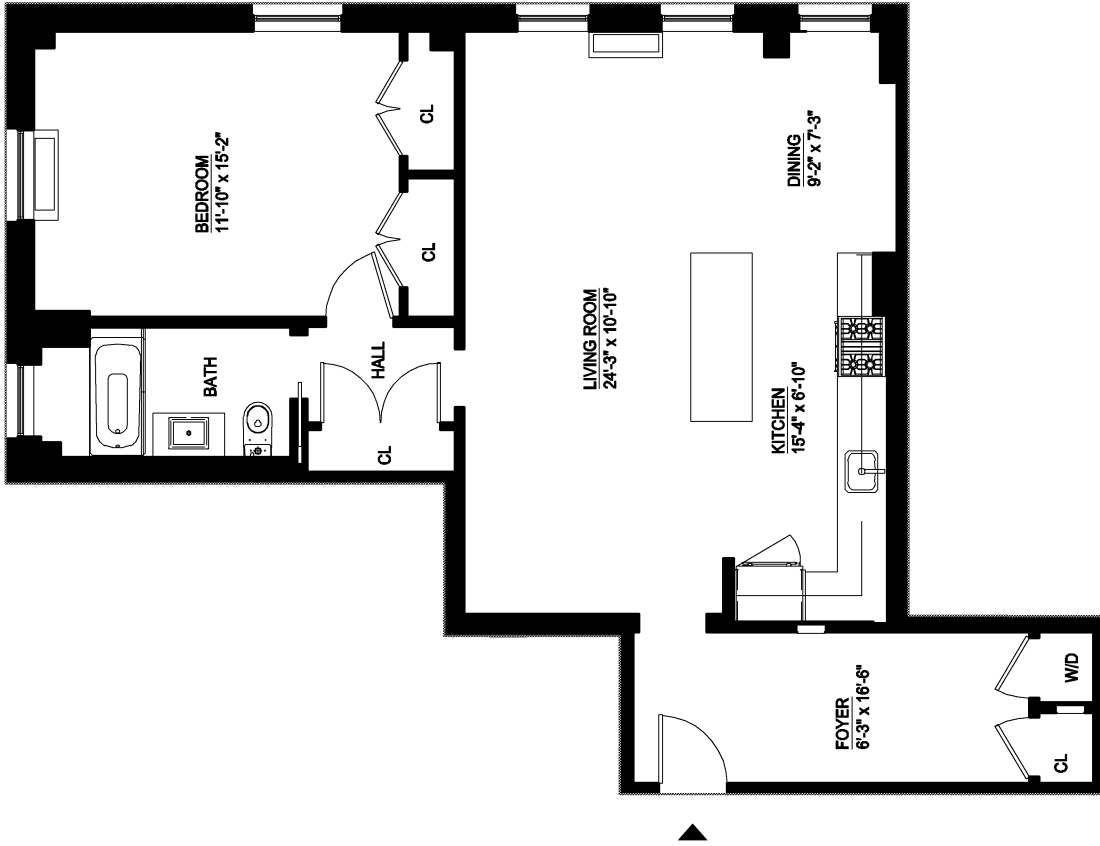
KEY PLAN



RESIDENTIAL UNIT: 6F
 1 BEDROOM / 1.5 BATH UNIT AREA: 995SF
 26 MARCH 2020

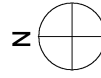
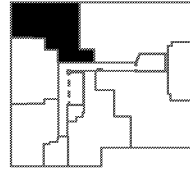
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



776

KEY PLAN

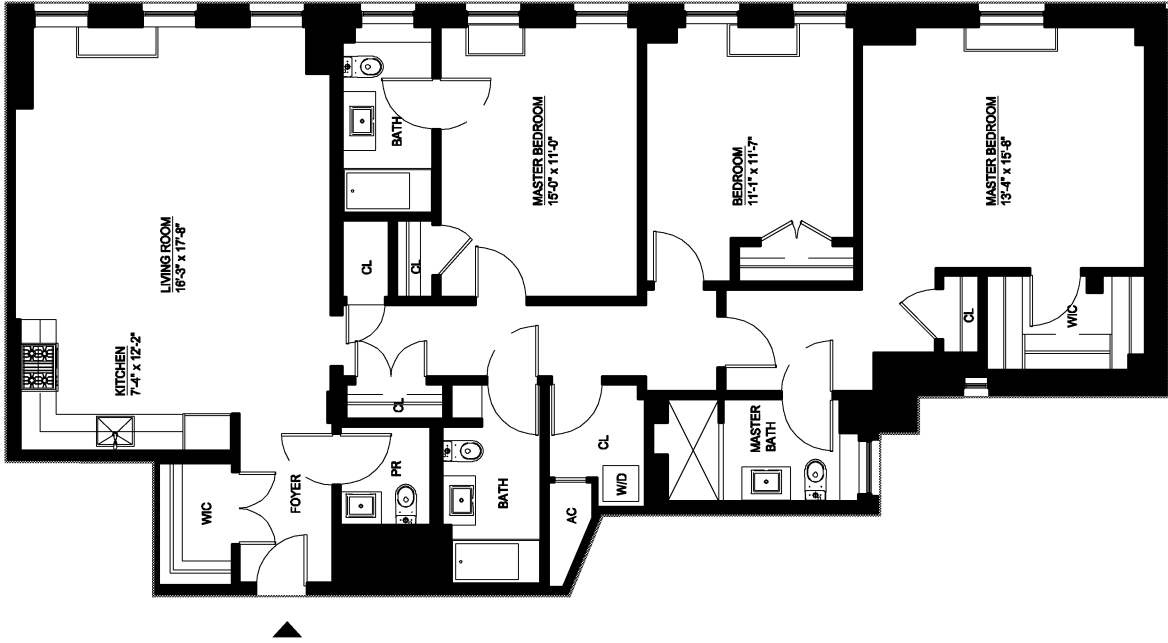


RESIDENTIAL UNIT: 7C

1 BEDROOM / 1 BATH
06 FEBRUARY 2020
UNIT AREA: 997 SF

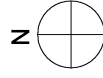
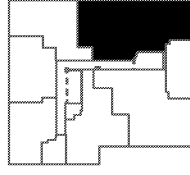
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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777

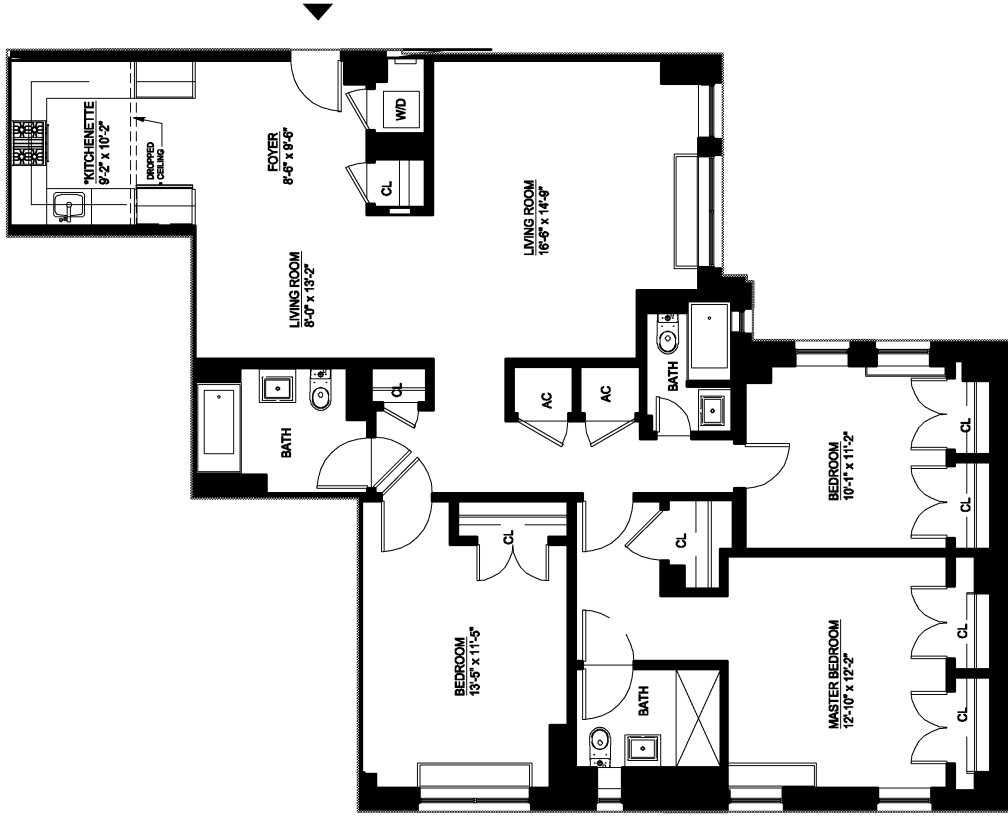
KEY PLAN



RESIDENTIAL UNIT: 7D
 3 BEDROOM / 3.5 BATH UNIT AREA: 1,804 SF
 06 FEBRUARY 2020

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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



RESIDENTIAL UNIT: 7E
 3 BEDROOM / 3 BATH UNIT AREA: 1,620 SF
 26 MARCH 2020

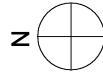
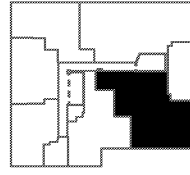
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

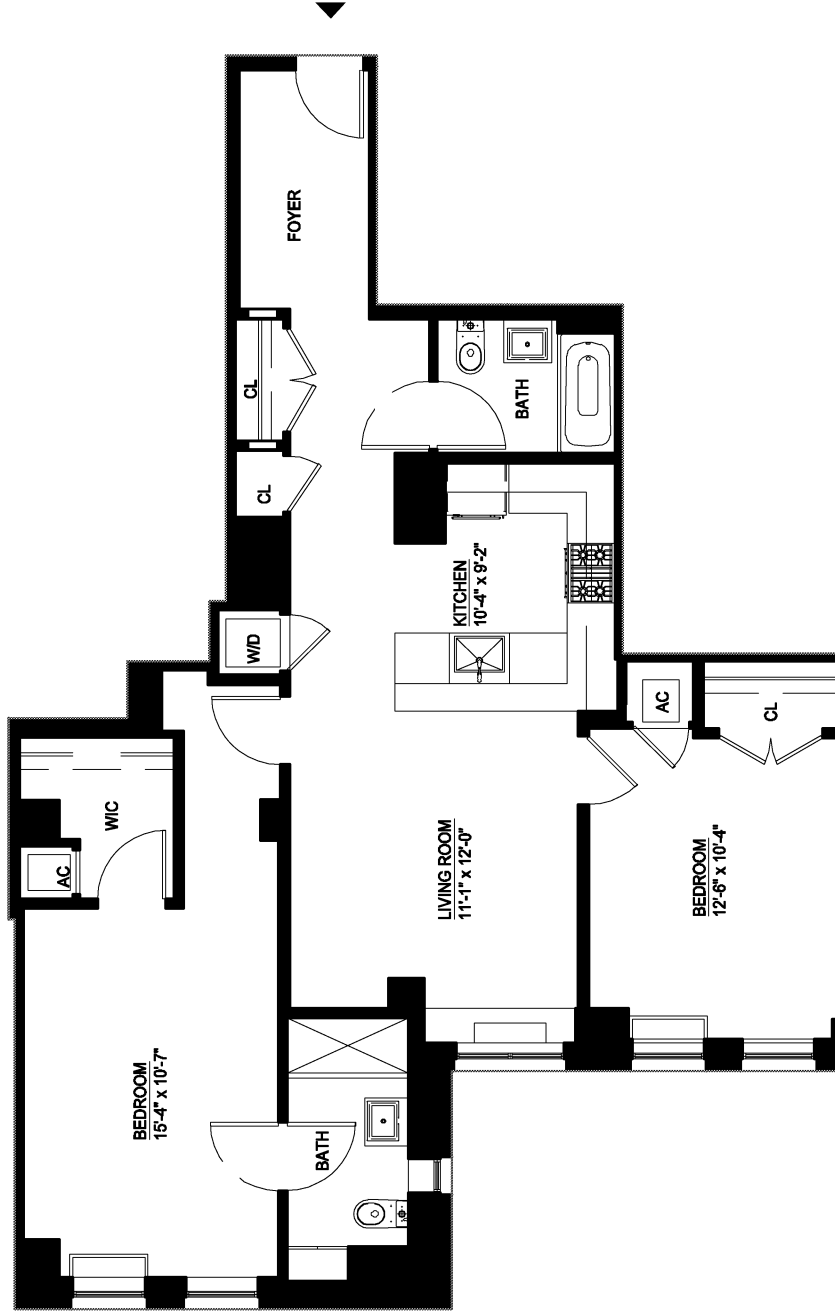
* KITCHENETTE:
 FOR PORTION UNDER 804; DROPPED CEILING
 AND MECHANICAL VENTILATION PROVIDED.

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778

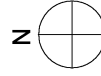
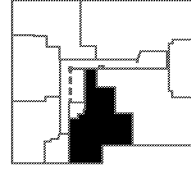
KEY PLAN





779

KEY PLAN

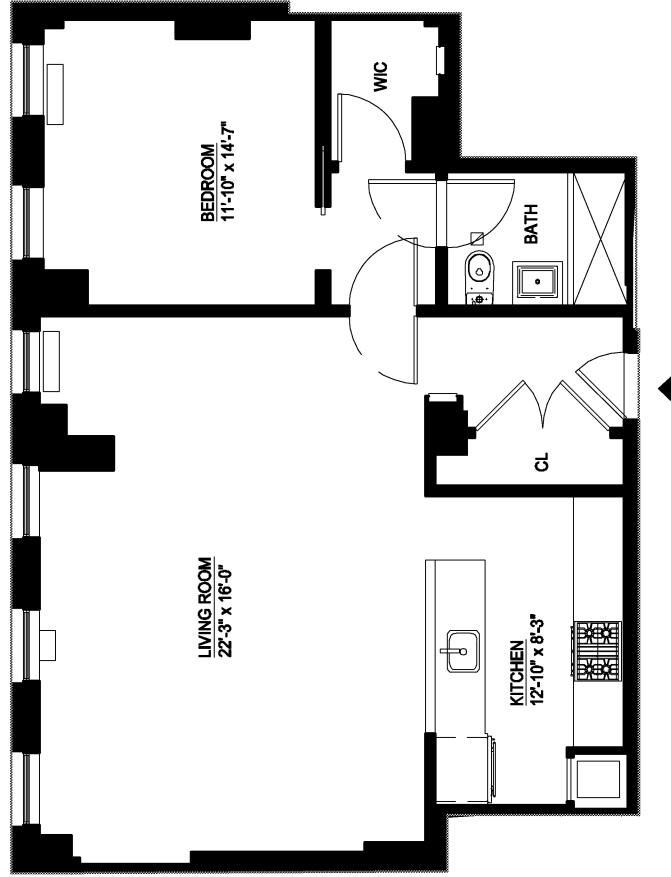


RESIDENTIAL UNIT: 7F, 8F, 10D, PH2D

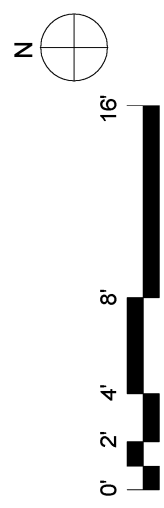
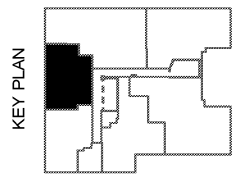
2 BEDROOM / 2 BATH
06 FEBRUARY 2020
UNIT AREA: 1,093 SF

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



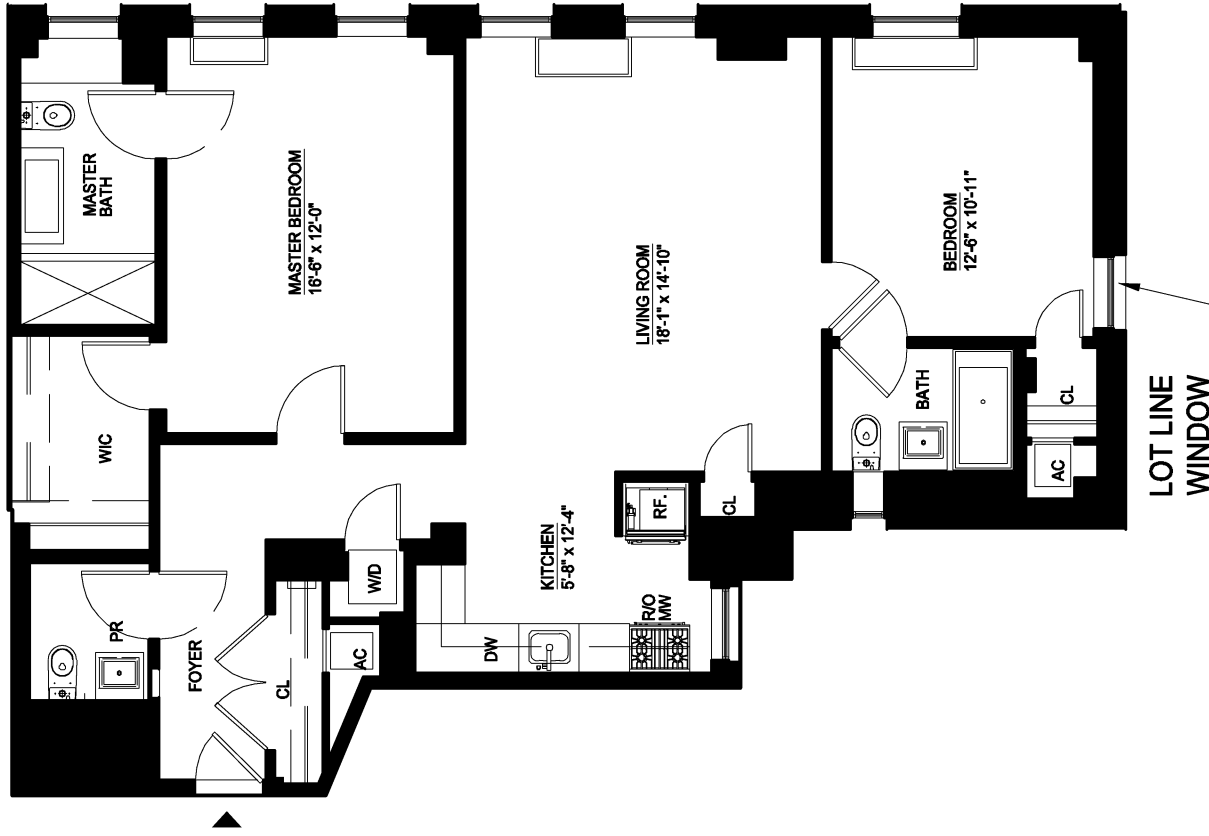
780



RESIDENTIAL UNIT: 8B
 1 BEDROOM / 1 BATH UNIT AREA: 868 SF
 06 FEBRUARY 2020

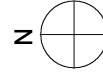
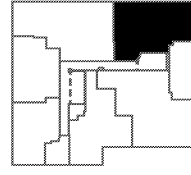
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



781

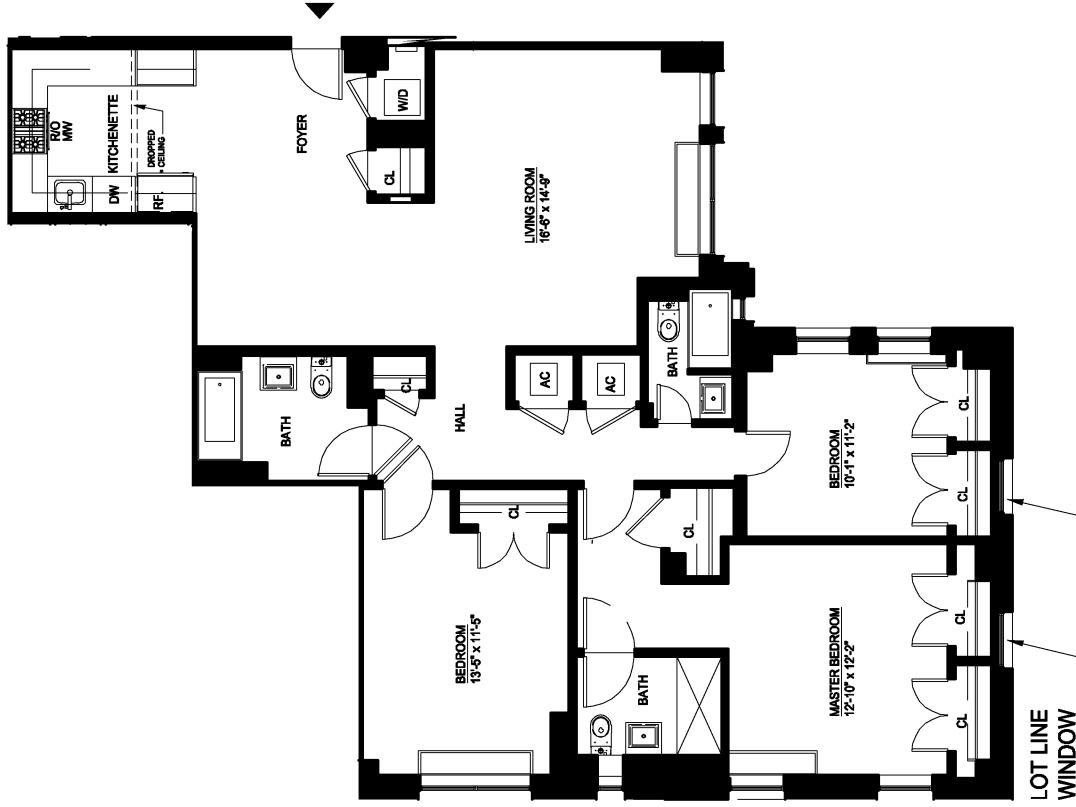
KEY PLAN



RESIDENTIAL UNIT: 8D, 9D
 2 BEDROOM / 2.5 BATH UNIT AREA: 1,266 SF
 26 MAY 2020

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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



RESIDENTIAL UNIT: 8E, 10C, PH2C
 3BEDROOM / 3 BATH UNIT AREA: 1,620 SF
 26 MAY 2020

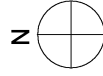
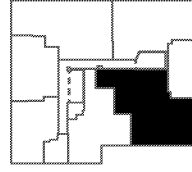
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

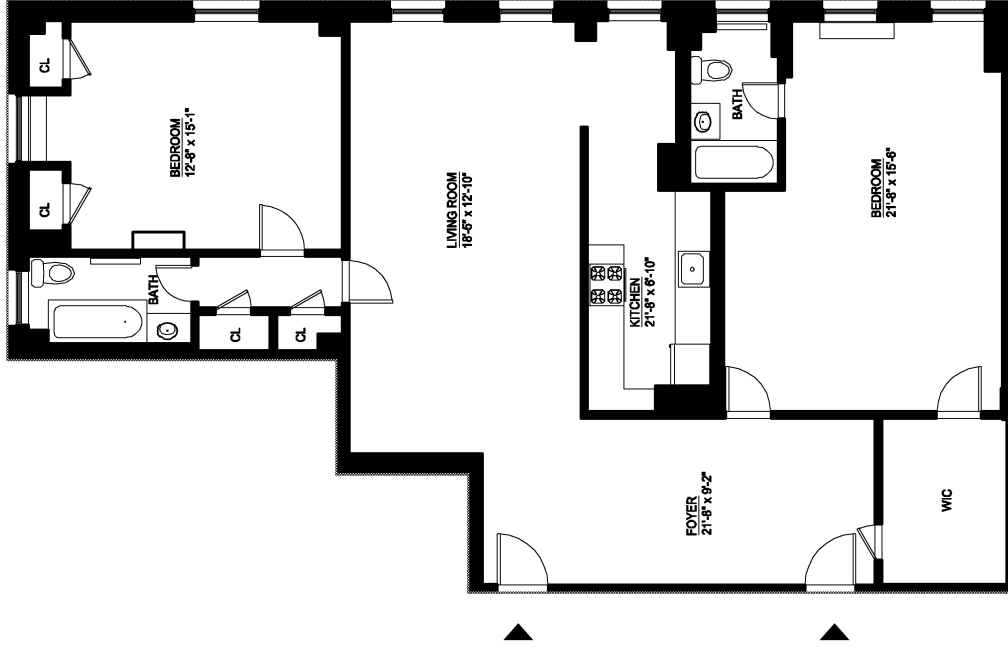
*KITCHENETTE:
 FOR PORTION UNDER 80% DROPPED CEILING
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782

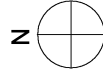
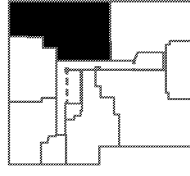
KEY PLAN





783

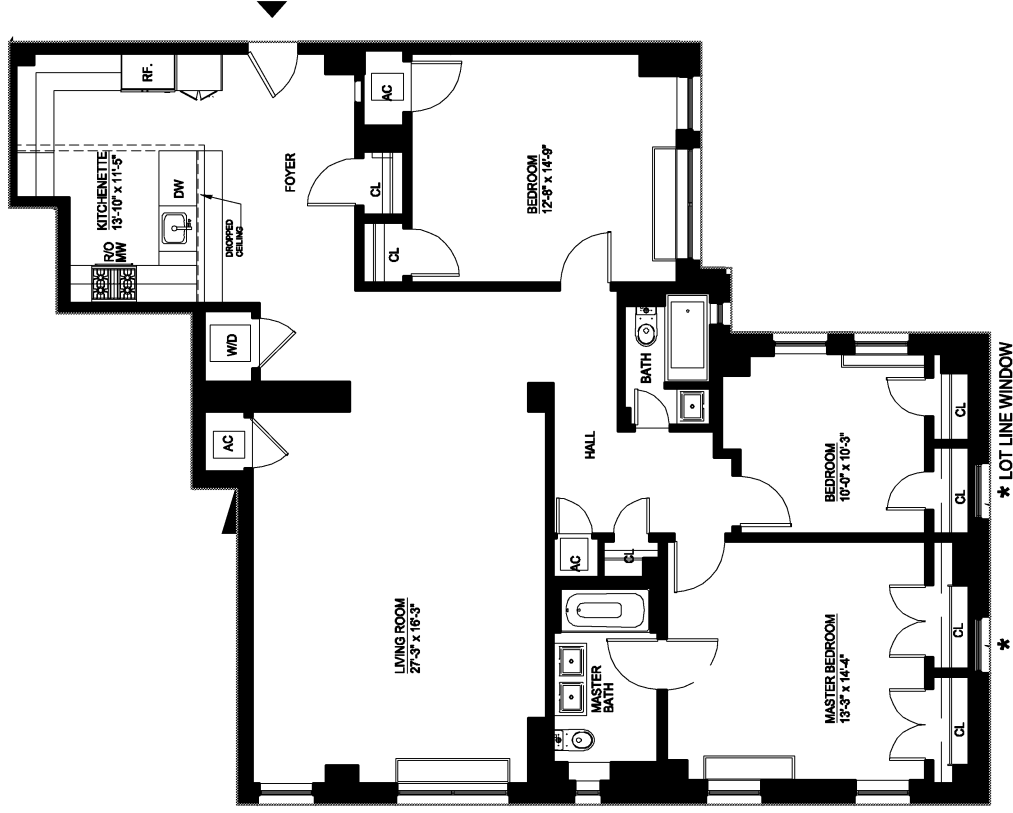
KEY PLAN



RESIDENTIAL UNIT: 9C
 2 BEDROOM / 2 BATH
 06 FEBRUARY 2020
 UNIT AREA: 1,536 SF

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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



RESIDENTIAL UNIT: 9E
 3 BEDROOM / 2 BATH UNIT AREA: 1,707 SF
 26 MAY 2020

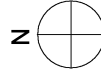
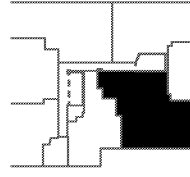
393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

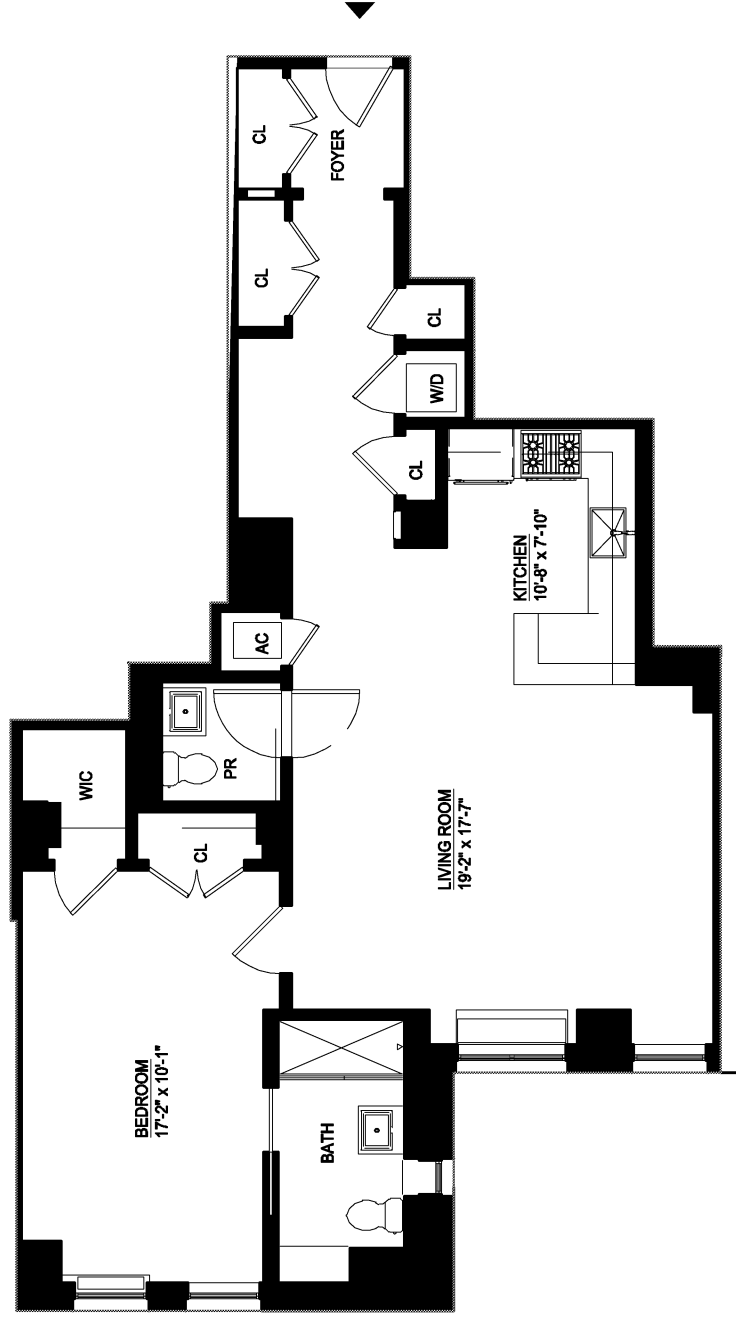
*KITCHENETTE:
 FOR PORTION UNDER 80sq.ft. DROPPED CEILING
 AND MECHANICAL VENTILATION PROVIDED.

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS.
 WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS
 AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

784

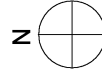
KEY PLAN





785

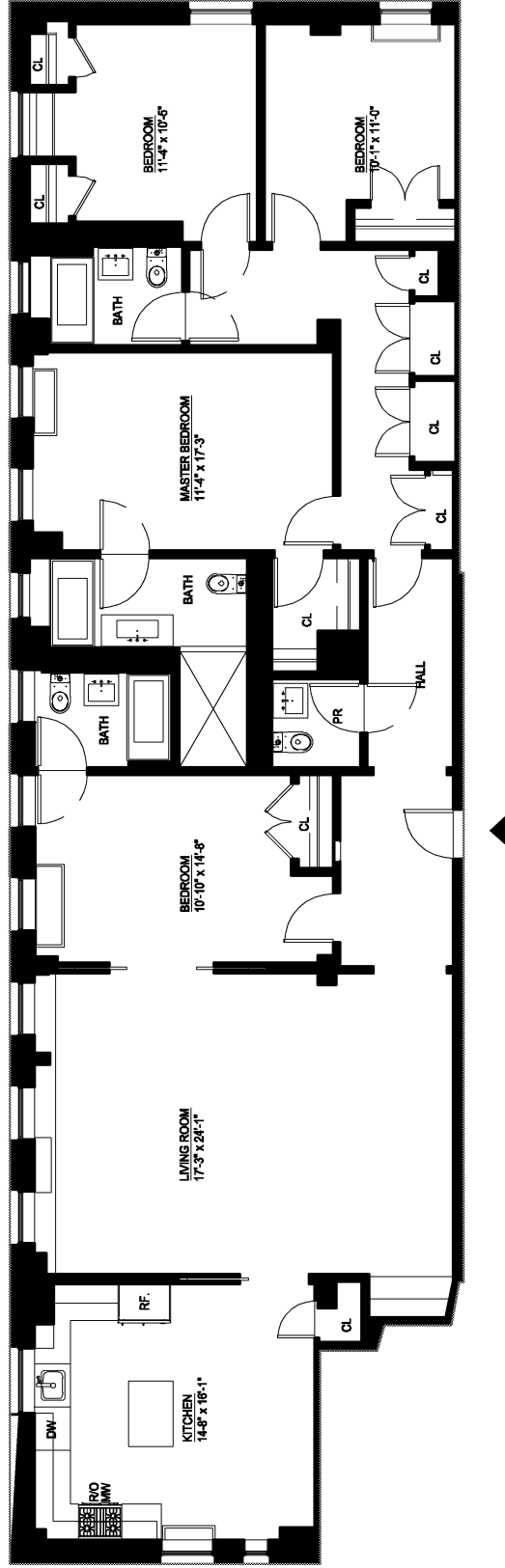
KEY PLAN



RESIDENTIAL UNIT: 9G
 1 BEDROOM / 1.5 BATH UNIT AREA: 995 SF
 06 FEBRUARY 2020

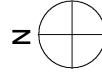
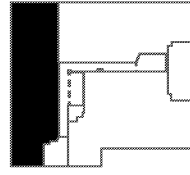
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



786

KEY PLAN

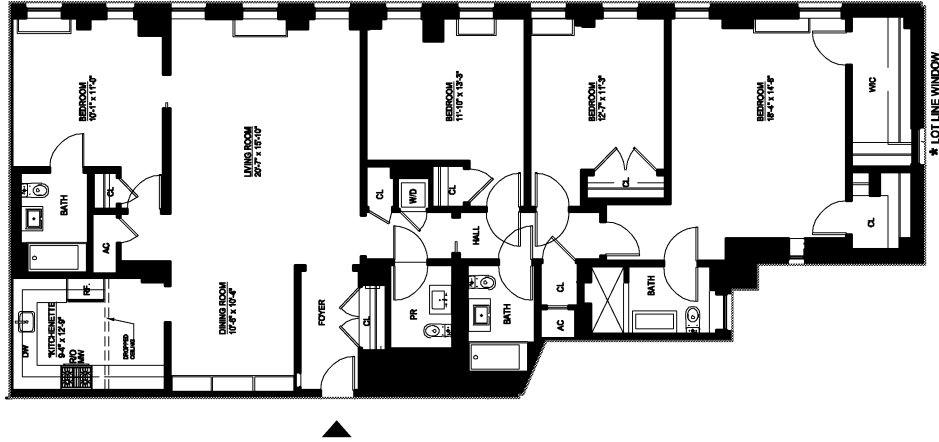


RESIDENTIAL UNIT: 10A, 11A, 12A, 14A, PH3A

4 BEDROOM / 3.5 BATH UNIT AREA: 2,239 SF
26 MAY 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
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CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



RESIDENTIAL UNIT: 10B, 11B, 12B, 14B, PH3B
 4 BEDROOM / 3.5 BATH UNIT AREA: 2,250SF
 26 MAY 2020

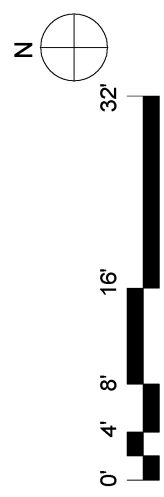
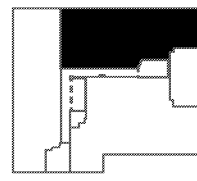
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CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

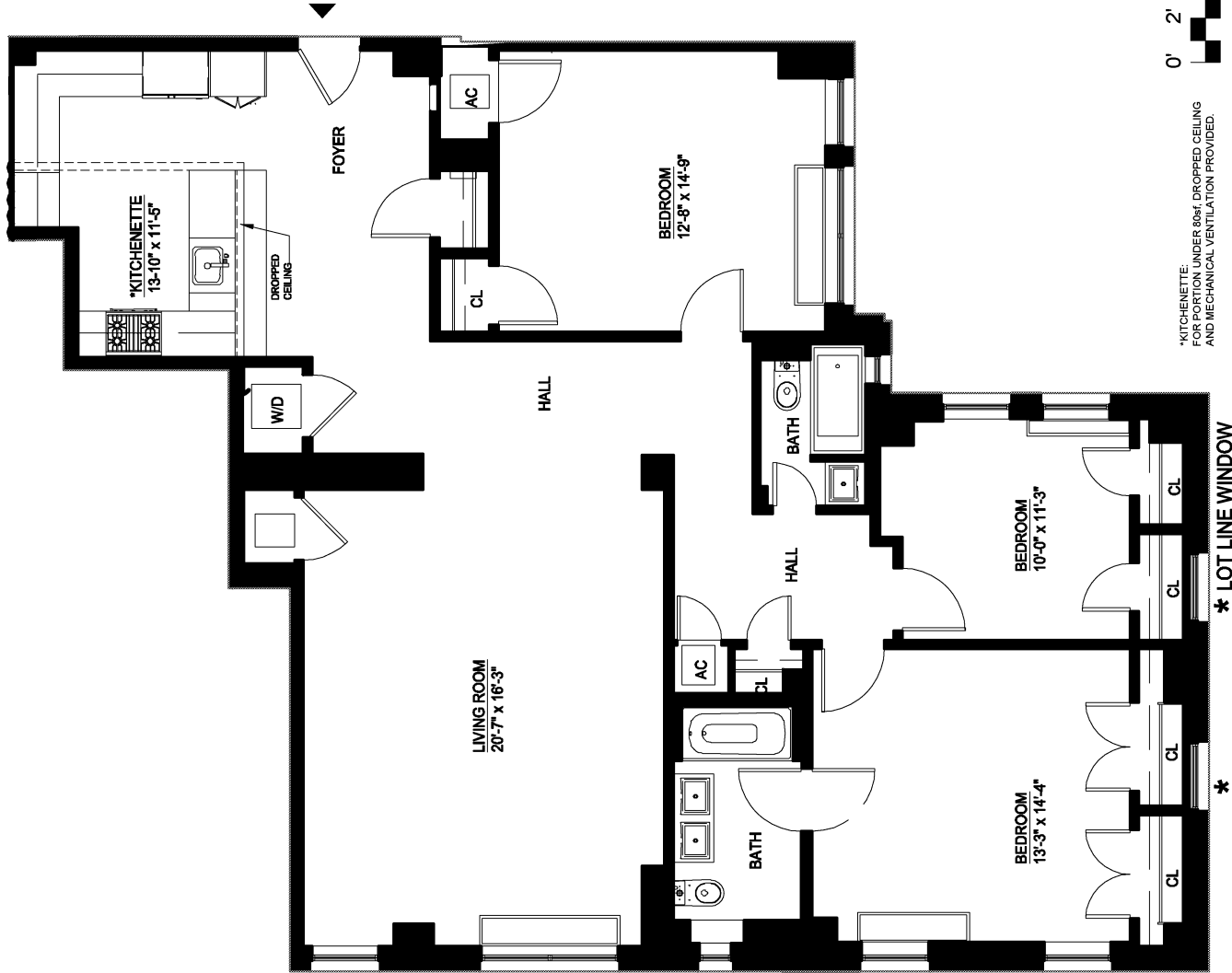
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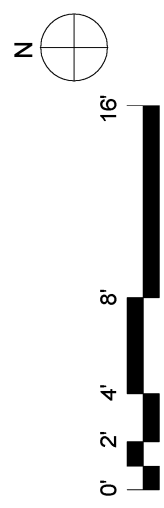
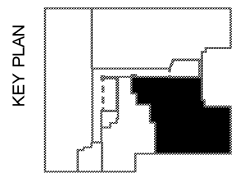
787

KEY PLAN





788

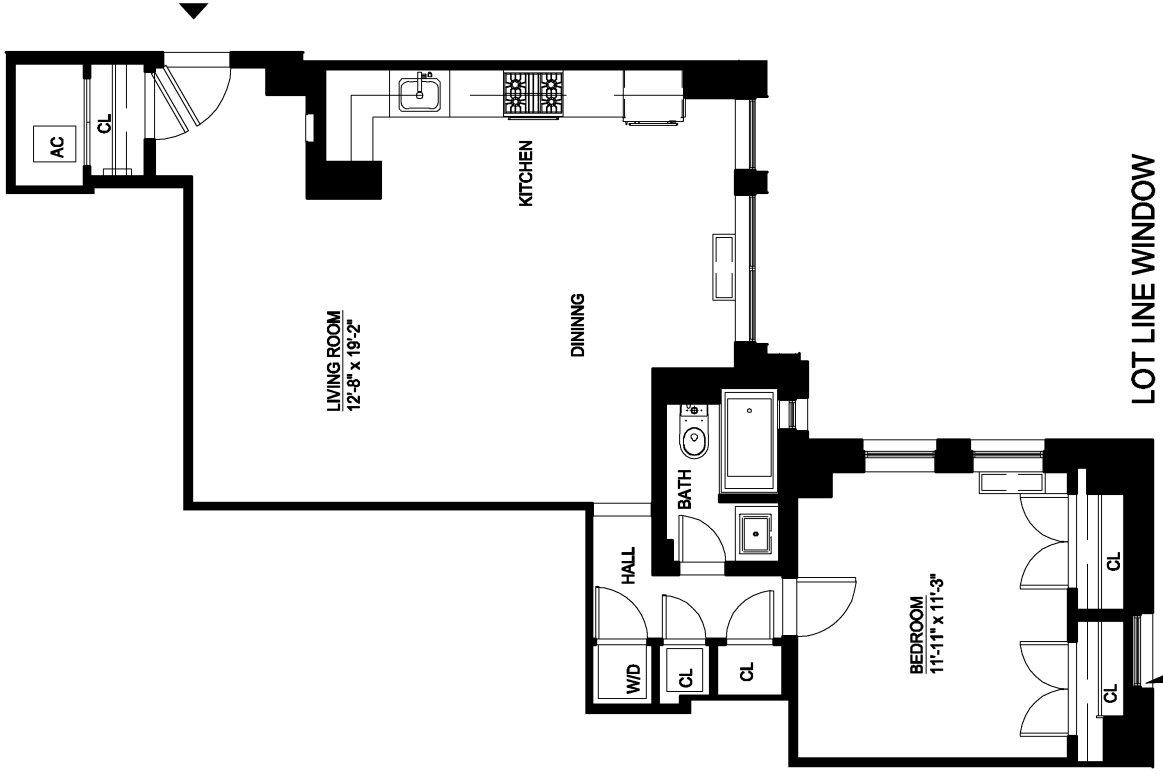


*KITCHENETTE:
FOR PORTION UNDER 80sf, DROPPED CEILING
AND MECHANICAL VENTILATION PROVIDED.

RESIDENTIAL UNIT: 11C, PH3C
3 BEDROOM / 2 BATH
06 FEBRUARY 2020
UNIT AREA: 1,703 SF

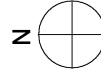
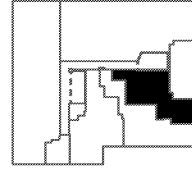
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



789

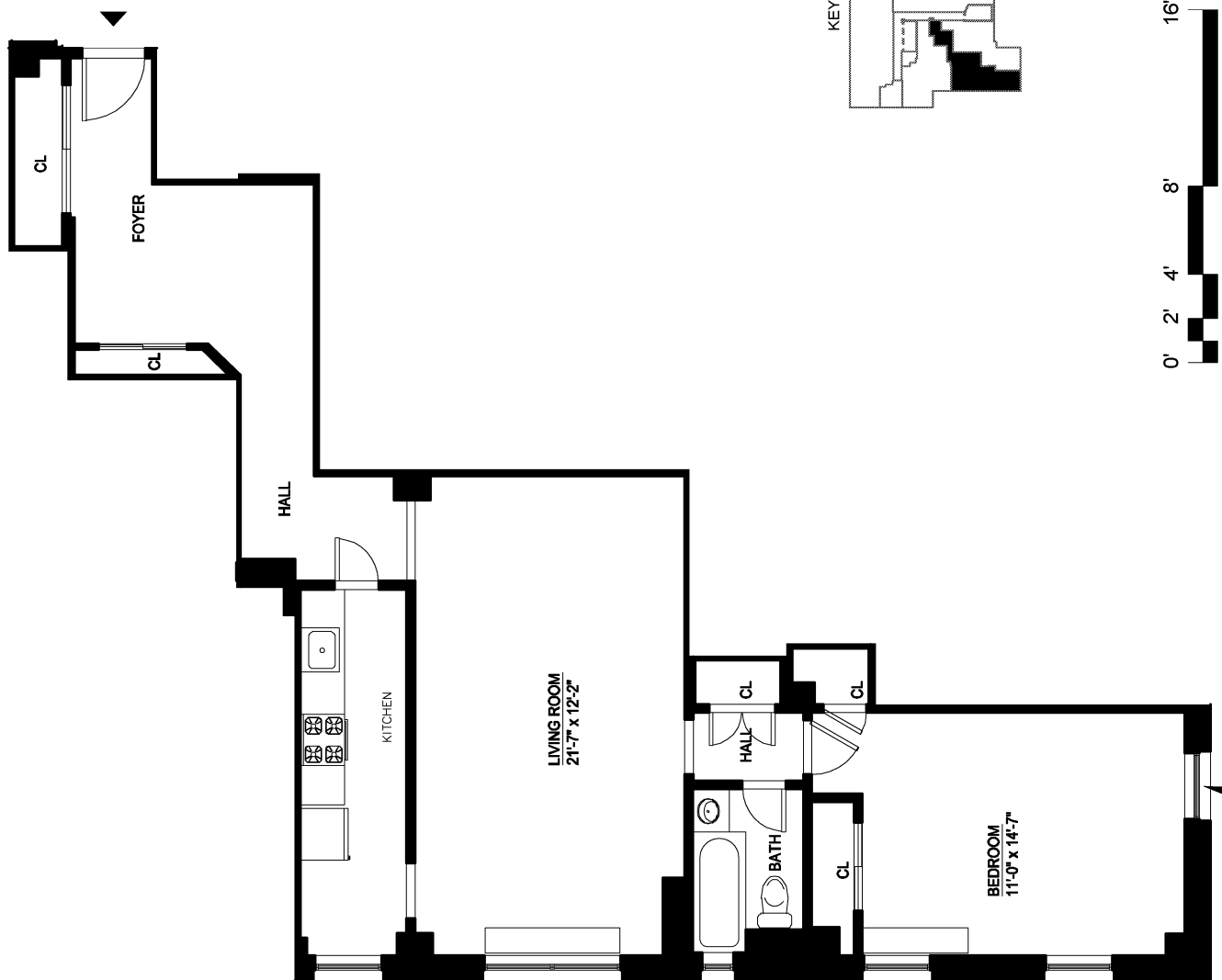
KEY PLAN



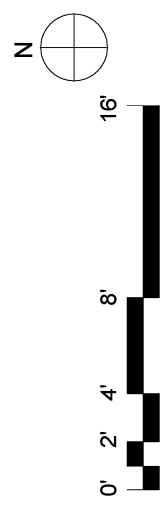
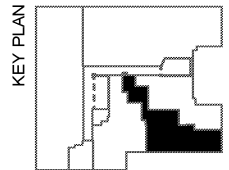
RESIDENTIAL UNIT: 12C
 1 BEDROOM / 1 BATH UNIT AREA: 792 SF
 08 MAY 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



790

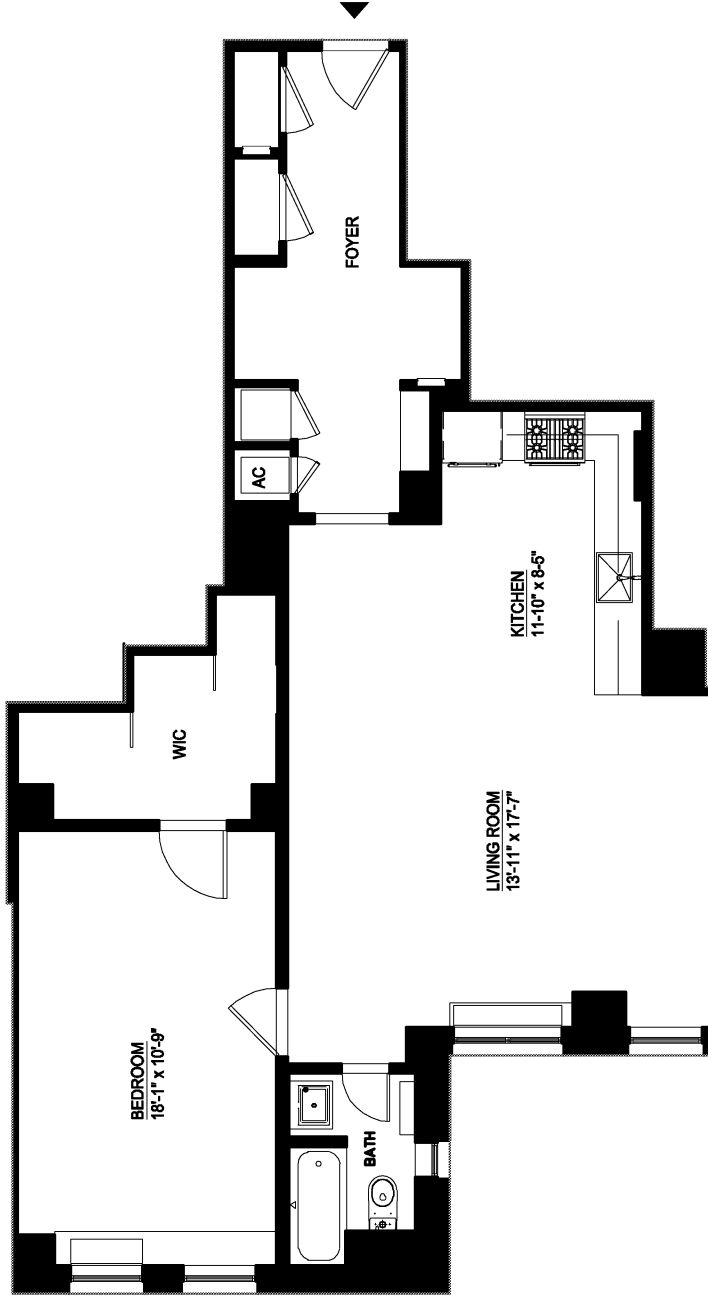


RESIDENTIAL UNIT: 12D
1 BEDROOM / 1 BATH UNIT AREA: 917 SF
08 MAY 2020

LOT LINE WINDOW

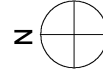
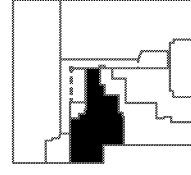
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



791

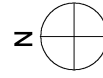
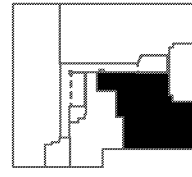
KEY PLAN



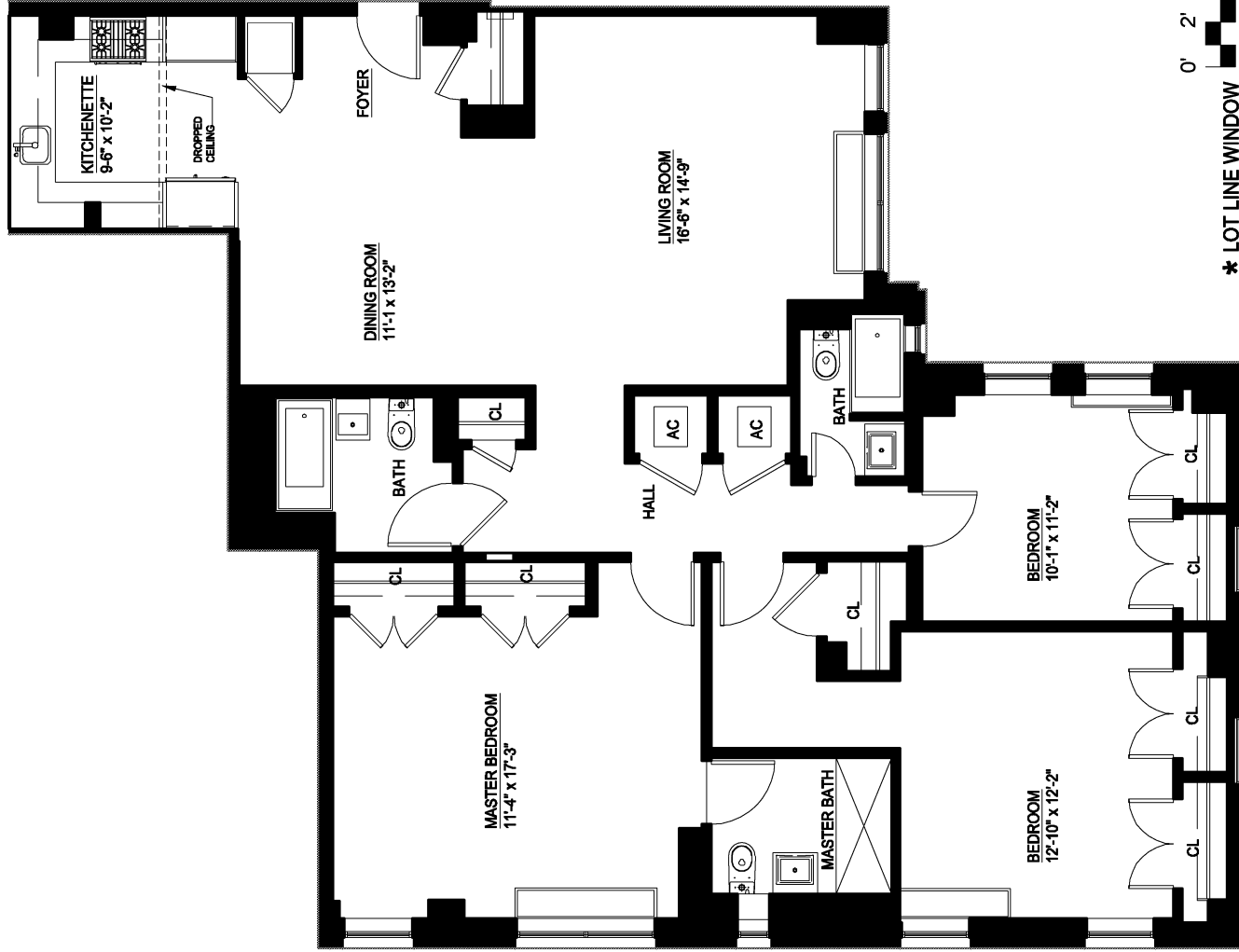
RESIDENTIAL UNIT: 12E
 1 BEDROOM / 1 BATH UNIT AREA: 995 SF
 06 FEBRUARY 2020

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. DIMENSIONS ARE MAXIMUM OVERALL SUBTRACT CUT-OUTS. WE RESERVE THE RIGHT TO MAKE CHANGES DUE TO UNFORESEEN CONDITIONS, IN ACCORDANCE WITH THE OFFERING PLAN. FLOOR NUMBERING REPRESENTS SALES UNIT DESIGNATIONS AND MAY VARY FROM CONSTRUCTION UNIT DESIGNATIONS.

393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

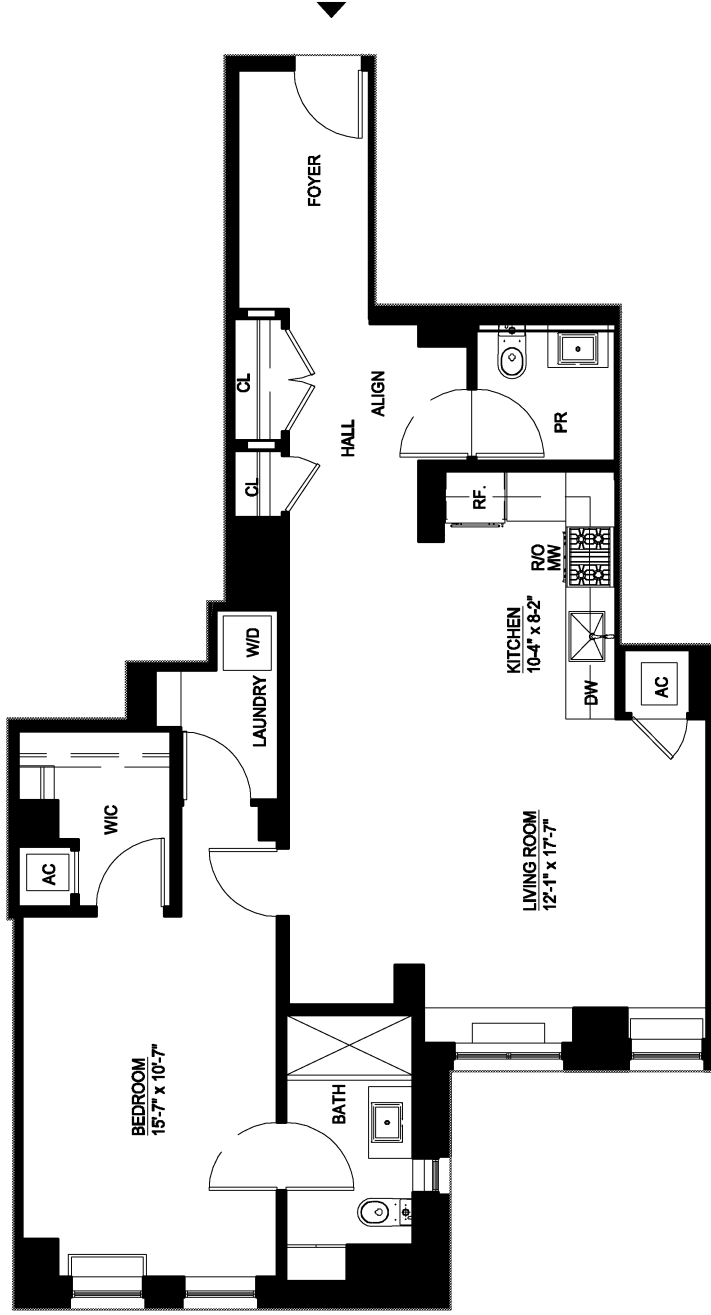


* LOT LINE WINDOW

**RESIDENTIAL UNIT: 14C**3 BEDROOM / 3 BATH
UNIT AREA: 1705 SF
06 FEBRUARY 2020

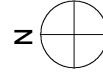
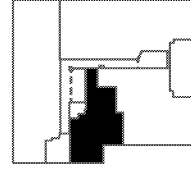
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004



793

KEY PLAN

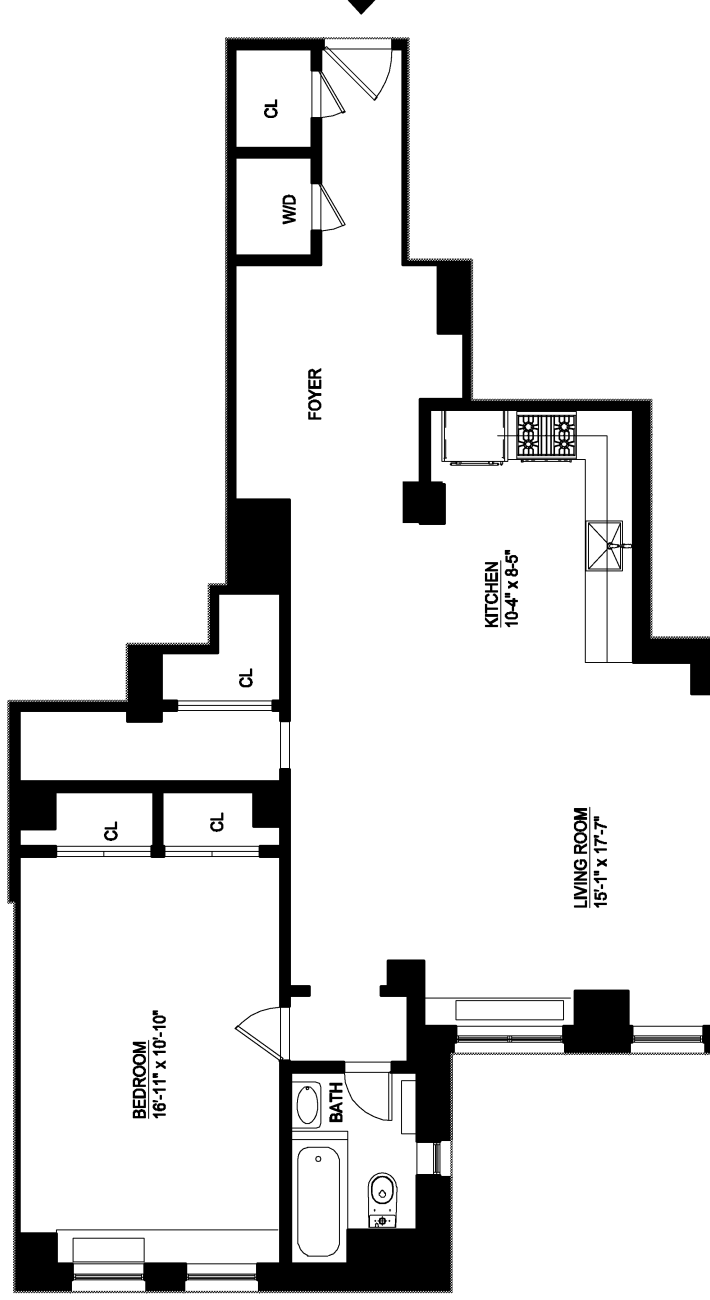


RESIDENTIAL UNIT: 14D

1 BEDROOM / 1.5 BATH UNIT AREA: 995 SF
26 MAY 2020

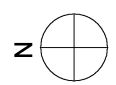
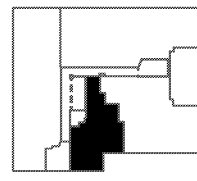
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393 West End Avenue
NEW YORK, NY 10024
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004



794

KEY PLAN



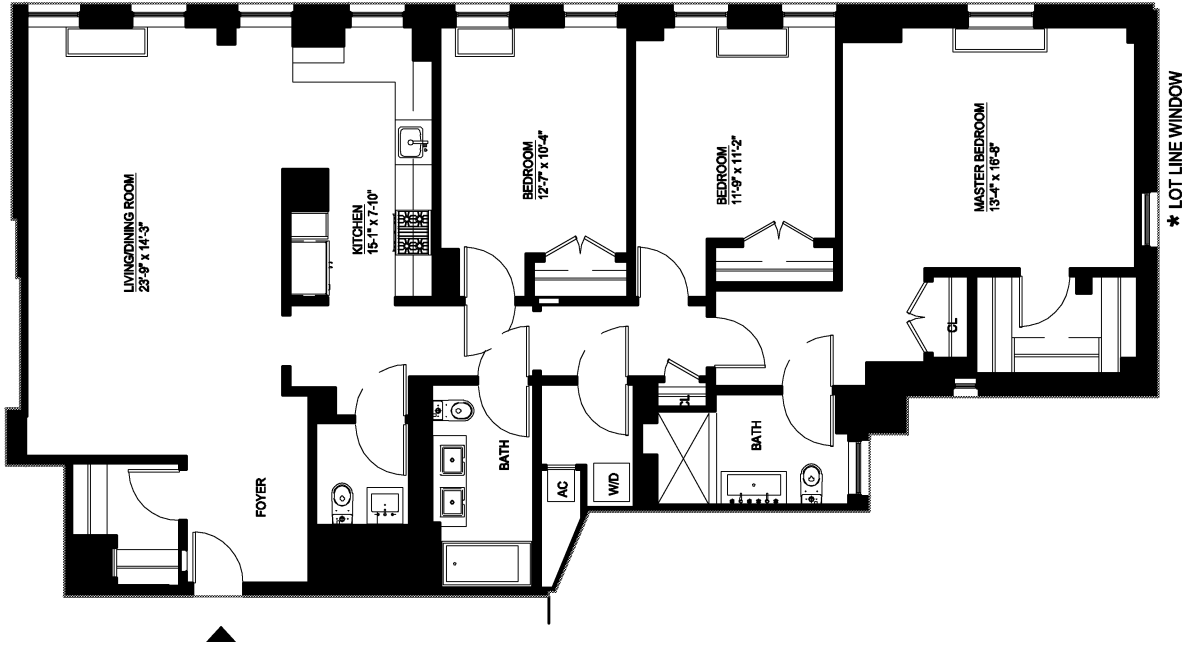
RESIDENTIAL UNIT: PH3D

1 BEDROOM / 1 BATH UNIT AREA: 995 SF
06 FEBRUARY 2020

393 West End Avenue
NEW YORK, NY 10024

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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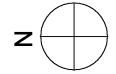
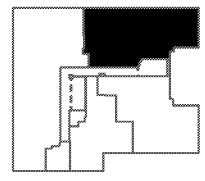


RESIDENTIAL UNIT: PH2B
 3 BEDROOM / 2.5 BATH UNIT AREA: 1,801 SF
 06 FEBRUARY 2020

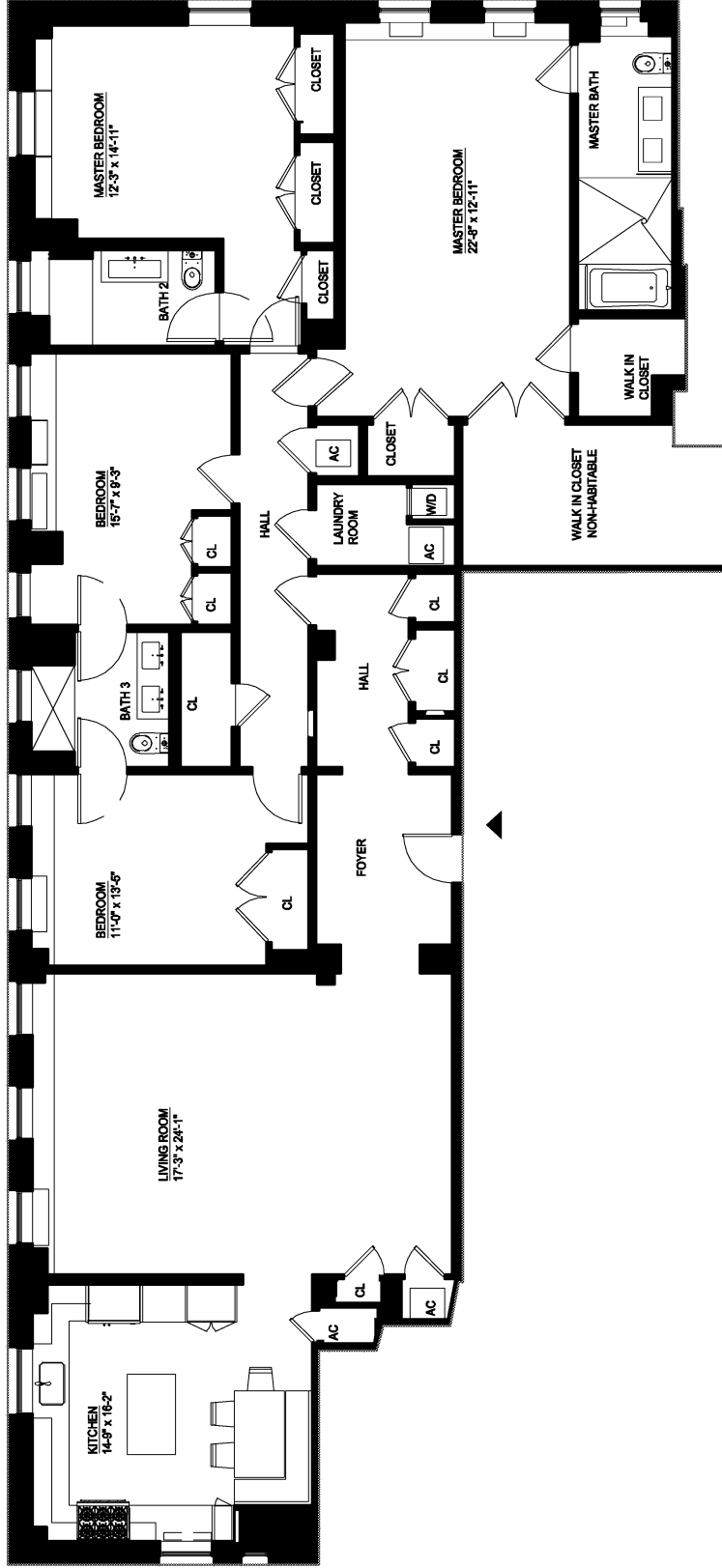
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 NEW YORK, NY 10024**
CETRARUDDY ARCHITECTURE DPC
 1 BATTERY PARK PLAZA
 NEW YORK, NY 10004

795

KEY PLAN

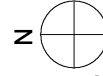


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796

KEY PLAN



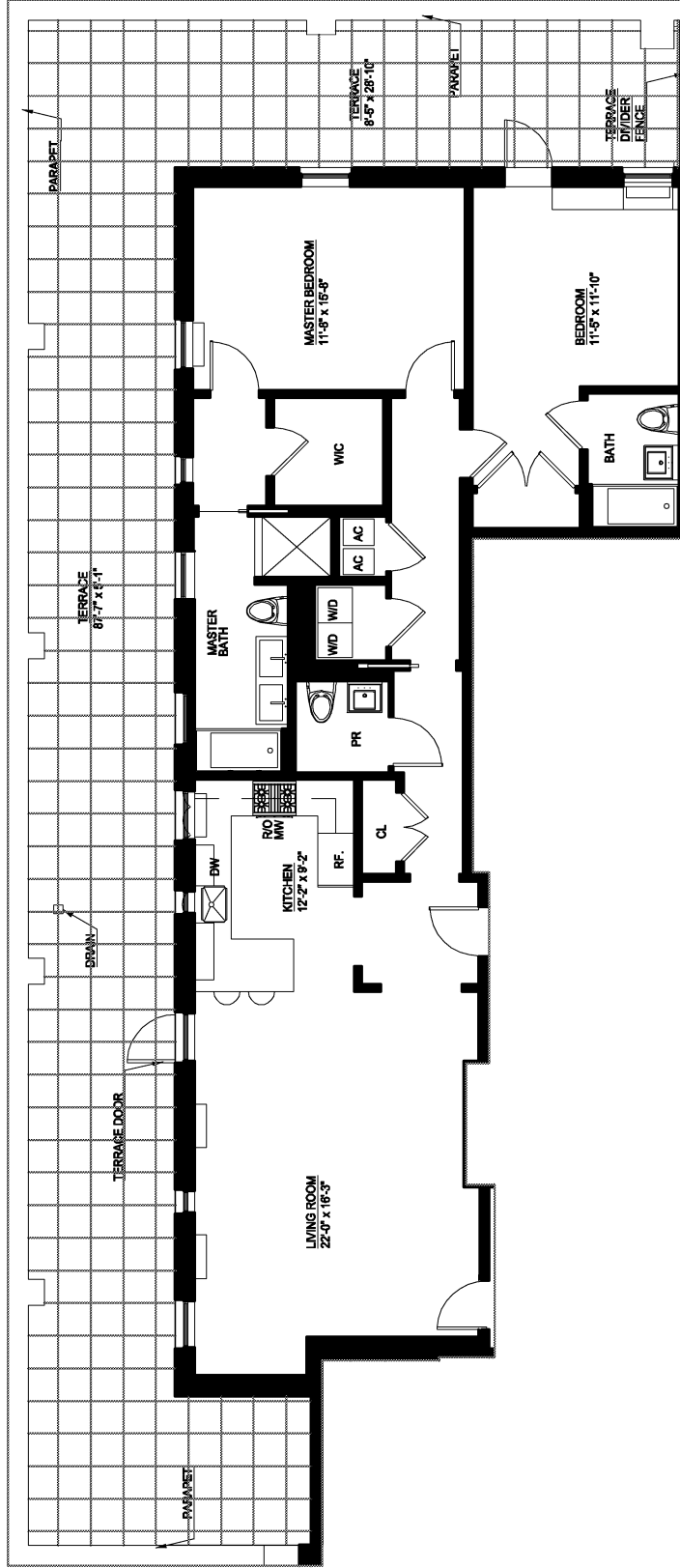
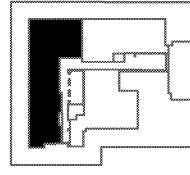
RESIDENTIAL UNIT: PH2A

4 BEDROOM / 3 BATH
06 FEBRUARY 2020 UNIT AREA: 2,688 SF

**393 West End Avenue
NEW YORK, NY 10024**

CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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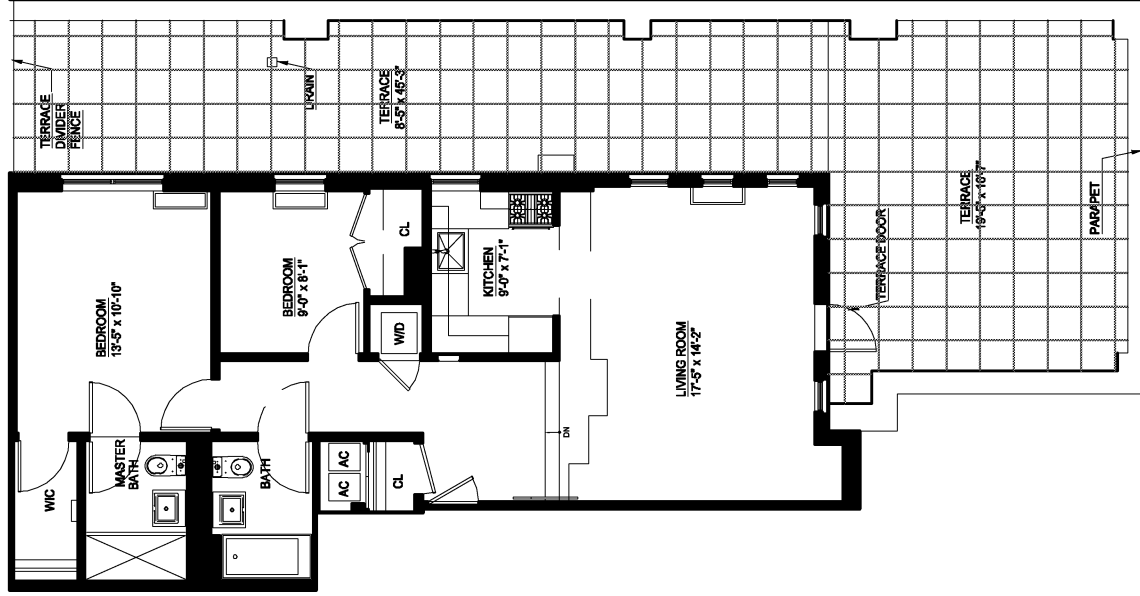


RESIDENTIAL UNIT: PH1A

2 BEDROOM / 2.5 BATH UNIT AREA: 1,471 SF
26 MAY 2020 TERRACE AREA: 1,042 SF

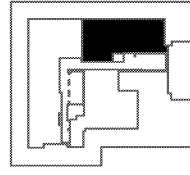
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393 West End Avenue
NEW YORK, NY 10024
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1 BATTERY PARK PLAZA
NEW YORK, NY 10004



798

KEY PLAN



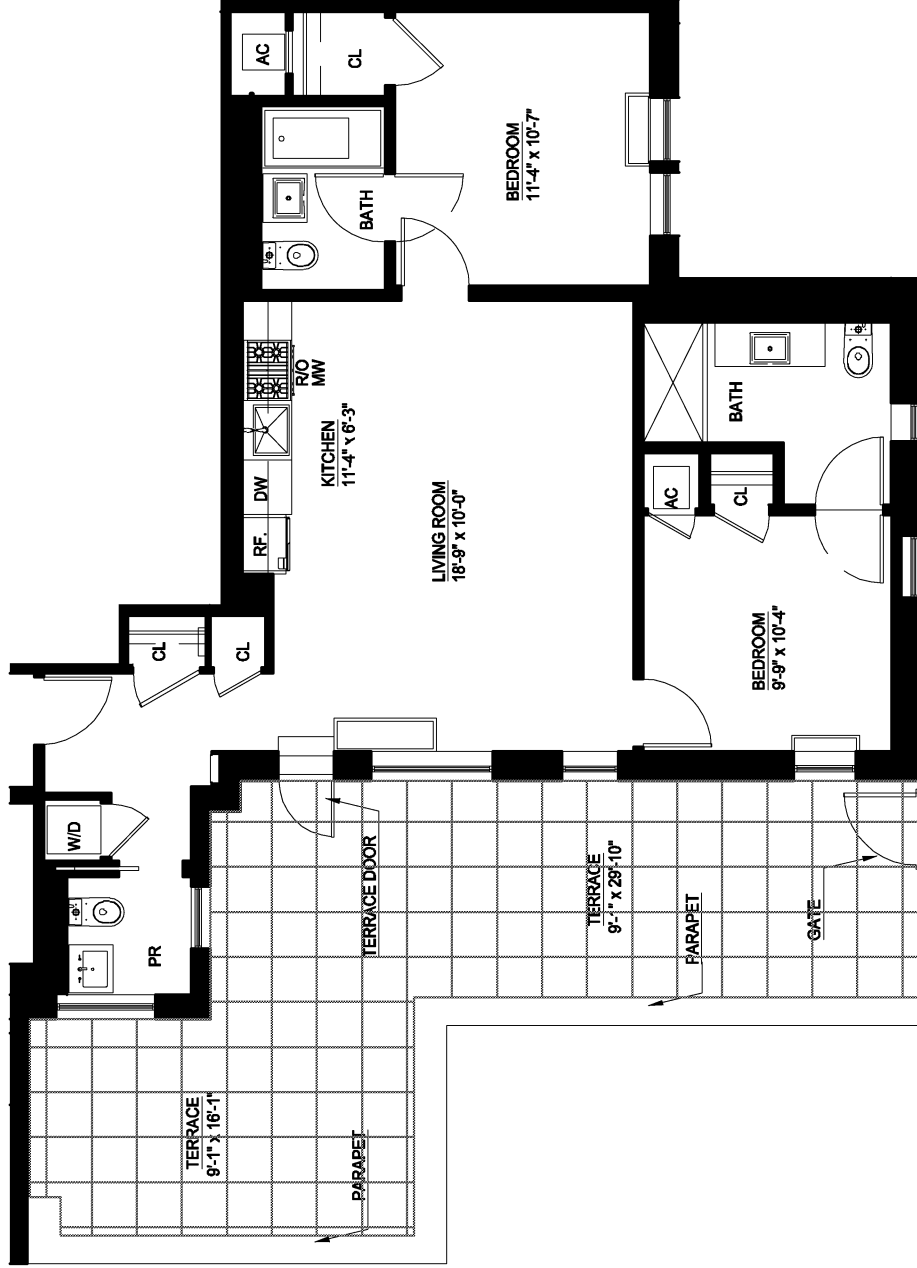
RESIDENTIAL UNIT: PH1B

2 BEDROOM / 2 BATH
26 MARCH 2020
UNIT AREA: 938 SF
TERRACE AREA: 708 SF

**393 West End Avenue
NEW YORK, NY 10024**

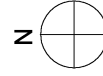
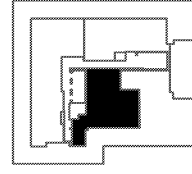
CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004

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799

KEY PLAN



RESIDENTIAL UNIT: PH1C

2 BEDROOM / 2.5 BATH UNIT AREA: 961 SF
26 MAY 2020

**393 West End Avenue
NEW YORK, NY 10024**

**CETRARUDDY ARCHITECTURE DPC
1 BATTERY PARK PLAZA
NEW YORK, NY 10004**

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PURCHASE AGREEMENT

PURCHASE AGREEMENT

CS 393 LLC

Sponsor

With

Purchaser

Unit Number _____

**393 WEST END AVENUE CONDOMINIUM
393 WEST END AVENUE
NEW YORK, NEW YORK 10024**

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SCHEDULE A – PERMITTED ENCUMBRANCES

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SCHEDULE C – INSPECTION STATEMENT

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LEAD-BASED PAINT HAZARDS

SCHEDULE E – RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

SCHEDULE F1– AFFIDAVIT OF BONA FIDE TENANT PURCHASER FOR PURPOSES OF
DECLARING THE OFFERING PLAN EFFECTIVE

SCHEDULE F2– AFFIDAVIT OF BONA FIDE NON-TENANT PURCHASER FOR PURPOSES
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SCHEDULE G – RIDER TO PURCHASE AGREEMENT RE: STORAGE LOCKER

PURCHASE AGREEMENT**UNIT NUMBER _____**

**393 WEST END AVENUE CONDOMINIUM
393 WEST END AVENUE
NEW YORK, NEW YORK 10024**

AGREEMENT, made as of _____, _____, between Sponsor and Purchaser (defined below).

W I T N E S S E T H :**1. THE PLAN**

Purchaser acknowledges having received and read a copy of the Offering Plan for 393 West End Avenue Condominium and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 business days prior to Purchaser's signing this Agreement. If Purchaser is not a Tenant, Purchaser understands that if Purchaser has not received and read the Plan and all amendments thereto at least 3 business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within 7 days from the date Purchaser delivers an executed Purchase Agreement together with the required Initial Deposit to Sponsor. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Residential Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

2.1 "Sponsor" means CS 393 LLC, having an address at 757 3rd Avenue, 17th Floor, New York, New York 10017. Sponsor's taxpayer identification number is 46-0647101.

2.2 "Purchaser" means _____ having an address at _____, _____, _____. Purchaser's social security number / EIN is: _____.

2.3 "Attorney for Sponsor" means Starr Associates LLP, having an address at 220 East 42 Street, Suite 3302, New York, New York 10017; Attention: Evelyn D'Angelo, Esq., Esq. Telephone number: (212) 620-2680. Fax number: (212) 696-5013. E-mail address: edangelo@starr-lawfirm.com.

2.4 "Attorney for Purchaser" means _____, having an address at _____, _____. Attention: _____, Esq. Telephone number: (_____) _____. Fax number: (_____) _____. E-mail address: _____.

2.5 “Selling Agent” means Halstead Property Development Marketing, having an address at 445 Park Avenue, 12th Floor, New York, NY 10022. Telephone number: (212) 381-4203.

2.6 “Co-Broker” means ____.

2.7 “Escrow Agent” means Attorney for Sponsor.

2.8 “Title Company” means National Land Tenure Company, having an address at 950 Franklin Avenue, 2nd Floor, Garden City, New York 11530. Telephone number: (516) 227-0800. Fax number: (516) 227-1160.

3. **THE UNIT**

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the Unit designated as Unit ____ in the Declaration, (“Unit”), together with its undivided ____% interest in the Common Elements appurtenant to such Unit.

4. **PURCHASE PRICE**

4.1 The Purchase Price of the Unit (“Purchase Price”) is \$_____.

The Purchase Price is payable as follows:

(a) \$_____ (“Initial Deposit”) due upon Purchaser’s signing and delivering this Agreement;

(b) \$_____ (“Additional Deposit” due upon the earlier to occur of (i) 6 months after the execution date of this Agreement, or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective; and

(c) \$_____ (“Balance of the Purchase Price”) due upon the delivery of the deed to the Unit.

(d) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Deposit and Additional Deposit shall be due upon Purchaser’s signing this Agreement.

4.2 Purchaser must deliver the payment of a Deposit or the Balance of the Purchase Price by wire transfer unless Sponsor offers, in Sponsor’s sole discretion, to accept an official bank check. Any and all wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser. All instruments (a) in payment of a Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of “Starr Associates LLP, as Escrow Agent”) and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as directed by Sponsor. In the event Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company which is a member of the New York Clearinghouse Association, with the understanding that checks drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the escrow bank or any other bank in connection therewith; (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall constitute a non-curable default under this Agreement, rendering this Agreement void *ab initio* and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under this Agreement and the Unit may be sold to another as though this Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under this Agreement,

entitling Sponsor at its option to exercise the remedies set forth in section 13 hereof. All instruments accepted by Sponsor are subject to collection. In the event that Sponsor offers, in its sole discretion, to accept electronic payments, such electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

5. DEPOSITS TO BE HELD IN TRUST

All Deposits made pursuant to this Agreement are subject to the requirements of Sections 352-e(2) (b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto. All monies received from Purchaser towards a Deposit shall be delivered to Escrow Agent and shall be held in accordance with the Section of the Plan entitled "Escrow and Trust Fund Requirements" a copy of which is annexed hereto as Schedule E and made a part hereof. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of all Deposits to Sponsor in the event Sponsor and Purchaser close title under this Agreement. In the event Sponsor cannot convey title to the Unit to Purchaser by reason other than Purchaser's default, all Deposits shall be returned to Purchaser, within 30 business days of Sponsor's notification to Purchaser that it cannot convey title.

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the offices of Starr Associates LLP, 220 East 42 Street, Suite 3302, New York, New York 10017 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than 30 days' prior notice ("Initial Closing Notice"). After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for Closing at any time on notice to Purchaser, which new Closing notice shall fix a new date, hour and place for the Closing. The rescheduled Closing shall not be earlier than: (a) the date set forth in the Initial Closing Notice or, (b) 5 days from the date of Sponsor's Closing adjournment notice. These notice provisions may be modified or waived by an agreement signed by Sponsor and Purchaser. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Attorney for Sponsor at Closing, an extra fee as set forth in the Plan.

6.2 The term "Closing Date" "Closing" "Closing of Title" or words of similar import, whenever used herein, shall mean the conveyance of title to the Unit from Sponsor to Purchaser.

6.3 The Closing of Title shall only occur with or after compliance with the prerequisites to Closing and the Section of the Plan entitled "Terms of Sale."

7. CLOSING DOCUMENTS

7.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser. The deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly complete and execute before a notary public the New York City and New York State Transfer Tax Return Forms and any other forms then required by Law, all of which shall be prepared by Sponsor.

7.2 At the Closing of Title, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor prepared by Sponsor substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in compliance with IRS Section 1445 as amended, or any successor provision or regulation promulgated thereunder.

7.4 At the Closing of Title, Sponsor and Purchaser shall execute and acknowledge in form for recording such other documents that are reasonably necessary or customary in connection with the conveyance of a condominium unit, including, but not limited to, title affidavits, transfer tax forms, reporting information in respect of real estate transactions, smoke detector affidavit and window guard notices.

7.5 The executed deed, transfer tax forms and power of attorney shall be delivered at the Closing to the representative of the Title Company insuring Purchaser's title (or, if no such representative is present, then to the Attorney for Sponsor) for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium Board.

7.6 If Purchaser is a tenant or occupant of the Unit or another Unit in the Building pursuant to a lease or Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor a surrender of such lease or Use and Occupancy Agreement.

7.7 Purchaser's payment of the Balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the Closing, and nothing herein shall be in derogation of the rights of purchasers under Article 23-A of the General Business Law, the Plan, and Part 23 of the Regulations issued by the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing of Title, Sponsor shall convey to Purchaser and Purchaser shall accept such fee simple title to the Unit as the Title Company will insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in Schedule A annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition which is not set forth in Schedule A annexed hereto shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to Closing to the Title Company, together with the attendant recording or filing fee, if any, or (b) the Title Company (or such other title insurance company Purchaser may utilize), is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien. Sponsor shall not be obligated to cause Purchaser's title company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exception.

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the Closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of Article 13 below, Purchaser shall be deemed at fault for not having sent timely notice, and the Closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser. Notwithstanding the foregoing, delivery of a title report to Attorney for Sponsor at least ten (10) days prior to the Closing shall be deemed written notice of any title defects.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey fee simple title to the Unit in accordance with the Plan, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's

liability will be limited to any loss or damage not covered by Purchaser's title insurance company. If Purchaser did not obtain title insurance at the Closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from Purchaser's title insurance company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law. This provision shall survive Closing.

9. CLOSING ADJUSTMENTS

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

- (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;
- (b) Common Charges (if Common Charges have been assessed by the Condominium Board) and assessments for the month in which title closes; and
- (c) if Purchaser is a tenant or occupant or is permitted to occupy the Unit or another Unit in the Building prior to Closing, accrued rent or use and occupancy charges and any other charges pursuant to a lease or Use and Occupancy Agreement, if any, covering such Unit.

9.2 If the Unit has been separately assessed for real estate taxes but the Closing of Title occurs before the tax rate is fixed, adjustment of real estate taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the Closing, if any, shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed for real estate taxes as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. In addition, Purchaser shall pay the Unit's proportionate share of real estate taxes for the next ensuing tax period and Sponsor or the Condominium will pay such real estate taxes directly to the City of New York. Sponsor shall not be obligated to reimburse Purchaser after the Closing on account of any difference between the amount of real estate taxes for the then current tax period paid by Purchaser at Closing calculated according to the above formula and the amount of real estate taxes subsequently billed by the City of New York to such Purchaser (as Unit Owner).

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

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date subject to Sponsor's rights under Section 13.2 of this Agreement, (a) the Closing apportionments described in Section 9.1 of this Agreement 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 increased 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 0.03% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) 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 the Unit on the rescheduled Closing Date.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein in the Plan.

9.6 Any errors or omissions calculating apportionments at Closing shall be corrected and, any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing of Title.

10. MORTGAGE TAX CREDIT

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

11. CLOSING COSTS

In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Closing Costs and Adjustments." All such Closing Costs shall be paid by Purchaser, at Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or Building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

13. DEFAULT BY PURCHASER

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

- (i) Purchaser's failure to close title to the Unit on the scheduled Closing Date; or

(ii) Purchaser's failure to pay when due, or the dishonor of any check delivered by Purchaser to Sponsor in payment of the Additional Deposit, the Balance of the Purchase Price, or any closing adjustment, closing cost or fee, including, without limitation, attorneys' fees required to be paid by Purchaser as set forth in the Plan or in this Agreement; or

(iii) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or

(iv) if Purchaser is a tenant or occupant or is permitted to occupy the Unit or another Unit in the Building, Purchaser's failure to pay rent or use and occupancy charges when due, or otherwise comply with another lease or occupancy obligation; or

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

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien; or

(viii) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or

(ix) Purchaser's listing the Unit for sale or rental with any broker, placing or authorizing any listing in any broker's listing system or any other listing service or advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed in Sponsor's sole and absolute discretion; or

(x) an Event of Default by Purchaser beyond any applicable grace period under a purchase agreement between Purchaser and Sponsor for another Unit at the Property.

(xi) Purchaser's failure to (i) execute and return to the Purchaser Affidavit set forth in either Schedule F-1 or Schedule F-2 (re-execution thereof) to Sponsor, as and when required or requested by Sponsor of the Department of Law; (ii) deliver any and all additional information the Department of Law may require or request; and (iii) otherwise cooperate in any inquiry the Department of Law may initiate into the intended occupancy of the Unit.

13.2 TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Additional Deposit, the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of notice of cancellation to cure the specified default. If the default is not cured within such 30 days, **TIME BEING OF THE ESSENCE**, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages (a) all Deposits and any interest earned thereon, and (b) Special Work Funds.

Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

In addition, in the event unit upgrade work has been commenced and there is an Event of Default, Sponsor shall be entitled to commence an action against Purchaser to recover the cost of restoration of the Unit to its condition prior to the performance or installation of any unit upgrades but only to the extent actually incurred by Sponsor.

If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close title to the Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled under this Agreement (including, but not limited to, attorneys' fees, disbursements and costs of collection).

14. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan. The Plan may be abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and all Deposits, together with any interest earned thereon, shall be returned to Purchaser within 30 days from the filing date of the amendment abandoning the Plan. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

15. SPONSOR'S INABILITY TO CONVEY THE UNIT

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the Building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all Deposits and all other sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within 15 days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e. to acquire title subject to such inability).

16. FIXTURES, APPLIANCES AND PERSONAL PROPERTY

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items.

17. CONDITION OF PROPERTY

The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including the Building, the Common Elements, the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein (hereinafter collectively called "Installations"), in their respective existing conditions, ordinary wear and tear excepted between the date Purchaser signs this Agreement (with respect to Non-Tenant Purchasers), or the Filing Date of the Plan (with respect to Tenant-Purchasers), and delivery of the deed to Purchaser. Purchaser acknowledges having read the Description of Property, which sets forth a description of the physical condition of the Building set forth in Part II of the Plan and having been given the opportunity to review the Section of the Plan entitled "Sponsor's Statement of Building Condition." Purchaser understands that Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Installations, except as may otherwise be set forth in the Plan. Sponsor has agreed in the Plan to maintain the Building and the Common Elements in substantially the same condition they were in on the Filing Date, until the First Closing (subject to ordinary wear and tear between the Filing Date and the First Closing), unless prevented from doing by reason of acts or events beyond Sponsor's control, as more particularly set forth in the Plan. Subject to rights of existing tenants and occupants, Non-Tenant-Purchasers shall be given a reasonable opportunity to examine the Unit prior to Closing and it is recommended that Purchasers make a careful examination at such time.

18. RENOVATION [FOR VACANT UNITS]

18.1 The renovation of the Unit, if applicable, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan, subject to the right of Sponsor to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). With respect to a combined unit, the issuance of a letter of completion or similar document issued by the Buildings Department reflecting the combined Unit, if required, shall be deemed presumptive evidence that the Unit has been fully completed in accordance with the Plan.

18.2 The renovation of the Unit and the correction of any defects in the renovation thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan, as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor," and will only be responsible to correct any defects in the Unit to the extent, and on the terms and conditions, set forth in such Section.

18.3 The Closing of Title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale" in Part I of the Plan. As a result, if all such prerequisites are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow), notwithstanding any construction items noted on Purchaser's Inspection Statement (as herein defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building or the Unit.

18.4 The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the Section of the Plan entitled "Terms of Sale." Purchaser acknowledges that renovation of the Unit may be delayed by late delivery of material or equipment, labor difficulties, unavailability of Building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building to be renovated by Sponsor will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the

Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

19. INSPECTION OF THE UNIT [FOR VACANT UNITS]

19.1 Upon receipt of the Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the interior of the Unit within the 7 days prior to the Closing Date fixed by the Closing Notice. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule C to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the interior of the Unit within 7 days prior to the Closing Date fixed by the Closing Notice or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from appearing at the Closing, paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

19.2 Any work set forth on the Inspection Statement shall be completed by Sponsor as agreed in writing and shall not be grounds for delaying the Closing. Purchaser will be obligated to provide Sponsor and its contractors, subcontractors, agents and employees, unfettered access to the Unit and any Limited Common Elements appurtenant thereto after Closing in order to complete the work on the Inspection Statement, failing which Sponsor shall be relieved of its obligations to complete the work set forth on the Inspection Statement. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any work set forth on the Inspection Statement.

20. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing of Title the Unit is damaged by fire or other casualty, the following shall apply:

20.1 If Purchaser is the existing tenant or occupant of the Unit, or if Purchaser is given possession of the Unit prior to Closing pursuant to a Use and Occupancy Agreement or otherwise, then Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its Installations. However, until Closing Sponsor will remain responsible to make those repairs required of it as landlord under any existing lease or Use and Occupancy Agreement and, after Closing, the Condominium Board will be responsible to make those repairs required of it under the Condominium Declaration and By-Laws. If Purchaser is not the existing tenant or occupant of the Unit, or if Purchaser is not given possession of Unit prior to Closing pursuant to a Use and Occupancy Agreement or otherwise, the risk of loss to the Unit by fire or other casualty until the earlier of Closing of Title or possession of the Unit by Purchaser is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

20.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to Purchaser all Deposits delivered pursuant to this Agreement, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all Deposits and other such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. NO REPRESENTATIONS

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented. Purchaser has relied solely on Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor does not make any representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, and (b) that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial inaccuracy or error. The provisions of this Article shall survive the Closing of Title.

22. PROHIBITION AGAINST ADVERTISING

Purchaser is prohibited under this Agreement from taking any of the following actions until the Closing of Title pursuant to this Agreement, without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing the Unit for sale or rental with any broker, (ii) placing or authorizing any listing in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental. Any such action by Purchaser shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement. In addition Purchaser acknowledges that a Unit Owner who acquired title to the Unit from Sponsor is prohibited under this Agreement for a period of twelve (12) months from the First Closing from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. Unless it would constitute a prohibited discriminatory inducement, the prohibitions set forth in (i) through (iii) above may be waived by Sponsor upon the Unit Owner's prior written request, which waiver and any conditions thereto may be granted, withheld or delayed, in Sponsor's sole and absolute discretion. The provisions of this Article shall survive the Closing of Title.

23. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent and the Co-Broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the Co-Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent or the Co-Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including legal fees. The provisions of this Article shall survive the Closing of Title.

24. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld, conditioned, or delayed. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall have such right, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) Purchaser delivers to Attorney for Sponsor the fee set forth in the Plan for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing is not delayed as a result of such assignment, (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by Attorney for Sponsor, the obligations of Purchaser under this Agreement and (v) the assignment is made without consideration. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement, and shall be voidable at the option of Sponsor.

25. SALE SUBJECT TO EXISTING TENANCY

25.1 The following is applicable to Purchaser of Units occupied by others:

Complete the following only if Purchaser is not the tenant of the Unit:

Unit is Vacant: Yes () No ()

If Unit is Occupied:

Monthly Rent: \$ _____

Current Lease Term Expires: _____
or month-to-month ()

Rent Security: \$ _____

Unit is Occupied by a Non-Purchasing Tenant: Yes () No ()

25.2 Purchaser acknowledges that the Unit being sold hereunder is subject to the lease or tenancy of the present tenant and Section 352-eeee of the New York State General Business Law ("GBL") as explained more fully in the Plan under the Section entitled "Rights of Existing Tenants" and Purchaser and Purchaser's successors and assigns shall continue to be bound by such laws and regulations so long as such occupancy continues.

25.3 Purchaser further acknowledges as set forth in the Plan, that if a Non-Purchasing Tenant is in possession of the Unit on the Closing Date hereunder, Purchaser will assume the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same be greater or less than the Common Charges established from time to time by the Condominium Board) and the obligation to repair and maintain the Unit (including its equipment and appliances) for the benefit of the existing tenant. From and after delivery of the deed, Purchaser alone will bear the entire costs and expenses of owning the Unit (including, but not limited to, any legal fees and litigation expenses incurred in enforcing the lease and obtaining possession of the Unit).

25.4 Purchaser acknowledges that if the tenant of the Unit exercises any right granted under the Plan (or any amendment thereto) or under the Rent Laws or GBL or other applicable law, which may or may not exist as of the date of this Agreement, or any administrative or judicial interpretation thereof, to purchase the Unit, then upon the Closing of such purchase, this Agreement shall be deemed canceled and, within thirty (30) days after the occurrence of such event, all monies paid by Purchaser hereunder shall be refunded. Upon such repayment, Purchaser, Sponsor, Selling Agent, and any other party hereto shall be (and hereby are) released and discharged of all liability or obligations hereunder and under the Plan.

25.5 Purchaser hereby irrevocably appoints the Managing Agent of the Condominium (which managing agent may be replaced from time to time by the Condominium Board) as Purchaser's agent, coupled with an interest, to provide for the account and at the expense of Purchaser, all services and facilities required by Law on a non-discriminatory basis, to the Non-Purchasing Tenant who has the right to occupy the Unit Purchaser is purchasing until such time as such right of occupancy terminates. Purchaser agrees to deposit with the managing agent at the Closing hereunder a sum of not less than an amount equal to two months Common Charges to be used as working capital to furnish service and facilities required under the Non-Purchasing Tenant's lease and those required by the GBL. Purchaser agrees that upon written notice by the then managing agent that such deposit has been diminished, that Purchaser shall replenish such fund within 30 days thereafter. Purchaser further understands that Sponsor will guarantee the obligation of the then managing agent to provide all such services and facilities until such time as Sponsor relinquishes control of the Condominium Board and Purchaser will indemnify Sponsor for all costs expended by Sponsor on Purchaser's behalf. The provisions of this paragraph shall survive the Closing.

26. TENANT-PURCHASER'S RIGHT TO BENEFIT FROM IMPROVED TERMS

If prior to the First Closing, Sponsor amends the terms and conditions of the Plan to be more favorable to Tenant-Purchasers, then if Purchaser is a Tenant-Purchaser who executed and delivered this Agreement and the Initial Deposit for the Unit which the Tenant-Purchaser occupied on the Filing Date before Sponsor amended the terms of the Plan, such Tenant-Purchaser shall benefit from the more favorable terms and conditions.

27. PURCHASER'S REPRESENTATIONS

27.1 If Purchaser was a tenant in occupancy of a Unit in the Building on the Filing Date of the Plan, Purchaser hereby represents that this Agreement was executed and delivered by Purchaser pursuant to an offering made without a discriminatory repurchase agreement or other discriminatory inducement.

27.2 If the Unit to which this Agreement relates is not occupied by Purchaser, Purchaser shall duly complete and sign before a notary public the Bona Fide Purchaser Statement of Purchase set forth as Schedule B hereto and deliver a completed, signed and notarized original of same to Selling Agent together with this Agreement.

27.3 (a) In connection with the Plan being declared effective, the New York State Department of Law (“Department of Law”) requires an affirmative representation from each Bona Fide Tenant Purchaser and each Bona Fide Non-Tenant Purchaser as a part of the Department of Law’s investigative process. Each Bona Fide Tenant Purchaser and each Bona Fide Non-Tenant Purchaser will be required to execute either an affidavit entitled “Affidavit of Bona Fide Tenant Purchaser For Purposes of Declaring Plan Effective” or “Affidavit of Bona Fide Non-Tenant Purchaser For Purposes of Declaring Plan Effective”, as applicable (each a “Purchaser Affidavit”). A copy of each Purchaser Affidavit is annexed hereto as Schedule F-1 and Schedule F-2. The Purchaser Affidavit must be executed and returned by Purchaser together with the executed Purchase Agreement. To the extent the Department of Law or Sponsor requires that the Purchaser Affidavit be re-executed thereafter, Purchaser shall have five (5) days to re-execute and return an original to Sponsor. A Bona Fide Tenant Purchaser and a Bona Fide Non-Tenant Purchaser may also be required to submit to the Department of Law additional information concerning the intended occupancy of the Unit which is the subject of this Agreement and otherwise cooperate with the Department of Law’s inquiry into the intended occupancy of the Unit. Any Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser who fails to (i) execute and return the Purchaser Affidavit (or re-execution thereof) to Sponsor, as and when required; (ii) deliver any and all additional information the Department of Law may require; and (iii) otherwise cooperate in any inquiry the Department of Law may initiate, will be deemed to have committed an Event of Default (as defined in Paragraph 13 of this Agreement set forth in Part II of the Plan) under this Agreement. Bona Fide Tenant Purchasers and Bona Fide Non-Tenant Purchasers are advised that a default of these obligations shall entitle Sponsor to all rights and remedies, including, without limitation, the right to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit, as set forth below, or, in the alternative, the right to commence an action for specific performance, in which case the Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser may be compelled by a court of law to fulfill all obligations concerning the Purchaser Affidavit.

(b) Purchasers are advised to seek the advice of an attorney before executing a Purchaser Affidavit. The submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both Sponsor and Purchaser to both civil and criminal liability.

(c) The Department of Law reserves the right to request additional information from Sponsor and any and all Purchasers used for purposes of declaring the Plan effective. Failure to provide such information to the Department of Law within the timeframe requested may result in the rejection of Sponsor’s effectiveness amendment. Furthermore, the submission of any misinformation to the Department of Law, including a false instrument, shall be deemed a violation of the Martin Act, and may also subject both Sponsor and Purchaser to both civil and criminal liability.

27.4 (a) Purchaser is not now, nor shall at any time prior to or at the Closing of Title, be a Person with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a “U.S. Person”), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury (“OFAC”) or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser, is now nor shall be at any time prior to or at the Closing of Title, be 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, (i) is prohibited from transacting business; or (ii) with whom U.S. Persons may only, subject to the imposition of significant fines and/or penalties, transact business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by OFAC or otherwise.

(b) Purchaser has taken, and until the Closing of Title shall continue to take, such measures as are required by applicable Law to assure that the funds used to pay to Sponsor the Purchase Price

are derived: (i) from transactions that do not violate United States law, and 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 at Closing will be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq.; and the International Emergency Economic Powers Acts, 50 U.S.C. Section 1701 et. seq., and the sanctions and regulations promulgated pursuant thereto by OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957, as amended from time to time.

(c) The provisions of this Section 27 shall survive the Closing of Title to the Unit or the earlier termination of this Agreement.

28. BINDING EFFECT

28.1 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 Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or the Attorney for Purchaser. If this Agreement is not accepted within 30 days from the delivery to Sponsor of this Agreement executed by Purchaser together with the Initial Deposit by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the all Deposits shall be returned to Purchaser within 30 days thereafter. Upon such refund being made, neither party shall have any further rights, obligations liability to or against the other hereunder or under the Plan. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written 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 race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law.

28.2 Notwithstanding the above, this Agreement shall be binding on Sponsor provided (i) Purchaser is a bona fide Tenant-Purchaser in good standing under the lease for the Unit; (ii) the Unit is the Unit occupied by the Tenant-Purchaser on the Filing Date of the Plan; (iii) the Agreement has not been altered, is complete and has been executed by all Tenant-Purchasers whose names are listed as tenants on the lease for the Unit or by one or more such tenants provided any other tenants whose names are listed as tenants on the lease for the Unit have waived their right to purchase the Unit in writing; (iv) the executed Agreement is accompanied by the Initial Deposit; and (v) the executed Agreement is delivered to Sponsor or Selling Agent during the time within which the Tenant-Purchaser has the exclusive right to purchase the Unit.

29. NOTICES

29.1 Any notice, election, demand, request, letter, consent or other communication under this Agreement ("Notice") shall be in writing and either delivered in person, delivered via electronic transmission (e-mail), sent postage prepaid by registered or certified mail return receipt requested, or delivered by Federal Express or other reputable overnight courier with receipt confirmed: (a) if to Purchaser, then to Attorney for Purchaser at the address for Attorney for Purchaser given at the beginning of this Agreement, with a courtesy copy by regular mail delivered to Purchaser at the address for Purchaser given at the beginning of this Agreement and (b) if to Sponsor, to Attorneys for Sponsor at the address given for Attorneys for Sponsor at the beginning of this Agreement, with a courtesy copy by regular mail delivered to Sponsor at the address for

Sponsor given at the beginning of this Agreement. Either party may hereafter designate to the other in writing a change in the address to which a Notice is to be sent. Except as otherwise expressly provided herein, a Notice shall be deemed “given” (i) if by personal delivery, on the date when personally delivered, (ii) if by electronic transmission (e-mail), on the day the electronic transmission was initiated, (iii) if by overnight courier, when delivered to the overnight courier, or (iv) in the case of mailing, three (3) days after the date mailed in a prepaid sealed wrapper at a United States Post Office. Notwithstanding the fact that the Plan is incorporated in this Agreement by reference, this section shall pertain solely to Notices required solely under this Agreement to the exclusion of any notices required under the Plan, and in no event shall be construed to undermine, supplement, or supplant the notice requirements set forth in the regulations promulgated by the Department of Law to the extent the latter may be applicable.

29.2 Sponsor and Purchaser hereby designate and empower their respective attorneys, as their agents, to give and receive Notice under this Agreement. In connection therewith, (x) any Notice given by either of the parties to the other party’s attorney shall be deemed Notice to the party itself (with the same force and effect as if received by the party itself), and (y) any Notice received by either of the parties from the other party’s attorneys shall be deemed to be Notice from such party itself (with the same force and effect as if given by the party itself). Notwithstanding anything set forth in this Agreement to the contrary, provided that Notice is given to Attorney for Purchaser or Attorneys for Sponsor (as applicable) in compliance with one of the methods set forth in the previous paragraph, the giving of Notice shall be deemed complete and sufficient for the purpose of any Notice requirement under this Agreement.

30. JOINT PURCHASERS

The term “Purchaser” shall be read as “Purchasers” if more than one person are Purchasers, in which case their obligations shall be joint and several.

31. FORCE MAJEURE

In the event that any obligation or undertaking required by Sponsor under this Agreement (including without limitation any fully-executed rider hereto) is prevented, delayed or hindered by Force Majeure, Sponsor’s time to perform such obligation or undertaking shall be tolled for the length of the duration of the Force Majeure event and such tolling shall not entitle Purchaser to any credit, offset, or reduction in Purchase Price or to be relieved of any other obligation under the Purchase Agreement. In the event of any inconsistency between this section and any other provision set forth in this Agreement (including without limitation in any full-executed rider hereto, notwithstanding anything set forth in such rider to the contrary), this section shall prevail and govern. This section shall survive the Closing.

32. FURTHER ASSURANCES

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

33. AGREEMENT NOT CONTINGENT UPON FINANCING

The terms and provisions of this Agreement and Purchaser’s obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof), and Purchaser understands and agrees that Purchaser’s failure to obtain such financing will not relieve Purchaser of Purchaser’s obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to

finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, the imposition by the lender of any additional fees or charges, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement and Sponsor shall have no liability as a result of any scheduling or adjournment of the Closing beyond the expiration of the loan commitment.

34. 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 commits an Event of Default under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder, whether or not litigation or an adversarial proceeding is brought that arises from or relates to this Agreement and whether the litigation or adversarial proceeding arises between Purchaser and Sponsor or between a third party and Sponsor or Purchaser. Notwithstanding the foregoing, Purchaser shall not be obligated to pay Sponsor's legal fees or disbursements in any action brought pursuant to the Plan or this Agreement where Purchaser is the prevailing party in such litigation or an adversarial proceeding.

35. SEVERABILITY

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

36. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

37. WAIVER OF JURY

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

38. ENTIRE AGREEMENT

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

39. **CERTAIN REFERENCES**

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

40. **CAPTIONS**

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

41. **SUCCESSORS AND ASSIGNS**

The provisions of this Agreement shall bind and enure to the benefit of Purchaser and Purchaser’s heirs, legal representatives, successors and permitted assigns and shall bind and enure to the benefit of Sponsor and its successors and assigns.

42. **CONFIDENTIALITY**

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that a Purchase Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties’ respective lawyers, brokers, architects/engineers, accountants, Escrow Bank and 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.

43. **NO ORAL CHANGES**

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the Plan.

44. **PERFORMANCE**

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effect as if made or performed in accordance with the terms of this Agreement.

45. **COUNTERPARTS**

Except for the “Bona Fide Statement of Purchase” set forth in Schedule B, an original of which is required to be executed and delivered to Sponsor, this Agreement may be executed in any number of original, email, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement.

46. GOVERNING LAW/JURISDICTION AND VENUE/AGENT FOR SERVICES OF PROCESS

46.1 This Agreement was negotiated in the State of New York and the Unit to be conveyed pursuant hereto is located in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable law of the United States of America. Purchaser hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Agreement and this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

46.2 Any legal suit, action or proceeding against Sponsor or Purchaser arising out of or relating to this Agreement shall be instituted in any federal or state court in New York County, New York and Purchaser waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and Purchaser hereby irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding. Purchaser does hereby designate and appoint Attorney for Purchaser as its authorized agent to accept and acknowledge on its behalf service of any and all process which may be served in any such suit, action or proceeding in any federal or state court in New York, New York, and agrees that service of process upon said agent at said address and written notice of said service of Purchaser mailed or delivered to Purchaser in the manner provided herein shall be deemed in every respect effective service of process upon Purchaser (unless local law requires another method of service), in any such suit, action or proceeding in the State of New York. Purchaser (i) shall give prompt notice to Sponsor of any changed address of its authorized agent hereunder, (ii) may at any time and from time to time designate a substitute authorized agent with an office in New York, New York (which office shall be designated as the address for service of process), and (iii) shall promptly designate such a substitute if its authorized agent ceases to have an office in New York, New York or is dissolved without leaving a successor.

47. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

47.1 The provisions of this Article shall survive the Closing of Title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement or the Condominium Documents.

47.2 If Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to diplomatic or sovereign immunity, Purchaser expressly and voluntarily waives such immunity and consents to any suit, action or proceeding arising out of or relating to this Agreement or the Condominium Documents being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents, and hereby designates and authorizes a lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Documents.

47.3 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. Section 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

48. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS DISCLOSURE

48.1 The Environmental Protection Agency and the Department of Housing and Urban Development promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 745 (“Federal Regulations”) regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective purchasers of Units. In accordance with the provisions of the Federal Regulations, annexed to this Agreement as Schedule C is a “Lead Warning Statement” and “Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” to be signed by Sponsor and Purchaser. Set forth as an Exhibit in Part II of the Plan is a copy of the booklet issued by the United States Environmental Protection Agency, EPA 747-K-95-001, which details certain information regarding lead-based paint. Under applicable Federal and local law, lead-based paint can no longer be used in the construction of a building. Under Federal Law, Sponsor must provide Purchasers with all available records and materials pertaining to lead-based paint and/or lead-based hazards in the Building. Sponsor will comply with applicable Law concerning the use of lead-based paint and/or lead-based paint hazards. In accordance with the terms of the rider annexed to this Agreement, Purchasers have the right to inspect the Unit for the presence of lead-based paint. While Sponsor has, to the best of its knowledge, received no specific reports regarding lead-based paint in the Building other than those set forth in Part II of the Plan, given the age of the Building and the widespread use of lead-based paint in preceding decades, it can be assumed that there is lead-based paint present in the Building. In addition, there are numerous layers of paint on the walls of the original building. Sponsor does not make any representation as to the existence or non-existence of lead-based paint within the walls. Purchasers are advised that, in the event they remove sheetrock at any time in the future, they may be responsible for removing and abating lead-based paint in accordance with applicable Law at their sole cost and expense. Purchaser’s obligation hereunder shall survive Closing.

48.2 In the event Purchaser exercises Purchaser’s right to conduct a risk assessment or inspection (“Inspection”) for the presence of lead-based paint and/or lead-based paint hazards, such Inspection shall be performed within 10 calendar days following the date of this Agreement on the following terms and conditions:

- 48.2.1 Purchaser and Purchaser’s consultant (“Consultant”) will be given reasonable access to the Unit and the public areas of the Building.
- 48.2.2 The Inspection shall be held at a mutually convenient time and date on a business day between 9 a.m. and 5 p.m.
- 48.2.3 The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Building.
- 48.2.4 Purchaser shall be liable for any damages to the Unit or the Building, injuries, and all claims and lawsuits caused by Purchaser or the Consultant during the Inspection.
- 48.2.5 Purchaser or the Consultant will not probe, penetrate or disturb any painted or covered surface during the Inspection without Sponsor’s approval.

49. CERTIFICATION OF SPONSOR AND PRINCIPALS

Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al. 106 A.D. 3rd 542 (1st Dept. May 16, 2013).

50. SMOKING POLICY

The smoking policy of the Condominium is set forth below, which policy may be amended from time to time by the Condominium Board:

“No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, (collectively, “Smoking Apparatus”) in any common area of the Building, whether indoors or outdoors, at any time. Although smoking shall be permitted in any Unit or Limited Common Element appurtenant thereto, including a private Terrace, no person may smoke or otherwise use any Smoking Apparatus in a manner, which causes smoke to be a nuisance, create odors or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise use any Smoke Apparatus within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening in the Common Elements or Units.”

51. FINANCIAL CRIMES ENFORCEMENT NETWORK

For the purpose of preventing evasion of the Bank Secrecy Act, the director of the Financial Crimes Enforcement Network of the U.S. Department of Treasury (“FinCEN”) issued a Geographic Targeting Order (“Order”) to collect information about certain transactions, which applies to any corporation, partnership, limited liability company, or other similar business entity using currency or a cashier’s check, a certified check, a traveler’s check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase “residential real property” in any borough of New York City for a total price in excess of certain threshold amounts. At the time of the Filing Date of the Plan, such reporting threshold is \$300,000, which may be subject to change in the future. For the purposes of FinCEN, “residential real property” is defined as “real property (including individual units of condominiums and cooperatives) designed principally for the occupancy of from one to four families.” Purchasers are advised that FinCEN has revised and extended the Order from time to time, which currently remains in effect until November 5, 2020 but may be subject to further extension. In the event that this transaction falls within the scope of the Geographic Targeting Order (“Order”) issued by the Financial Crimes Enforcement Network of the U.S. Department of Treasury (as may be amended from time to time), Purchaser shall deliver to the Title Company at Closing all documents and information requested by the Title Company in order to comply with the requirements set forth in the Order. Any failure by a Purchaser to perform its obligations under this paragraph shall be deemed an Event of Default under this Agreement.

52. RESALE FEE

52.1 In the event that Purchaser enters into an agreement (“Resale Agreement”) to sell the Unit prior to the first anniversary of the First Closing (“Resale”), Purchaser shall be obligated to pay to Sponsor a portion of the proceeds of the Resale (“Resale Fee”). Purchaser will be required to provide Sponsor with notice of the Resale Agreement within ten (10) days after entering into the Resale Agreement. The Resale Fee paid to Sponsor at the closing of the Resale shall be equal to 50% of the “Gross Profit,” i.e. the difference between (A) the “Net Profit,” i.e. the sales price of the Unit set forth in the Resale Agreement less the following expenses actually paid by Purchaser (to the extent applicable): (i) brokerage commissions not exceeding 6% in the aggregate; (ii) transfer taxes imposed by Law, if paid for by Purchaser, and (iii) actual legal fees not exceeding \$5,000, and (B) the Purchase Price under this Agreement.

52.2 The Resale Fee shall be paid to Sponsor by wire transfer at the Closing of the Resale. Any deductions for allowable expenses paid by Purchaser must be supported by documentation

acceptable to Sponsor. At such time as Sponsor no longer owns any Unsold Units or any Permitted Mortgagee acquires title to the Unit, the obligation to pay the Resale Fee shall no longer be applicable.

52.3 The provisions of this section shall survive the Closing of Title.

53. SPONSOR'S WORK

Purchaser acknowledges that Sponsor reserves the unconditional right, in its sole discretion, to revise or amend the Plan to disclose Sponsor's Work with respect to vacant Unsold Units and Common Elements as set forth in more detail in the Plan. Purchaser expressly agrees that, by signing this Agreement, Purchaser expressly consents in advance to (i) any material changes in the common areas as a result of Sponsor's Work (including without limitation the removal of the common roof amenities, as a result of such areas being incorporated into one or more vacant Units), (ii) any change in the Unit's common interest as a result of Sponsor's reconfigurations of the other condominium units and Common Elements in the Building, and (iii) waive any right of rescission and/or claim that Purchaser may have against Sponsor, its principals, and its affiliates arising out of or relating to an amendment or revision to the Plan disclosing any Sponsor's Work, to the extent such disclosed Sponsor's Work is in accordance with the terms of the Plan.

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

PURCHASER(S):

(signature)

(signature)

SPONSOR:

CS 393 LLC

By: _____

Name: Matthew Baron

Title: Member

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.
2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not render title uninsurable without additional premium to Purchaser and would not prevent the use of the Unit for dwelling purposes.
3. The terms, burdens, covenants, restrictions, conditions, easements and Residential Rules and Regulations, all as set forth in the Declaration, the By-Laws (and the Residential Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.
4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.
5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.
6. Revocability of licenses for vault space, if any, under the sidewalks and streets.
7. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.
8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations.
9. Leases and service, maintenance, employment, concessionaire and Storage Locker Licenses, if any, of other Units or portions of the Common Elements.
10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the Closing of Title.
11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.
12. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Buildings Department, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.
13. Any encumbrance as to which the Title Company (or such other New York State Land Title Association member title insurance company which insures the Purchaser's title to the Unit) would

be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.
15. Any lease covering the Unit(s) made from Sponsor to the Purchaser.
16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.
17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.
18. Any TCO or PCO for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.
19. Any encumbrance, covenant, easement, agreement, or restriction against the Property set forth in the form of Unit Owner's Specimen Title Policy prepared by the Title Company set forth in Part II of the Plan, as the same may be updated from time to time prior to the Closing.

SCHEDULE B**BONA FIDE PURCHASER STATEMENT OF PURCHASE**

ORIGINAL DOCUMENT MUST BE EXECUTED AND DELIVERED WITH PURCHASE AGREEMENT

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

Re: Unit _____ (“Unit”)
 393 West End Avenue Condominium
 393 West End Avenue
 New York, New York 10024 _____

The undersigned Purchaser(s) represent that Purchaser(s) intend that Purchaser(s) or one or more specified members of Purchaser(s) immediate family intend to occupy the Unit when it becomes vacant.

PURCHASER(S):

 (signature)

 (signature)

Sworn to before me
 this _____ day of _____, _____

 Notary Public

INTENDED OCCUPANT(S):

 Print Name

 Print Name

SCHEDULE C
INSPECTION STATEMENT

Date: _____

CS 393 LLC
 757 3rd Avenue, 17th Floor
 New York, New York 10017

Re: Unit No: _____ (“Unit”)
 393 West End Avenue Condominium
 393 West End Avenue
 New York, New York 10024 (“Condominium”)

Ladies and Gentlemen:

1. On the date hereof, the undersigned purchaser(s) (“Purchaser”) inspected the Unit which Purchaser is acquiring from Sponsor and have found the Unit to be in good condition, except as otherwise noted below:

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date Purchaser moves into the Building. Purchaser agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.
3. In the event Purchaser performs work in the Unit of any kind affecting any of the areas or items listed above after the Closing, Sponsor will be relieved of any and all obligations related to the items listed herein.

PURCHASER(S):

 (signature)

 (signature)

 Sponsor’s Representative

SCHEDULE D**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS****LEAD WARNING STATEMENT**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide buyer with information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SPONSOR'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards. (check (i) or (ii) below):

- (i) ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain on attached sheet).
- (ii) ____ Sponsor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Sponsor (check (i) or (ii) below):

- (i) ____ Sponsor has provided Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below on attached sheet).
- (ii) ____ Sponsor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGMENT (initial)

- (c) ____ Purchaser has received copies of all information listed above.
- (d) ____ Purchaser has received the pamphlet Protecting Your Family from Lead in Your Home.
- (e) ____ Purchaser has (check (i) or (ii) below):
 - (i) ____ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 - (ii) ____ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

SELLING AGENT'S ACKNOWLEDGMENT (initial)

(f) X Selling Agent has informed Sponsor of Sponsor's obligation under 42 U.S.C. 4852d and is aware of Selling Agent's independent responsibility to ensure compliance.

CERTIFICATE OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

PURCHASER(S):

(signature)

(signature)

SPONSOR:

CS 393 LLC

By: _____
Name: Matthew Baron
Title: Member

SCHEDULE E

RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

This Rider is made as of _____, _____ between Sponsor, Purchaser and Escrow Agent.

Re: Unit No: _____ (“Unit”)
 393 West End Avenue Condominium
 393 West End Avenue
New York, New York 10024 (“Condominium”)

1. ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing (“Deposits”) will be held in escrow in conformity with the disclosure contained in this Section of the Plan and in accordance with the escrow provisions contained in the Purchase Agreement.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General’s regulations promulgated pursuant thereto. The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding trust funds is absolutely void. The provisions of the Attorney General’s regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in the escrow agreement or Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds. However, notwithstanding anything to the contrary set forth herein or anywhere else in the Plan, in the Event of Default by Purchaser, as that term is defined the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor for any legal fees, expenses and disbursements incurred by Sponsor in defending Sponsor’s rights under the Purchase Agreement or otherwise enforcing Purchaser’s obligations thereunder.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Starr Associates LLP, the escrow agent (“Escrow Agent”), whose address is 220 East 42 Street, Suite 3302, New York, New York 10017 and whose telephone number is (212) 620-2680. As of the date of this Rider, the attorneys who are signatories on these accounts authorized to withdraw funds, acting singly, are: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq. and Adam Kriegstein, Esq. (“Authorized Signatories”). All Authorized Signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any Authorized Signatory is Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled “Starr Associates LLP, Escrow Account” (“Escrow Account”) at M & T Bank located at 350 Park Avenue (“Escrow Bank”). Escrow Bank is authorized to do business in the State of New York.

All instruments (a) in payment of a Deposit shall be wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan (or, if Sponsor offers to accept payment in the form of an official bank check, made payable directly to the order of “Starr Associates LLP, as Escrow Agent”) and (b) in payment of the Balance of the Purchase Price shall be wired to one or more accounts as directed by Sponsor. In the event

Sponsor offers to accept payment in the form of an official bank check: (i) checks must be drawn or issued by a bank or trust company which is a member of the New York Clearinghouse Association, with the understanding that checks drawn on out-of-state or foreign banks will not be accepted; (ii) in the event of any return of any check for insufficient funds or for any other reason, Purchaser shall be solely responsible for any and all penalties or other fees imposed by the escrow bank or any other bank in connection therewith; (iii) a return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall constitute a non-curable default under the Purchase Agreement, rendering the Purchase Agreement void ab initio and of no further force or effect, in which event Purchaser and Sponsor shall each be released and discharged of all further liability and obligations under the Purchase Agreement and the Unit may be sold to another as though the Purchase Agreement had never been made; and (iv) a return of any check delivered in payment of the Additional Deposit, for insufficient funds or for any other reason, shall constitute a default under the Purchase Agreement, entitling Sponsor at its option to exercise the remedies set forth in section 13 hereof. All instruments accepted by Sponsor are subject to collection. In the event that Sponsor offers, in its sole discretion, to accept electronic payments, such electronic payments must be sent via the Federal Reserve Wire Network and in no event shall ACH transfers be permitted.

Deposits properly delivered to Escrow Agent will be placed in the Escrow Account within 5 business days after delivery by Purchaser to Sponsor or Selling Agent.

All Deposits will be placed initially in the non-interest bearing portion of the Escrow Account (excluding Special Work Funds). Each Purchaser is required to deliver, in addition to any other documents required by the Escrow Bank or any governmental agency, a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to Attorneys for Sponsor (or Escrow Agent) at the time Purchaser signs and delivers the Purchase Agreement and the Initial Deposit. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, and any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser (except for deposits for Special Work Funds). If a Purchaser does not deliver the Form W-9 or Form W-8 or any other additional documentation required by the Escrow Bank or any governmental agency, the Deposit will remain or may be moved back into the non-interest bearing portion of the Escrow Account. Each Purchaser will be required to comply with the requirements of the Escrow Bank and/or any governmental agency at any time, failing which the Deposit shall remain in (or may be moved back into) the non-interest bearing portion of the Escrow Account. At such time as any Deposit is released, such Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Escrow Account so that checks may be drawn thereon. The Escrow Account is not an IOLA account.

All Deposits, except for Special Work Funds, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, until such time as Sponsor is entitled to such Deposits as per GBL § 352-h.

Special Work Funds will initially be placed in the Escrow Account. However, Purchasers should note that such Special Work Funds may be released from the Escrow Account by Escrow Agent to Sponsor to pay, or to reimburse Sponsor, for such special work. As a result, in the event that (a) Sponsor cancels the Purchase Agreement, (b) Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan, or (c) Sponsor abandons or withdraws the Plan, the Special Work Funds will be returned to Purchaser, to the extent not expended. Escrow Agent shall be under no duty to verify that Sponsor used or committed such funds for special work. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for details.)

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after

the delivery of the Initial Deposit. If Purchaser does not receive notice that the Initial Deposit has been placed in the Escrow Account within 15 business days after delivery of the Initial Deposit, Purchaser may cancel the Purchase and rescind the Purchase Agreement so long as the right to rescind is exercised within 90 days after delivery or crediting of the Initial Deposit by notice delivered to Sponsor and 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, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Initial Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations. However, Escrow Agent will not be required to send the aforementioned letter to Purchaser in connection with any subsequent Deposits delivered by Purchaser after the Initial Deposit, including, without limitation, the Additional Deposit or any funds in connection with any changes in the interest rate.

Escrow Agent shall maintain the Escrow Account under its direct supervision and control. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and as set forth in the Escrow Agreement Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Under current Law, the sub-accounts at the Escrow Bank are insured by the Federal Deposit Insurance Corporation ("FDIC") to a maximum of \$250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of \$250,000 such Deposit will not be FDIC insured in excess of \$250,000; and (ii) while the Deposit is in the non-interest bearing portion of the Escrow Account, the Deposit may not be fully FDIC insured even if the Deposit does not exceed \$250,000. No representation is made with respect to any further changes in Law which may increase or decrease such limit.

All Deposit delivered subsequent to the Initial Deposit, including, without limitation, the Additional Deposit, may be delivered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. A Deposit shall be deemed delivered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

Acceptance of all Deposits by Sponsor or Selling Agent and the deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

If a Purchaser delivers a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after delivery, if the Deposit has not been deposited into escrow, and (ii) within 10 business days, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

The checking account portion of the Escrow Account will not be interest-bearing. The sub-escrow account portion of the Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return all Deposits. All interest will be credited to Sponsor only in the event there is a consummation of the Plan (as such term is defined in the Attorney General's regulations) and Purchaser commits an Event of Default. The interest rate to be earned will be the prevailing rate for these accounts. As of June 1, 2019, the interest rate for the Escrow Bank is estimated to be approximately 0.10%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no guarantee of, and shall have no liability to Purchaser for changes to, the interest rate. Interest will begin to accrue within: (x) 3 business days, if the Deposit is cash or cash equivalent, or (y) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the

Deposit from the checking account portion of the Escrow Account into the sub-escrow account portion of the Escrow Account, as determined by whether and when the Deposit clears.

Sponsor or its agents, including any selling agents, shall deliver to Escrow Agent all Deposits within two (2) business days of delivery of any such Deposits by a Purchaser, using such transmittal forms as required by Escrow Agent from time to time. Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.

Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after consummation of the Plan (as such term is defined in the Attorney General's regulations). Consummation of the Plan does not relieve Sponsor of its obligations pursuant to General Business Law Section 352-h.

Escrow Agent shall release the Deposits if so directed:

- (i) pursuant to terms and conditions set forth in the Plan and Purchase Agreement upon closing of title to the Unit; or
- (ii) in a subsequent writing signed by both Sponsor and Purchaser; or
- (iii) by a final, non-appealable order or judgment of a court.

If the Deposits are not released pursuant to this paragraph and Escrow Agent receives a request by Sponsor or Purchaser to release the Deposits, Escrow Agent shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If Escrow Agent has not received notice of objection to the release of the Deposits at the expiration of the 30 day period, the Deposits shall be released and Escrow Agent shall provide further written notice to both parties informing them of the release of the Deposits. If Escrow Agent receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, Escrow Agent shall continue to hold the Deposits until otherwise directed pursuant to subsections (i) through (iii) of this paragraph. However, Escrow Agent shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

Sponsor will not object to the release of the Deposits to:

- (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan,
- (ii) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

The Purchase Agreement provides that Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of all Deposits to Sponsor in the event Sponsor and Purchaser close title under the Purchase Agreement.

If Sponsor elects to change the Escrow Bank and/or Escrow Agent, such change will be disclosed in a duly filed amendment to the Plan prior to transferring any Deposits.

Escrow Agent is acting merely as a stakeholder. Upon the release of any Deposits pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to such Deposits.

Set forth in Part II of the Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations. Purchaser's execution of

the Purchase Agreement shall be deemed to constitute Purchaser's acceptance of the terms of the escrow provisions set forth herein and the escrow agreement set forth in the Plan. Escrow Agent shall be a signatory to the Purchase Agreement solely with respect to Escrow Agent's obligations as set forth herein and the escrow agreement set forth in the Plan

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of any Deposits or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of such Deposits and continues to act as Escrow Agent.

Escrow Agent may rely upon any document which may be submitted to it in connection with its duties under this Section 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 has agreed to indemnify Escrow Agent from all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the Escrow Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the escrow agreement. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposits nor deducted from the Deposits by any financial institution under any circumstance.

Escrow Agent and all Authorized Signatories submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of their obligations with respect to this Section or otherwise concerning the maintenance of or release of the Deposits from escrow.

Escrow Agent will maintain all records concerning the Escrow Account for 7 years after the release of Deposits.

2. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

3. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

4. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

5. **COUNTERPARTS**

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

PURCHASER(S):

(signature)

(signature)

SPONSOR:

CS 393 LLC

By: _____
Name: Matthew Baron
Title: Member

ESCROW AGENT:

Executed solely in connection with the provisions set forth in this Escrow Rider.

STARR ASSOCIATES LLP

By: _____
Name:
Title:

SCHEDULE F1

AFFIDAVIT OF BONA FIDE TENANT PURCHASER
FOR PURPOSES OF DECLARING OFFERING PLAN EFFECTIVE

AFFIDAVIT OF BONA FIDE TENANT PURCHASER
FOR PURPOSES OF DECLARING OFFERING PLAN EFFECTIVE

[insert name of tenant purchaser(s)]

393 West End Avenue Condominium
 393 West End Avenue
 New York, New York 10024

File No. _____

Unit No. [insert unit number(s)]
 Purchase Price: [insert purchase price]
 Deposit: [insert down payment]

STATE OF NEW YORK)
 : SS.:
 COUNTY OF _____)

I/We, a purchaser[s] under the Offering Plan for the above-referenced Condominium hereby affirm, under the penalty of perjury, the following information:

1. I/We [am/are] [a] bona fide purchaser[s] as defined by the New York General Business Law § 352-eeee (the "Martin Act") because I/we am/are: [a] tenant[s] in occupancy at the above-referenced property.
2. I/we represent that I/we am/are not purchasing the Unit as an accommodation to, or for the account or benefit of the Sponsor or principals of Sponsor.
3. I/we have duly executed a Purchase Agreement and have paid the deposit as required in the Plan and any amendment thereto.
4. The Purchase Agreement I/we have executed for the above-referenced Unit does not contain any right of rescission that has not yet expired or been waived.
5. The Purchase Agreement I/we have executed for the above-referenced Unit does not permit the assignment or transfer of the rights afforded therein.

[If a tenant in occupancy has assigned the Purchase Agreement, include the following, and distinguish between an assignment that is for purposes of transferring the rights to an ownership entity such as an LLC or trust on behalf of the Purchaser, if applicable:

- (a) The Purchase Agreement has been signed by Purchaser as a Bona Fide Tenant in occupancy in the above-referenced property; and
- (b) The assignment was not procured by the Sponsor, Selling Agent, or the managing agent of the property, and I/we represent that I/we or a specified member of his or her immediate family will personally occupy the dwelling Unit; and
- (c) I/we have obtained an assignee affidavit.

6. I/We signed the Purchase Agreement for the above-referenced Unit in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.
7. I/we am/are not the Sponsor, Selling Agent, or a principal of the Sponsor, the Selling Agent or the managing agent nor am/are I/we related to the Sponsor, Selling Agent or the managing agent or any principal of the Sponsor, the Selling Agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, or member thereof.

[Tenant Purchaser]

Sworn to before me this _____
day of _____, 20____

NOTARY PUBLIC

SCHEDULE F2

AFFIDAVIT OF BONA FIDE NON-TENANT PURCHASER
FOR PURPOSES OF DECLARING OFFERING PLAN EFFECTIVE

AFFIDAVIT OF BONA FIDE NON-TENANT PURCHASER
FOR PURPOSES OF DECLARING OFFERING PLAN EFFECTIVE

[insert name of non-tenant purchaser(s)]

393 West End Avenue Condominium
 393 West End Avenue
 New York, New York 10024

File No. _____

Unit No. [insert unit number(s)]
 Purchase Price: [insert purchase price]
 Deposit: [insert down payment]

STATE OF NEW YORK)
) : SS.:
 COUNTY OF _____)

I/We, a purchaser[s] under the Offering Plan for the above-referenced condominium hereby affirm, under the penalty of perjury, the following information:

1. I/We [am/are] [a] Bona Fide Purchaser[s] as defined by the New York General Business Law § 352-eeee (the "Martin Act") because I/we am/are [a] Purchaser[s] who intends that I/we or one or more members of my immediate family members intends to occupy the Unit when it becomes vacant;
2. I/we represent that I/we are not purchasing the unit as an accommodation to, or for the account or benefit of the Sponsor or principals of Sponsor;
3. I/we have duly executed a Purchase Agreement and have paid the deposit as required in the Plan and any amendment thereto;
4. The Purchase Agreement I/we have executed for the above-referenced Unit does not contain any right of rescission that has not yet expired or been waived;
5. The Purchase Agreement I/we have executed for the above-referenced Unit does not permit the assignment or transfer of the rights afforded therein,
 [unless the assignment is for purposes of transferring the rights to an ownership entity such as an LLC or trust on behalf of the purchaser. In such cases, state so];
6. I/We signed the Purchase Agreement for the above-referenced unit in good faith, without fraud and with no discriminatory repurchase agreements or other discriminatory inducements;

7. I/we am/are not the Sponsor, Selling Agent, or a principal of the Sponsor, the Selling Agent or the managing agent nor am/are I/we related to the Sponsor, Selling Agent or the managing agent or any principal of the Sponsor, the Selling Agent or the managing agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder or a limited partner, or member thereof.

[Non-Tenant Purchaser or Authorized Signatory]

Sworn to before me this _____
day of _____, 20____

NOTARY PUBLIC

SCHEDULE G

RIDER TO PURCHASE AGREEMENT RE: STORAGE LOCKER

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Unit No: _____ (“Unit”)
393 West End Avenue Condominium
393 West End Avenue
New York, New York 10024 (“Condominium”)

1. STORAGE LOCKER LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase [the storage locker designated as #_____] [an undesignated storage locker to be designated by Sponsor at the time of Closing] (“Storage Locker”) for a Purchase Price of \$_____. At Closing, Purchaser shall enter into a Storage Locker License to use the Storage Locker, the form of which is set forth in Part II of the Plan.

1.2 The Purchase Price is payable as follows:

(a) \$_____, (“Initial Deposit”), due upon Purchaser’s signing and delivering this Rider;

(b) \$_____, (“Additional Deposit”), due upon the earlier to occur of (i) 6 months after the date of this Rider or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective;

(c) \$_____, (“Balance of the Purchase Price”), due upon the delivery of the deed to the Unit; and

(d) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Deposit and Additional Deposit shall be due upon Purchaser’s signing this Agreement.

2. RE-DESIGNATION OF STORAGE LOCKER

Sponsor reserves the right at or prior to Closing to designate a different Storage Locker in lieu of the Storage Locker set forth above, provided the new Storage Locker is equal to or greater in size and has the same Purchase Price.

3. CONSTRUCTION

Purchaser agrees and accepts that Purchaser will be required to consummate the purchase of the Unit and the Storage Locker simultaneously at Closing, even if the construction of the Storage Locker Area has not been complete and access to the Storage Locker by Purchaser is not yet available. The issuance of a TCO or PCO for the Storage Locker Area is not a prerequisite that must occur before Sponsor may require the closing of title to the Unit and the Storage Locker. [In such event, the proceeds from the sale of the Storage Locker will be held in escrow (“Storage Locker Escrow”) until such time as access to the Storage Locker Area and Storage Locker is made available to Purchaser by Sponsor. The Storage Locker Escrow will not be held in an interest-bearing escrow account, and therefore Purchaser will earn no interest on the Storage Locker Escrow.]

4. DAMAGE TO THE STORAGE LOCKER AREA

If there is a fire or other casualty to the Storage Locker Area and Sponsor does not elect to repair or restore such area following such fire or casualty, then the Purchase Agreement shall be deemed modified to provide for the Closing of Title with respect to the Unit only. In such event, the Balance of the Purchase Price of the Unit shall be reduced by the amount of the Deposit paid pursuant to the terms of this Rider.

5. WITHDRAWAL OF STORAGE LOCKER

As set forth in the Plan, Sponsor reserves the right to withdraw the offering of the Storage Locker. The withdrawal of the offering of the Storage Locker will be disclosed by Sponsor in an amendment to the Plan and Purchaser shall only be relieved of Purchaser's obligation to purchase the Storage Locker, but shall remain obligated to purchase the Unit. At Closing, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the withdrawn Storage Locker, to the extent any such money has been delivered to Sponsor.

6. DEFINITIONS

All capitalized terms used in this Rider not defined herein shall have the same meanings ascribed to them in the Purchase Agreement to which this Rider is annexed or in the Plan.

7. CONFLICTS

In the event of any inconsistency between the provisions of this Rider and those contained in the Purchase Agreement to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

8. FULL FORCE AND EFFECT

Except as set forth in this Rider, all of the terms and conditions of the Purchase Agreement remain unchanged and in full force and effect.

6. COUNTERPARTS

This Rider may be executed in any number of original, e-mail, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Rider.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO STORAGE RIDER]

PURCHASER(S):

(signature)

(signature)

SPONSOR:

CS 393 LLC

By: _____
Name: Matthew Baron
Title: Member

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, _____, between CS 393 LLC, having an office at 757 3rd Avenue, 17th Floor, New York, New York 10017 ("Grantor") and _____ having an address at _____ ("Grantee").

W I T N E S S E T H :

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as Unit No. ____ in the building ("Building") known as 393 West End Avenue Condominium ("Condominium") and by the street number 393 West End Avenue, Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit number in a certain declaration dated [DECLARATION DATE], made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York ("Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on [DEC RECORDING DATE], as CRFN# [DEC CRFN #] ("Declaration"). The Unit is also designated as Tax Lot 83 in Block 1186 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Floor Plans of the Building, certified by CetraRuddy Architecture on [ARCHITECT CERT DATE], and filed with the Division of Land Records of The City of New York on [FP FILING DATE], as Condominium Plan No. [CONDO PLAN #] and also filed in the Register's Office on [FP RECORDING DATE], as Condominium Map No. [FP MAP #];

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of the Condominium ("By Laws"), as the same may be amended from time to time, all of which constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which 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 the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

Grantor represents that the Grantor is the same party as the Grantee of the Property under deed dated _____ and recorded in the Register's office on _____ as CRFN _____.

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Residential Rules and Regulations adopted under the By-Laws).

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Residential Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Plan, the Declaration or the By-Laws of the Condominium.

* * * * *

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

CS 393 LLC

By: _____

Name: Matthew Baron

Title: Member

GRANTEE:

(signature)

(signature)

(ACKNOWLEDGEMENTS)

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

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

 Notary

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

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

 Notary

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

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

 Notary

**EXHIBIT A
TO UNIT DEED**

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

[See the Schedule A – Description of the Land in the Specimen Title Report set forth in Part II of the Plan.]

USE AND OCCUPANCY AGREEMENT

USE AND OCCUPANCY AGREEMENT

This use and occupancy agreement ("Use and Occupancy Agreement") for Unit _____ ("Unit") at 393 West End Avenue Condominium, located at 393 West End Avenue, New York, New York 10024 ("Premises") is made as of _____, 20____ between CS 393 LLC ("Sponsor") and _____ ("Purchaser") (collectively the "Parties").

BACKGROUND

- A. Sponsor is the sponsor of an offering plan to convert the Premises to condominium ownership ("Offering Plan").
- B. Purchaser was, as of the filing date of the Offering Plan by the New York State Department of Law ("DOL"), and is as of the date hereof, a "Bona Fide Tenant in Occupancy" (as defined in the Offering Plan) of a Unit of the Premises; **[OR]** Purchaser was not, as of the filing date of the Offering Plan by the New York State Department of Law ("DOL"), and is not as of the date hereof, a "Bona Fide Tenant in Occupancy" (as defined in the Offering Plan) of a Unit in the Premises.
- C. The Parties executed a Purchase Agreement for Unit _____ ("the Unit") dated _____, 20____ as the same may be amended from time to time ("Purchase Agreement").
- D. **[For a Tenant-Purchaser of Tenant's Unit]:** In connection with the Purchase Agreement, the Parties executed a Surrender of Lease Agreement pursuant to which Purchaser surrendered the lease to the Unit the Purchaser occupied on the Filing Date of the Plan ("Tenant's Unit") and was granted the right to enter into a Use and Occupancy Agreement and obtain occupancy of the Tenant's Unit until the Closing of Title of the Tenant's Unit or the termination of the Purchase Agreement **[OR]** **[For a Tenant-Purchaser of a vacant Unit]** In connection with the Purchase Agreement, the Parties executed a Surrender of Lease Agreement pursuant to which Purchaser surrendered the lease to the Unit the Purchaser occupied on the Filing Date of the Plan ("Tenant's Unit") and was granted the right to enter into a Use and Occupancy Agreement and obtain pre-closing occupancy of the Tenant's Unit or the vacant Unit (as applicable) until the Closing of Title to the vacant Unit or the termination of the Purchase Agreement **[OR]** **[For Non-Tenant Purchasers]** In connection with the Purchase Agreement, the Purchaser was granted the right to enter into a Use and Occupancy Agreement and obtain occupancy of the Unit until the Closing of Title of the Unit or the termination of the Purchase Agreement.

NOW THEREFORE, it is agreed by the Parties as follows:

- 1. All capitalized terms used in this Use and Occupancy Agreement shall have the same meanings ascribed to them in the Offering Plan, the Purchase Agreement and Rider as amended.
- 2. The term ("Term") of the Use and Occupancy Agreement shall commence on _____, 20____ ("Occupancy Date") and end on a date occurring on the earlier of (a) the Closing of Title to the Unit pursuant to the terms of the Purchase Agreement, unless such date is extended in accordance with the terms of this Agreement or (b) _____, 201____, unless such date is extended in accordance with this Agreement, or (c) the date that either Sponsor or Purchaser cancels the Purchase Agreement in accordance with the terms thereof.

3. Purchaser shall pay to Sponsor payments (each a "Payment") in the amount of \$ _____ per month to be paid on the first day of each month of the Term. If this Use and Occupancy Agreement terminates as result of the Closing of Title to the Unit, any Payment received by Sponsor for the month in which the Closing of Title takes place shall be adjusted between Sponsor and Purchaser at Closing.
4. **[For a Tenant-Purchaser of Tenant's Unit]** During the Term, Purchaser shall keep the Tenant's Unit clean and in good condition and no other persons other than Purchaser and Purchaser's Family Members may occupy the Tenant's Unit and the Tenant's Unit may not be sublet, and/or occupied by any other person without the express prior written consent of Sponsor. Purchaser shall not be permitted to harbor any pets in the Tenant's Unit without Sponsor's prior written consent. Purchaser shall not be permitted to perform any alterations, modifications, renovations and/or repairs to or in Tenant's Unit without Sponsor's prior written consent.
5. **[For a Tenant-Purchaser of a vacant Unit or for a Non-Tenant Purchaser]** Purchaser warrants that the Unit has been inspected and examined and Purchaser shall accept title to the Unit at Closing in the same condition "as is" on the Occupancy Date, except for any items set forth on the Inspection Statement executed by Purchaser and Sponsor prior to the Occupancy Date, if any.
6. It is specifically understood and agreed that Sponsor (and the Condominium Board, if this Agreement is executed after the Condominium Declaration is recorded) shall be exempt from any and all liability for any damage or injury to persons or property or arising from any cause or happening whatsoever in, on, or to the Unit from and after the Occupancy Date, except if caused by the willful, affirmative acts on the part of Sponsor, the Condominium Board (if applicable) or their respective agent(s). Commencing on the Occupancy Date and throughout the Term, Purchaser shall obtain and maintain (i) comprehensive personal liability insurance against any and all claims for bodily injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of \$300,000 arising out of any one occurrence, (ii) umbrella liability insurance with minimum combined single limit of \$1,000,000 and (iii) "special causes of loss" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments). Such insurance shall name Sponsor (and the Condominium Board, if applicable) as additional insureds and may not be cancelable without prior notification to Sponsor. Purchaser shall indemnify, defend and hold Sponsor (and the Condominium Board, if applicable) harmless from and against any and all expenses, liabilities and/or obligations (including, without limitation, reasonable attorneys' fees and disbursements) arising therefrom except if caused by the willful, affirmative acts on the part of Sponsor or the Condominium Board or their respective agents.
7. It is specifically understood and agreed that nothing contained herein shall waive or modify the rights of Sponsor or Purchaser under the Purchase Agreement in the event the parties hereto fail to close title in accordance with the terms of the Purchase Agreement.
8. The Parties acknowledge that this Use and Occupancy Agreement is not a lease and that a landlord/tenant relationship is not established by virtue of Purchaser's occupancy of the Unit, which occupancy is provided as an accommodation to Purchaser only.
9. In the event (i) that Purchaser commits an Event of Default under the terms of this Use and Occupancy Agreement which default is not cured within 10 days of notice, or (ii) that the term of

this Use and Occupancy Agreement expires, Purchaser agrees to vacate and deliver possession of the Unit to Sponsor in broom-clean condition within 10 days of written notice from Sponsor or its attorney ("Vacate Date"). Any furnishings or property of whatever kind or nature left by Purchaser in the Premises after the Vacate Date will be conclusively deemed abandoned by Purchaser, and the same may be removed, discarded or dealt with by Sponsor in any manner the Sponsor deems fit without liability of any nature or kind to Purchaser. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser has signed a "stipulation", which document is incorporated and made a part of this Use and Occupancy Agreement. Purchaser agrees that Sponsor may commence a summary holdover proceeding in the Civil Court of the City of New York, County of New York, against Purchaser seeking a judgment of possession and issuance of the warrant, and submit a fully executed copy of the stipulation as proof of its entitlement to a surrender and warrant. Purchaser shall consent to the jurisdiction of the Court and the Purchaser's counsel, _____, having an address at _____, shall accept service of all papers. Purchaser expressly waives the service of any preliminary notices, agrees not to interpose any defenses, denials or counterclaims in response or opposition to the holdover proceeding; and waives trial by jury. The petition may be commenced annexing a copy of this Use and Occupancy Agreement and the judgment and warrant shall be entered in accordance with the terms herein. The warrant of eviction shall issue forthwith.

10. In the event Purchaser fails to surrender possession of the Unit to Sponsor in accordance with the terms of this Use and Occupancy Agreement by the Vacate Date:
 - a. Purchaser shall pay Sponsor, an additional sum of \$1,000.00 per day, as penalty (and not as an occupancy charge), for each day or part thereof that Purchaser remains in possession of the Unit beyond the Vacate Date. At Sponsor's option, such amount may be deducted from the Security Deposit (defined below). This penalty shall be in addition to the Payment and any other charges set forth in this Agreement and all of the Sponsor's remedies under the Purchase Agreement, without limitation; and
 - b. Purchaser agrees (i) that Sponsor, without notice, may forthwith commence the summary holdover proceeding in accordance with Paragraph 9 herein for the purpose of enforcing this Use and Occupancy Agreement; (ii) to agree in said holdover proceeding to consent to the personal and subject matter jurisdiction of the court and to waive any and all substantive defenses to the proceeding; and (iii) that Sponsor may file the Stipulation of Settlement (a copy of which is annexed hereto) with a court of competent jurisdiction and prepare a final judgment of possession and execute a warrant of eviction forthwith without any further notices to Purchaser; and
 - c. Purchaser shall be liable for any and all actual and incidental costs incurred by Sponsor in recovering possession of the Unit, including, but not limited to, storage and/or disposal fees for Purchaser's belongings and reasonable attorneys' fees. At Sponsor's option, such amounts may be deducted from the Security Deposit, and Purchaser shall be liable for the remainder of such costs in excess of the Security Deposit.
11. As security for the performance of Purchaser's obligations hereunder including, without limitation, attorneys' fees, occupancy charges, repairs to the Unit caused by Purchaser's occupancy, penalties and other incidental costs and expense, Sponsor hereby acknowledges receipt of \$ _____ ("Security Deposit"). The Security Deposit will be returned to Purchaser (less deductions for any charges, fees outstanding payments or reimbursements permitted under

this Use and Occupancy Agreement) either upon Closing or, if the Purchase Agreement has been terminated, within 15 days after the Unit is surrendered to Sponsor.

12. Any default by Purchaser under the Use and Occupancy Agreement (which is not cured as set forth herein) shall constitute an Event of Default by Purchaser under the Purchase Agreement entitling Sponsor, to exercise any remedies provided for in the Purchase Agreement on account of such Event of Default, provided however that any default by Purchaser under the Purchase Agreement (which is not cured as set forth in the Purchase Agreement) shall constitute a default by Purchaser under the Use and Occupancy Agreement entitling Sponsor, in its sole option, to terminate the Use and Occupancy Agreement in accordance with Law. In addition to the foregoing, simultaneously with the execution of this Agreement, Purchaser shall execute and deliver to Sponsor a stipulation in the form annexed hereto ("Stipulation"), the terms of which are incorporated herein. It is expressly understood that upon any default under this Use and Occupancy Agreement or under the Purchase Agreement beyond their respective cure periods, Sponsor may commence without further notice a summary holdover proceeding in the Civil Court, New York County based on the terms of this Use and Occupancy Agreement. Purchaser consents to the jurisdiction of the Court and to the entry of a judgment of possession in favor of Sponsor and to the immediate entry of a warrant of eviction in accordance with the Stipulation.
13. Purchaser expressly acknowledges Purchaser's obligation to comply with the Condominium Declaration, By-laws and Rules and Regulations, in the event the Condominium Declaration is recorded prior to or during the Term, or to comply with such rules and policies established by Sponsor or the Managing Agent prior to the Filing Date of the Plan, in the event the Condominium Declaration is not recorded prior to the commencement of the Term.
14. The smoking policy of the Condominium is set forth below, which policy may be amended from time to time by the Condominium Board (see the Section of the Plan entitled "Rights and Obligations of Unit Owners" for more details):

"No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, (collectively, "Smoking Apparatus") in any common area of the Building, whether indoors or outdoors, at any time. Although smoking shall be permitted in any Unit or Limited Common Element appurtenant thereto, including a private Terrace, no person may smoke or otherwise use any Smoking Apparatus in a manner, which causes smoke to be a nuisance, create odors or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise use any Smoke Apparatus within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening in the Common Elements or Units."
15. If any Payment due under this Use and Occupancy Agreement is received after the 10th of the month, Purchaser shall pay to Sponsor a \$150 per month late fee. If any check delivered by Purchaser to Sponsor is uncollectible for any reason, Purchaser shall pay to Sponsor a \$100.000 returned check fee.
16. This Use and Occupancy Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.
17. In the event of any inconsistency between the provisions of this Use and Occupancy Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding.

18. This Use and Occupancy Agreement may be executed in any number of original, pdf or facsimile counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Use and Occupancy Agreement.

PURCHASER(S):

(signature)

(signature)

SPONSOR:

CS 393 LLC

By: _____
Name: Matthew Baron
Title: Member

ATTORNEYS FOR SPONSOR:

By: _____
Name: _____
Title: _____

Address: _____

Telephone No.: _____

ATTORNEYS FOR PURCHASER:

By: _____
Name: _____
Title: _____

Address: _____

Telephone No.: _____

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF _____

CS 393 LLC

Petitioner-Owner/Landlords,

- against -

Premises: Unit _____
393 West End Avenue Condominium
393 West End Avenue

Respondent-Tenant.

L&T Index No. _____

STIPULATION OF SETTLEMENT

SO ORDERED:

WHEREAS, Petitioner CS 393 LLC (“Petitioner” or “Landlord”) is the owner and landlord of condominium unit _____, of 393 West End Avenue Condominium, located at 393 West End Avenue (the “Premises”); and

WHEREAS, Respondent _____ (“Respondent”) has been occupying the Premises pursuant to a use and occupancy agreement dated _____ (“Use and Occupancy Agreement”); and

WHEREAS, the term under the Use and Occupancy Agreement has expired;

WHEREAS, pursuant to, and subject to, the express terms of the Use and Occupancy Agreement, Respondent has no: (i) legal right, title or interest in and to the Premises; and (ii) legal right or entitlement to occupy the Premises in any capacity or manner; and

WHEREAS, Petitioner commenced this holdover summary proceeding seeking to recover possession of the Premises pursuant to the express terms of the Use and Occupancy Agreement:

IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto and their respective attorneys, that the above-captioned proceeding is settled upon the following terms and conditions:

1. Respondent hereby appears in this proceeding by and through his attorneys, _____ . Further, Respondent consents to the personal and subject matter jurisdiction of this Court and admits due and proper service and the sufficiency of the Notice of Petition and the Petition herein. Further, Respondent waives any and all jurisdictional defenses he may have with respect to the proceeding.
2. Respondent consents to the forthwith entry of a final judgment of possession in favor of the Petitioner and against Respondent granting legal possession of the Premises to Petitioner. The final judgment of possession shall provide for a warrant of eviction to issue forthwith. Petitioner may preserve any predicate notices required for eviction. The final judgment of possession and warrant of eviction may be issued and entered without further notice to either party.
3. This Stipulation along with the Use and Occupancy Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all understandings and agreements heretofore had between the parties shall be merged into the terms of this Stipulation and Use and Occupancy Agreement and shall not survive.
4. This Stipulation incorporates the terms of the Use and Occupancy Agreement by reference. To the extent there is any conflict between the terms of this Stipulation and the Use and Occupancy Agreement, the terms of this Stipulation shall control. This Stipulation may only be modified by an agreement in writing signed by all of the parties hereto
5. This Stipulation of Settlement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original; such counterparts, when so executed together,

shall constitute one and the same agreement and shall be deemed to be an original. Photographic, electronic or faxed copies of such signed counterparts shall constitute originals for the purpose of this Stipulation of Settlement and may be used in lieu of the originals for any purpose.

6. This Stipulation may be “So Ordered” by the Court without notice at the request of any party.

Dated: New York

_____, 20____

ATTORNEYS FOR LANDLORD:

By: _____
 Name: _____
 Title: _____

Address: _____

Telephone No.: _____

LANDLORD:

By: _____
 Name: _____

ATTORNEYS FOR OCCUPANT:

By: _____
 Name: _____
 Title: _____

Address: _____

Telephone No.: _____

OCCUPANT:

By: _____
 Name: _____

STORAGE LOCKER LICENSE

STORAGE LOCKER LICENSE

AGREEMENT made this ____ day of _____, _____ (“Storage Locker License”) by and between CS 393 LLC, having an office at 757 3rd Avenue, 17th Floor, New York, New York 10017 (“Sponsor”), and the Condominium Board of 393 West End Avenue Condominium on behalf of all Unit Owners, having an address at 393 West End Avenue, New York, New York 10024 (“Condominium Board”) (Sponsor and the Condominium Board are sometimes collectively referred to as “Licensor”) and _____ having an address at _____ (“Licensee”);

W I T N E S S E T H :

WHEREAS, 393 West End Avenue Condominium (“Condominium”) is governed by a certain Declaration of Condominium recorded in the Office of the Register of the City of New York, County of New York as the same has been or may be amended from time to time (“Declaration”), the by-laws of the Condominium, as the same has been or may be amended from time to time (“By-Laws”) and the Rules and Regulations of the Condominium, as the same has been or may be amended from time to time (“Rules and Regulations”) (“Declaration,” the “By-Laws” and the “Rules and Regulations” are collectively, referred to as the “Condominium Documents”); and

WHEREAS, the Condominium is located at 393 West End Avenue, New York, New York 10024 (“Property”); and

WHEREAS, storage lockers have been installed in a portion of the Property (“Storage Locker Area”); and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring Unit No. ____ in the Condominium; and

WHEREAS, the Condominium Board granted Sponsor the exclusive right to sell, without charge, the storage lockers pursuant to licenses and the Condominium will not be entitled to any of the proceeds from such sale; and

WHEREAS, Licensee desires the right to the exclusive use of a storage locker for so long as Licensee owns a Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a storage locker license (“Storage Locker License”) for the exclusive use of storage locker # ____ (“Storage Locker”) and Licensee hereby accepts such Storage Locker License from Licensor for a term commencing on the date hereof.

2. The Condominium Board has the right to impose fees on Licensee in accordance with the By-Laws. **[OR]** [Licensee shall pay a monthly fee to Licensor in the amount of \$_____.] Any fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future, shall constitute “additional Common Charges” under the terms of the Condominium Documents. Licensee’s failure to pay the fee and/or Special Assessment due hereunder or imposed by the Condominium Board in the future shall constitute a material default under the terms of the Condominium Documents.

3. The Storage Locker may be used only for the storage of personal effects of a Unit Owner and in no event shall any food or perishable items or any flammable or explosive item or any item which

would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance be stored in the Storage Locker.

4. Except for Sponsor and the Condominium Board, a Unit Owner may not own the Storage Locker without also owning a Unit.

5. Licensee shall not (a) store any property outside of the Storage Locker; or (b) allow any other Person to use the Storage Locker except in accordance with the terms hereof.

6. This Storage Locker License may be assigned by Licensee at any time provided that (i) the assignee is a Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in the form annexed hereto, (iii) the assignee delivers notification of the assignment in writing to the Condominium Board in compliance with its requirements as the same may be modified from time to time, and (iv) the assignee and the Licensee do not owe any outstanding monies to the Condominium. This Storage Locker License shall automatically terminate at such time as Licensee no longer owns a Unit in the Condominium unless this Storage Locker License is assigned to and assumed by another Unit Owner.

7. Licensee represents that Licensee has made a thorough inspection of the Storage Locker and the Storage Locker Area and agrees to take same in its "as is" condition as of the date of this Storage Locker License.

8. Licensee represents that Licensee shall, throughout the term of this Storage Locker License, maintain the Storage Locker with a proper manner of care.

9. Neither Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any property stored in the Storage Locker Area. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other causes in the Storage Locker Area, but rather such loss or damage will be at the sole cost of the Licensee.

10. The terms of this Storage Locker License are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Storage Locker License and the Condominium Documents shall be resolved in favor of the Condominium Documents.

11. If Licensee defaults in Licensee's obligations under this Storage Locker License or under the Condominium Documents, the Condominium Board may, in its sole discretion, elect by notice to Licensee to cancel this License, in addition to the other rights and remedies that the Condominium Board has under the Condominium Documents. If the Condominium Board so elects, Licensee shall have thirty (30) day period, from the giving of notice of cancellation to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then this License shall be deemed terminated. Upon the termination of this License, the Condominium Board will be released and discharged of all further liability and obligations under this License, and the Storage Locker may be licensed to another as though this License had never been made, and without any obligation to account to Licensee for any of the proceeds.

12. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium Board may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Storage Locker until Licensee cures such default or (ii) terminate this Storage Locker License upon written notice to Licensee.

13. The Condominium Board or its agents shall have the right, but not the obligation, to open the Storage Locker in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Locker Area and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

14. This Storage Locker License shall constitute a license only and shall not be construed under any circumstances to be a sale of the Storage Locker or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Storage Locker License.

15. Licensee shall indemnify and hold Licensor and their respective officers, directors, shareholders, unit owners, members, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including legal fees and expenses, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's Family Members, servants, employees, agents, guests and invitees in connection with this Storage Locker License.

16. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance covering the Storage Locker in amounts sufficient to cover the property located therein.

17. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Storage Locker License or, in the event Licensee defaults under this Storage Locker License beyond any applicable grace period, enforcing Licensee's obligations hereunder.

18. Neither this Storage Locker License nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

19. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Storage Locker License, which alone fully and completely express their agreement and that this Storage Locker License supersedes any and all such understandings and agreements with respect to the subject matter hereof.

20. If any provision of this Storage Locker License is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Storage Locker License and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Storage Locker License, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

21. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Storage Locker License 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.

22. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Storage Locker License shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and 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 Storage Locker License to be performed by Licensee.

23. Licensee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Residential Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

IN WITNESS WHEREOF, the undersigned have executed this Storage Locker License as of the day and year first above written.

Agreed to and Acknowledged by:

LICENSOR:

393 West End Avenue Condominium

LICENSEE:

By: _____

Name:

Title:

SPONSOR:

CS 393 LLC

By: _____

Name: Matthew Baron

Title: Member

ASSIGNMENT AND ASSUMPTION OF STORAGE LOCKER LICENSE

ASSIGNMENT AND ASSUMPTION OF STORAGE LOCKER LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF STORAGE LOCKER LICENSE made as of the _____ day of _____, _____ by and between _____ (“Assignor”), having an address at _____, and _____ (“Assignee”), having an address at _____.

W I T N E S S E T H :

WHEREAS, Assignor executed a certain Storage Locker License dated _____, _____ (“Storage Locker License”) to have the exclusive right to use the storage locker designated as # ____ (“Storage Locker”) located in the Building known as 393 West End Avenue Condominium, located at 393 West End Avenue, New York, New York 10024, in accordance with the terms of the Condominium Offering Plan for the Building (“Plan”), as amended; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor’s right, title and interest in and to the Storage Locker License; and

WHEREAS, Assignee desires to assume all of the obligations and responsibilities of Assignor in and to the Storage Locker License; and

WHEREAS, the parties hereto wish to set forth their agreements with respect to this Assignment and Assumption of this Storage Locker License.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. **ASSIGNMENT**: Assignor hereby assigns to Assignee, from and after the date hereof, all of Assignor’s right, title and interest in and to the Storage Locker License, a copy of which is attached hereto and made a part hereof, for a Purchase Price of \$_____.

2. **ASSUMPTION**: Assignee hereby assumes all of the obligations, promises, covenants and responsibilities of Assignor in and to the Storage Locker License as if Assignee had signed the Storage Locker License originally as “Licensee.”

3. **AUTHORIZATION AND DIRECTION**: Assignor and Assignee hereby authorize and direct the Condominium to have the books and records of the Condominium reflect that Assignee has the exclusive right to use the Storage Locker.

4. **EFFECTIVE DATE**: This Assignment shall not be deemed effective unless and until signed by each of the parties hereto.

5. **DEFINED TERMS**: All terms not defined herein shall have the meanings ascribed to them in the Plan.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment and Assumption of Storage Locker License on the day and year first above written.

ASSIGNOR:

(signature)

ASSIGNEE:

(signature)

APPROVED BY:

393 West End Avenue Condominium

By: _____
Name:
Title:

DECLARATION OF CONDOMINIUM

DECLARATION

**Establishing a Plan for Condominium Ownership
of the Premises Known as**

393 WEST END AVENUE CONDOMINIUM

and having a street address of

**393 WEST END AVENUE
NEW YORK, NEW YORK 10024**

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

Name: 393 West End Avenue Condominium

**Sponsor: CS 393 LLC
757 3rd Avenue, 17th Floor
New York, New York 10017**

Date of Declaration:

_____, _____

**Prepared by:
STARR ASSOCIATES LLP
Attorneys At Law
220 East 42 Street
New York, New York 10017
(212) 620-2680**

**The land affected by the within instrument lies in
Block 1186 F/K/A Lot 83, N/K/A Lots _____ - _____ on the Tax Map of the Borough of Manhattan,
County of New York, City and State of New York**

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Exhibits

A – DESCRIPTION OF THE LAND

B – DESCRIPTION OF THE UNITS

C – DEFINITIONS

D – BY-LAWS OF THE CONDOMINIUM

E – UNIT POWER OF ATTORNEY

**DECLARATION
OF
393 WEST END AVENUE CONDOMINIUM**

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

CS 393 LLC, a limited liability company organized under the laws of the State of Delaware, having an office at 757 3rd Avenue, 17th Floor, New York, New York 10017 ("Sponsor"), does hereby declare as follows:

**ARTICLE 1
DEFINITIONS**

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms used in this Declaration 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 said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

**ARTICLE 2
SUBMISSION OF THE PROPERTY**

2.1 Sponsor hereby submits the Property to the provisions of the Condominium Act and pursuant thereto, does hereby establish a regime for the condominium ownership of the Property as more particularly set forth herein and in the By-Laws.

2.2 Excluded from the Property are any Excess Development Rights, which shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner.

**ARTICLE 3
NAME OF THE CONDOMINIUM**

The Condominium shall be known as 393 West End Avenue Condominium.

**ARTICLE 4
THE LAND**

Included in the Property is the Land which is more particularly described in Exhibit A annexed hereto.

ARTICLE 5

THE PROPERTY AND THE BUILDING

5.1 Included in the Property are: 88 Units (including 1 Resident Manager's Unit) and 15 Storage Lockers contained in a structure comprising sixteen (16) above-grade stories, one (1) below-grade level, one (1) roof level, and one (1) bulkhead as reflected on the Tax Lot Drawings of the Building certified by _____. For purposes of marketing, the floors of the Building are designated ____ through _____. Floors ____ through ____ are excluded for marketing purposes. However, floor numbering in the plans and specifications filed with the Buildings Department will be consistent with construction floor designations. There is no floor 13 designation.

5.1.1 The Units will be located on Floors ____ and ____.

5.1.2 The Storage Lockers will be located on Floors ____ and ____.

5.2 The Building is classified as being of fire proof construction. The Building structural system consists of _____. The roof consists of _____.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation; tax lot number; approximate location in the Building; approximate square footage; number of rooms; the portions of the Common Elements to which such Unit has immediate access; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans.

6.2 Unit square footage calculations shown on the plans are based on measurements taken from the outer face of the exterior wall to the centerline of the demising walls and between unit exterior face of corridor and common element walls. Columns, mechanical, pipes, chases, chaseways, shafts, shaft-ways and conduits are not deducted from the measurement of each Unit. Terraces belonging to individual Units are measured from the outer face of the exterior wall to the exterior face of the parapet. Interior common areas are measured from the interior face of corridors and stairs and centerline between such spaces, if any of the enclosing walls are exterior walls, then the measurement is taken to the outer face of the exterior wall. For outdoor common areas the measurements are taken from the outer face of the exterior walls to the exterior face of the enclosing parapets.

6.3 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to the Unit including Terrace doors (including, without limitation, all locks, peepholes, doorknobs and hardware), the non-load-bearing interior walls and partitions, floors and floor coverings and ceilings affixed, attached or appurtenant to the Unit, smoke/carbon monoxide detectors, window panes, fireplaces, fireboxes, dampers, mantels and flues, mechanical systems located in the Unit, heating and cooling systems (including HVAC filters and parts), plumbing, gas and heating fixtures and equipment, including but not limited to, refrigerators, dishwashers, washers and dryers, heating, ventilating and air conditioning units (including the internal fans), heating equipment, ranges and other appliances, sinks, bathtubs, waterclosets and all other Facilities as may be affixed, attached or appurtenant to the Unit and serving the Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, water spigots located on Terraces, and any special pipes or equipment which a Unit Owner may install within the walls, ceilings, or floors, but shall not include gas, water or other pipes, conduits, wiring or ductwork within

the walls, ceilings or floors, unless such installations were made by the Unit Owner after the Unit Owner acquired title to the Unit, in which event Unit Owner shall be responsible for such installations. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit, including those located on Terraces and any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the electrical panel (including electrical branch wiring but excluding electrical service riders) and serving or benefiting only that Unit.

6.4 [Intentionally Omitted]

6.5 Any Common Elements located within a Unit shall not be considered a part of such Unit.

6.6 Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, subject to the provisions of the By-Laws, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and (with respect to Units) to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the consistent exterior appearance, the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Building or violate Law.

6.7 As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Sponsor in all Units and Sponsor shall be deemed a licensee with respect to all Storage Lockers, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

THE COMMON ELEMENTS

7.1 The Common Elements consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements and the Limited Common Elements. The Common Elements do not include any Excess Development Rights, if any, which shall be initially retained by Sponsor.

7.2 The General Common Elements consist of the Land and those rooms, areas, corridors and other portions of the Building (other than the Units), as well as those Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence, maintenance, management, operation, or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include:

(i) the Land (including the landscaping appurtenant thereto) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto, except for the Development Rights.

(ii) all foundations, columns, beams, joists, supports, piles, footings, pillars, girders, exterior walls (including glass curtain walls), interior walls, partitions, floor slabs and ceilings, window casements and frames, roofs and ceilings in, on, or under the Building, separating a Unit from a General Common Element, and that portion of all such interior walls, partitions, floors and ceilings separating a General Common Element from a Unit and/or General Common Element and/or a Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such General Common Element, to the extent that the same are not expressly included as part of the Limited Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof.

(iii) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems, which service the Units and/or the General Common Elements and/or the Limited Common Elements, to the extent that the same are not expressly included as a part of the Limited Common Elements pursuant to the terms of Paragraph 7.3 below or a Unit pursuant to the terms of Article 6 hereof.

(iv) all common stairways, stairwells, hallways, and elevators together with their respective bulkheads, shafts, pits, and equipment rooms, located on all floors.

(v) the boiler room, the laundry room, the Storage Locker Area (including all Storage Lockers therein), the break room, the trash room, the super's workroom, the elevator machine room, the electrical room, the super's closet, the building storage room, the IT room, the gas meter room, the building storage room, all bathrooms, the exercise room, the yoga studio, the courtyard, the children's room, and the multipurpose room, each of which are located in the basement of the Building.

(vi) the setback areas on the 17th floor and the roof areas (i.e. that are not a part of any Terrace appurtenant to a Unit) and all equipment on the roof areas, including without limitation the HVAC condensing units.

(vii) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property.

7.3 The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include: the Terraces adjoining certain Units more particularly set forth on Exhibit "B" to this Declaration entitled "Description of Units."

7.4 The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-Laws.

ARTICLE 8

DETERMINATION OF COMMON INTEREST

8.1 The undivided percentage interest of each Unit in the Common Elements 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 in accordance with subsection (iv).

8.2 [Intentionally Omitted]

ARTICLE 9

USE OF UNITS AND STORAGE LOCKERS

9.1 As more particularly set forth in, and subject to the provisions of, the By-Laws, the Units shall be used for residential purposes only (excluding "dormitory," "bed and breakfast" or other transient

hotel-type use). A Unit owned or leased by an individual, corporation, partnership, fiduciary, limited liability company or any other entity (including, but not limited to, the federal or state government and any instrumentality thereof and foreign governments and any embassy, consulate, or other instrumentality thereof, may only be occupied (unless the Condominium Board otherwise consents in writing) by such individual, or by an individual officer, director, stockholder, member or employee of such corporation or limited liability company, or by an individual partner or employee of such partnership, or by such individual fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries and partners or employees of partnership fiduciaries) or by an individual beneficiary of said fiduciary, or an individual principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing; however, the foregoing restrictions shall not apply to Unsold Units.

Upon the prior written consent of Sponsor (1) (with respect to Unsold Units) or the Condominium Board (with respect to sold Units), any Unit may be used for any other lawful purposes, subject, however, to (2) the terms and conditions of the then existing TCO or PCO for the Building and the By-Laws, and (3) applicable Law.

9.2 [Intentionally omitted]

9.3 The Storage Lockers may be used only for the storage of personal effects of a Unit Owner or its Permitted Users, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein. Sponsor shall have the right to use any unassigned Storage Locker for any purpose permitted by Law or to change the permitted use of any unassigned Storage Locker, subject, however, to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, a Storage Locker may not be licensed independently of a Unit. There will not be an emergency generator in the Building. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any loss or damage in the Storage Locker Area or any other portion of the Building as a result of any power outages, temperature fluctuations, or other causes relating to the absence of an emergency generator. Notwithstanding the foregoing or anything contained in the By-Laws or the Residential Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board, (1) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for the Building or any other governmental regulations, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, (3) use any Storage Locker for any purpose permitted by Law, and (4) lease any Unsold Unit to third parties for either long term or short term stays.

ARTICLE 10

EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

10.1 Subject to the terms of this Declaration, the By-Laws and the Residential Rules and Regulations, if applicable, Sponsor, the Unit Owners, the Managing Agent, the Condominium Board and all Permitted Users of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

10.2 [Intentionally Omitted]

10.3 [Intentionally Omitted]

10.4 Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof. The Units having the same are indicated on Exhibit B.

10.5 Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements (including but not limited to, residential lobbies, hallways and corridors), to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the alteration, renovation, construction, combination, reconfiguration, sale or renting of Unsold Units including, without limitation, the right to erect, maintain, replace and/or repair any sign and/or lighting permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit or the operation of any business of a tenant or occupant of any Unit.

10.6 In addition to all other easements and rights granted herein, Sponsor, the Managing Agent, and the Condominium Board and each of their respective Permitted Users, shall have an easement in, through all Terraces and all Units with appurtenant Terraces for the purpose of accessing, utilizing, maintaining and replacing, the window washing equipment, the rig sockets and davits located on the Building.

10.7 For each Unit 1A, 1E, 1F, 2B, 2C, 2D, 2E, 2G, 3A, 3F, 4B, 4C, 4G, 4H, 5A, 5B, 5D, 5F, 6D, 6E, 7C, 8B, 9A, 9C, 9F, 11D, 12D, 12E, and PH3D (each, an "Easement Unit"), Sponsor and its Permitted Users shall have an easement without being subject to any fee or charge and without the prior approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any: (a) in, over, under, through, and upon that certain 1,000 square foot plot of General Common Elements located in the northwesterly corner of that certain outdoor courtyard on the cellar level (i.e. sharing the exterior wall with the fitness center) for the purpose of installing and maintaining a HVAC VRF condenser unit, and (b) in, over, under, through, and upon all General Common Elements (including but not limited to interiors of walls, ceilings, shafts, and mechanical closets) for the sole purpose of running piping from such HVAC VRF condenser units, through the exterior wall of the mechanical room on the first floor, to the subject Easement Unit utilizing the shaft running from the aforementioned mechanical room and maintaining such piping ((a) and (b) collectively, an "HVAC Easement") – provided, however, that all of the foregoing work ("HVAC Work") shall not (i) materially and adversely affect any other Unit (except the Easement Unit being serviced by the HVAC Work) or any Limited Common Elements appurtenant to any other Unit (except the Easement Unit being serviced by the HVAC Work), (ii) adversely and permanently affect the structural, mechanical, plumbing, waterproofing, or electrical integrity of the Building, (iii) materially affect the safety of any Unit Owner, tenant, or other persons at the Property, (iv) cause a material interruption to Building services, or (v) violate Law (collectively, "HVAC Work Conditions"). Sponsor agrees to hold the Condominium Board and all other Unit Owners harmless from any liability arising from the HVAC Work. Sponsor shall have the unconditional right to assign the HVAC Easement associated with any particular Easement Unit to the Purchaser of such Easement Unit, in Sponsor's sole and absolute discretion and without prior Condominium Board approval. Such assignee ("Easement Assignee") shall be afforded all rights and benefits associated with the HVAC Easement provided that Easement Assignee (a) agrees to hold the Sponsor, the Condominium Board, and all other Unit Owners harmless from any liability arising from the HVAC Work, (b) obtains and maintains insurance coverage and/or causes such insurance coverage to be obtained and maintained by any contractors, subcontractors, agents, or employees (as applicable) with respect to the HVAC Work containing such limits and policies that have been required by the Condominium Board for other vendors performing comparable work in the Building ("Required Insurance Policies"), and (c) prior to performing any HVAC Work, submits to the Managing Agent, for review by the Condominium's engineer, (x) certificates of insurance reflecting the Required Insurance Policies and (y) plans identifying both the locations of the new piping (including without limitation the condensate piping) and the power supply for the exterior condensers ("Plans"). Provided that the Condominium's engineer determines, in its reasonable discretion, that the HVAC Work complies with the HVAC Work Conditions and that Easement Assignee has obtained with the Required Insurance Policies, the Condominium Board shall notify Easement Assignee that the HVAC Work may commence, which notice shall not be withheld, conditioned, or delayed. For avoidance of doubt, it is expressly understood that neither the consent of the Condominium Board nor the execution of

any alteration agreement shall be required and that the role of the Condominium's engineer shall be limited solely to ensuring that the HVAC Work complies with the HVAC Work Conditions and that Easement Assignee has obtained the Required Insurance Policies. To the extent that any HVAC Work will result in any damage to the Common Elements by opening up walls or ceilings or damaging finishes, such damage shall not be deemed to be a violation of the HVAC Work Conditions provided that the Easement Assignee agrees to promptly repair any such damage. In the event Easement Assignee fails to promptly repair any such damage, such failure shall be deemed a violation under the Condominium Documents entitling the Condominium Board to the remedies afforded by Section 9.1 of the By-Laws. The Condominium Board shall be prohibited from (i) conditioning or delaying the conveyance of the information about the Required Insurance Policies to Easement Assignee, and (ii) modifying the limits and/or other terms of the Required Insurance Policies such that Easement Assignee would be held to more onerous requirements than other Unit Owner performing comparable work in the Building at such time. Easement Assignee shall be obligated to cooperate with the Building staff in order to enact such safety precautions as may reasonably be necessary to protect other residents from any HVAC Work impacting the Common Elements, at Easement Assignee's sole cost and expense. Once an HVAC Easement has been assigned by Sponsor to an Easement Assignee, notice of which shall be delivered to the Condominium Board and such HVAC Easement shall no longer be assignable to any subsequent buyer – subject however to the following exception: in the event that Sponsor sells two or more Easement Units to a single Purchaser ("Regulated Bulk Purchaser") and assigns the HVAC Easements associated with such Easement Units to such Regulated Bulk Purchaser, the Regulated Bulk Purchaser shall have the unconditional right, in its sole discretion and without prior Condominium Board approval, to assign the HVAC Easement associated with any of the Easement Unit in its possession to the subsequent buyer of such Easement Unit, in which event such subsequent buyer shall be afforded all rights and benefits of and subject to all terms and conditions applicable to an Easement Assignee with respect to such HVAC Easement (and such HVAC Easement shall no longer be assignable). In the event that Sponsor sells an Easement Unit and elects, in its sole and absolute discretion, not to assign the HVAC Easement associated with such Easement Unit, the Purchaser of such Easement Unit shall not be entitled to any of the rights and benefits afforded by the HVAC Easement.

ARTICLE 11

OTHER EASEMENTS

11.1 Subject to the terms of the By-Laws and to the Residential Rules and Regulations, if applicable, each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit, including an easement to connect to existing utilities, including without limitation, utilities for gas, electricity, steam and ventilation. Each Unit together with any Common Elements located therein or Limited Common Elements appurtenant thereto shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this Section shall be exercised by the Condominium Board on behalf of all Unit Owners. The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements contained therein and appurtenant thereto (including Storage Lockers) to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Condominium Board and/or Sponsor, and each of their Permitted Users, as the case may be, to the extent practicable, in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an "emergency" (i.e. a condition requiring repair or replacement immediately necessary for the

preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building). Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Condominium Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-Laws or the Residential Rules and Regulations, if applicable, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

11.2 Sponsor for so long as it shall own any Unsold Unit, and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the Unit Owners and their Permitted Users, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company and its employees and agents shall have the right of access to each Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business or with the use of the Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-Laws or the Residential Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected. In addition, Sponsor reserves the right to install additional fireplace flues and mechanical equipment on the roof of the Building.

11.3 Sponsor and its Permitted Users for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements and Unsold Units in order to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units and the Common Elements.

11.4 Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

11.5 Sponsor, and its Permitted Users shall have an exclusive easement for so long as Sponsor owns an Unsold Unit to erect, use, lease, maintain, repair, replace and operate (a) antennae, satellite dishes and other communications equipment, and (b) any pipes, risers, ducts, flues and equipment necessary or desirable to provide heat, air-conditioning, exhaust, or ventilation as required or, as permitted by Law, on any part of the roof and/or façade of the Building and elsewhere on the Common Elements (excluding Terraces and Storage Lockers) and to utilize any risers, conduits, piping, cables, ducts and electrical panels and rooms, telephone/cable panels and rooms in connection therewith. The exercise of the easement and these rights do not require the consent of the Condominium Board or the Unit Owners and shall be without charge to Sponsor. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to the roof and/or the façade of the Building shall be the obligation of Sponsor and not of the Condominium, and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right of Sponsor, and not of the Condominium or any other Unit Owner. In connection with such easement and related rights, Sponsor and its Permitted Users shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement.

11.6 Sponsor and any Development Rights Owner shall have an easement for ingress and egress through all of the Common Elements for any purpose in connection with Sponsor's or the Development Rights Owner's utilization, sale or transfer of any Excess Development Rights, including without limitation (i) effecting a zoning lot merger or division; or (ii) creating a Combined Zoning Lot or any enlargement or subdivision thereof; or (iii) effecting a sale or transfer of Excess Development Rights in any manner permitted by Law.

11.7 [Intentionally Omitted]

11.8 The Condominium and Building shall be designated and known as 393 West End Avenue Condominium. Sponsor shall own and control all rights and interest, appurtenant to the name of the Condominium and/or the Building and any intellectual property relating thereto, including without limitation, any logos, marks, websites, trademarks, copyrights or names relating to or referring to the name of the Condominium or the Building, unless otherwise prohibited by Law. Only Sponsor shall have the right to change or assign the name of the Condominium. In addition, Sponsor shall have the right to utilize other names for the Building or portions thereof for marketing and promotional purposes without the consent of the Condominium Board or the Unit Owners. Notwithstanding the foregoing, and only in the event that Sponsor no longer owns a Unit in the Condominium, the Unit Owners may change the name of the Condominium and/or the Building, but only if such change is authorized by the affirmative vote of 80% in number and in Common Interest of all Unit Owners at a Special Meeting duly called for such purpose. Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on the exterior portion of the Building setting forth the name and address of Sponsor, or such other information as Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by Law.

11.9 If (a) any portion of the Common Elements encroaches upon any Unit or upon any other portion of the Common Elements, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachment shall hereafter occur as a result of (i) the settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by Sponsor in accordance with this Declaration or the By-Laws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

11.10 In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 12

ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD UNITS

12.1 Except to the extent prohibited by Law, Sponsor shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

- (a) to make alterations, additions, improvements and/or repairs in or to the interior portions of Unsold Units and their appurtenant Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, including without limitation any alterations with respect to the type, number, or layout of rooms in each Unsold Unit.

- (b) to amend the Certificate of Occupancy of the Building with respect to the use or number of the Unsold Units.
- (c) without amendment to the Plan, to (i) subdivide and/or combine any Unsold Unit and/or (ii) change any Unsold Units in size by relocating a boundary wall between Unsold Units and/or or (iii) otherwise change the size and/or number of Unsold Units, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unsold Unit without changing the percentage of Common Interest of such Unit. In the event of a subdivision, combination, and/or change in size of any Unsold Unit, Sponsor shall additionally have the right to reapportion among the affected Unsold Units their respective Common Interests and to create new Common Elements and/or Limited Common Elements from space previously designated as a Unit, General Common Element or Limited Common Element.

provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon any Unsold Unit:

- (d) no physical modifications shall be made to any other Unit and the Common Interest or interior dimensions of any other Units (other than Unsold Units) shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto.
- (e) Sponsor shall comply with Law and the terms of this Declaration and the By-Laws.
- (f) Sponsor shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom.
- (g) such alteration, addition, improvement, repair or change shall not jeopardize the soundness, mechanical systems or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property.

Notwithstanding the foregoing, however, the aggregate amounts of the Common Interests of all the Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest and, if applicable, Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered by Sponsor or any other Person reasonably acceptable to the Condominium Board. By written permission of the Condominium Board, which permission shall not be unreasonably withheld, conditioned, or delayed, any other Unit Owner may be given with respect to such Unit the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units. Notwithstanding the other provisions of this Article, no reapportionment of the Common Interests appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered by the Unit Owner or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

12.2 [Intentionally Omitted]

ARTICLE 13

ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders the Unit, together with its Appurtenant Interests to the Condominium Board pursuant to the terms of the By-Laws or Section 339-x of the Condominium Act, or (b) the Condominium Board, pursuant to the By-Laws or otherwise, either acquires or leases a Unit, together with its Appurtenant Interests, purchases, a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title to any such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 14

POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD

14.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, Sponsor, to:

- (a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents;
- (b) effectuate Sponsor's or the Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in this Declaration.
- (c) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of any portion of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which Sponsor deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Unsold Units.

14.2 In addition to the foregoing Section 14.1, Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Condominium Board, jointly, to:

- (a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;
- (b) acquire, lease or license any Unit (including, but not limited to, the Resident Managers Unit), together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(d) acquire, mortgage, lease, sublease, license, convey or otherwise deal with the Resident Manager's Unit, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; and

(e) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Units.

14.3 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Power of Attorney, substantially in the form set forth as Exhibit E to this Declaration.

ARTICLE 15

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws) until such time as the Property is withdrawn from the provisions of the Condominium Act is authorized by a vote of 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. In the event the withdrawal is authorized as aforesaid, but only in such event, 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 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 from out of such Unit Owner's share of such net proceeds all liens on the Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 16

COVENANT OF FURTHER ASSURANCES

16.1 Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a Member or officer of the Condominium Board or a Permitted User of either or otherwise, shall, upon prior reasonable written request 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.

16.2 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after

request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, or (ii) to deliver a written notice to the Person requesting such execution, acknowledgement or delivery, and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, Condominium Board or other Person.

16.3 If any Unit Owner, the Condominium Board or other Person that is subject to the terms of this Declaration fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to this Declaration at the request of Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights as the case may be, then Sponsor, or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights as the case may be, is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in this Declaration which requires the consent or approval of the Condominium Board.

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-Laws and the Residential Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Residential Rules and Regulations, as they may be amended from time to time. 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 Residential 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 or use and occupancy agreement thereof.

17.2 If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and 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 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. If any provision which is necessary to cause this Declaration and 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 part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

17.3 Subject to Section 17.2, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon and 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 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.

ARTICLE 18

EXCESS DEVELOPMENT RIGHTS

18.1 Any Excess Development Rights shall be retained by Sponsor, who shall have the exclusive right to utilize, sell or otherwise transfer any Excess Development Rights. Excess Development Rights shall inure solely to the benefit of Sponsor or other Development Rights Owner. Neither the Condominium Board nor any Unit Owner (other than Sponsor or a Development Rights Owner) shall have any right or interest in any Excess Development Rights.

18.2 In connection with its utilization of Excess Development Rights, Sponsor or Development Rights Owner, among other rights, may cause the Property to be divided into two or more parcels which collectively are referred to as the "Combined Zoning Lot."

18.3 Each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have consented to and agreed that, if Sponsor or a Development Rights Owner seeks to enlarge the Combined Zoning Lot by adding other parcels of real property ("Additional Parcels") so as to create an enlarged Combined Zoning Lot, or seeks to utilize or transfer Excess Development Rights for the purposes and in accordance with the provisions of the Zoning Resolution or other applicable Law, the Condominium Board and the Unit Owner have (i) waived the right to execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air or other document or instrument and the right to appear in opposition before any community board or governmental or quasi-governmental authority to oppose in any manner the utilization, sale or transfer of Excess Development Rights or the establishment of the Combined Zoning Lot or any enlargement, division or proposed use thereof; and (ii) consented as a party in interest, to any declaration or other agreement utilizing the Excess Development Rights in any manner, including by effecting a transfer of Excess Development Rights or a merger or division of any of the parcels comprising the Combined Zoning Lot with any other tax lots in order to form a single zoning lot for the purpose of transferring all or any portion of the Excess Development Rights from Sponsor or a Development Rights Owner.

18.4 Notwithstanding the provisions of the immediately preceding paragraph, each Unit Owner by accepting a deed or otherwise succeeding to title to a Unit, and the Condominium Board, shall be deemed to have granted to Sponsor and any Development Rights Owner an irrevocable power of attorney coupled

with an interest, to execute, acknowledge and deliver any such declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument necessary or expedient to carry out the exercise of any rights, reserved, retained or granted to Sponsor or Development Rights Owner. Alternatively, upon demand of Sponsor or a Development Rights Owner, each Unit Owner and the Condominium Board shall execute any declaration of zoning lot restrictions, zoning lot development agreement, easement for light and air, or other document or instrument requested by Sponsor or Development Rights Owner in order that (i) Sponsor or Development Rights Owner may effectively utilize, sell or otherwise transfer Excess Development Rights to any Person designated by Sponsor or Development Rights Owner, and (ii) such Person may effectively utilize such Excess Development Rights.

18.5 Notwithstanding the foregoing, neither Sponsor nor any Development Rights Owner may utilize Excess Development Rights to increase the size, height, bulk or density of any portion of the Property.

18.6 All rights and obligations of Sponsor set forth in this Declaration with respect to the Excess Development Rights shall apply equally to any Development Rights Owner.

ARTICLE 19

AMENDMENTS TO THIS DECLARATION

19.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, any provision of this Declaration affecting the Common Elements or all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Unit Owners, taken in accordance with the provisions of the By-Laws; provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, no amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld, conditioned or delayed) of the Mortgage Representatives (as defined in the By-Laws), if any. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor set forth herein, this Section 19.1 of the Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in the manner set forth above.

19.2 Sponsor and any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Sponsor's or any Development Rights Owner's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration, the By-Laws, the Residential Rules and Regulations and the Floor Plans of the Condominium as Sponsor or the

Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights deems appropriate to effectuate the same:

- (i) to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or
- (ii) required by (x) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Unit; or
- (iii) to correct any inconsistencies or scrivener's errors in the Declaration, the By-Laws and/or Floor Plans; or
- (iv) with respect to Excess Development Rights, to effectuate Sponsor's or any Development Rights Owner's utilization, sale or transfer of any Excess Development Rights in any manner permitted by Law,, provided that no such amendment shall enable Sponsor or Development Rights Owner to utilize Excess Development Rights to increase the size, height, bulk, configuration and/or density of the Property; or
- (v) to relinquish any rights granted to Sponsor hereunder.

Provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this Section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material, physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in (1) or (2) of this Section) or the holder of such mortgage (in the event described in (3) of this Section) shall consent thereto by joining in the execution of such amendment.

19.3 [Intentionally Omitted]

19.4 Any amendment to this Declaration may be executed; (i) if on behalf of Sponsor or a Development Rights Owner pursuant to the terms of Section 19.2 hereof, by Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

19.5 Notwithstanding anything contained in the Condominium Documents to the contrary, if any Unit Owner, with the prior approval of the Condominium Board changes the size and/or number of Units owned by such Unit Owner by either (w) subdividing a Unit(s) into two or more separate Units, (x) combining a Unit into one or more Units, (y) altering the boundary walls between any adjacent Units owned by such Unit Owner, or (z) otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the owner of such Unit) which exclusively benefit a Unit into such Unit, then the Condominium Board on behalf of such Unit Owner and at the Unit Owner's sole cost and expense, shall have the right to execute, and record in the City Register's Office and elsewhere, if required by Law, any amendment to this Declaration and other documents which are necessary or

appropriate to reflect the changes made by the Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest of any other Unit, or (2) require a physical modification of any other Unit, or (3) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in (1) or (2)) or the holder of such mortgage (in the event described in (3)) shall consent thereto by joining in the execution of such amendment.

19.6 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, if the same would (i) unreasonably interfere with the sale, lease, or other disposition of any Unit owned by Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, unless such amendment is consented to in writing by Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, or (iii) impose any discriminatory charge or fee against Sponsor or the Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, unless Sponsor or the Development Rights Owner shall consent to such amendment in writing.

19.7 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor if the same relate to Sponsor.

19.8 No amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

ARTICLE 20

CONSENTS BY SPONSOR

When the consent, approval, satisfaction, or permission of Sponsor is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when (i) Sponsor no longer owns any Units; and (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan; and (iii) a Permanent Certificate of Occupancy for the Building has been issued.

ARTICLE 21

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York shall serve the Condominium c/o The Board of Managers of the 393 West End Avenue Condominium located at 393 West End Avenue, New York, New York 10024

ARTICLE 22
INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 23
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 24
SEVERABILITY

Subject to the provisions of Section 17.2 and 17.3 of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provisions of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

ARTICLE 25
SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor as set forth in this Declaration and the By-Laws shall inure to the benefit of and be binding upon any successor or assignee or designee of Sponsor. Sponsor shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

ARTICLE 26
CAPTIONS

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 27
CERTAIN REFERENCES

26.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

26.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

26.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

ARTICLE 28
GENERAL

Except as required by Law, neither Sponsor nor any of its principals shall be subject to any of the restrictions and/or prohibitions with regard to the Units and/or Storage Lockers set forth in this Declaration or the By-Laws annexed hereto.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ____ day of _____, _____.

* * * * *

SPONSOR:

CS 393 LLC

By: _____
Name: Matthew Baron
Title: Member

(ACKNOWLEDGEMENT)

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

On the ____ day of _____, in the year _____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of whom the individual(s) acted, executed the instrument.

 Notary

EXHIBIT A TO THE DECLARATION

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

[See the Schedule A – Description of the Land in the Specimen Title Report set forth in Part II of the Plan.]

CONDOMINIUM NO. _____

EXHIBIT B TO THE DECLARATION

DESCRIPTION OF THE UNITS

393 West End Avenue Condominium
393 West End Avenue
New York, New York 10024

Tax Block: 1186

Tax Lots: _____ to _____

UNIT	NUMBER OF BEDROOMS/ BATHS	APPROXIMATE		BLOCK 1186 TAX LOT NO.	PERCENTAGE OF		LOCATION IN PORTION OF		COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
		UNIT	TOTAL SQ. FT. BALCONY/ TERRACE		COMMON	INTEREST	BUILDING FACING DIRECTION	SET FORTH BELOW	

To be completed prior to Recording of the Declaration.

EXHIBIT C

DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-Laws and the Condominium Act. They include the following:

“Additional Deposit” shall mean the deposit in an amount as applicable, (i) in the case of a Tenant-Purchaser, equal to 10% of the Purchase Price; or (ii) in the case of a Non-Tenant Purchaser, equal to 10% of the Purchase Price required to be delivered by Purchaser before the earlier to occur of (i) 6 months after the date the Purchase Agreement is executed; or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective.

“Adverse Effect,” or “adverse effect” shall mean any action or proposed change with respect to any Unit Owner(s), that such action or change could, if realized, (i) increase the Common Charges payable over those set forth in the budget in effect at the time in question by 25% or more, (ii) materially and permanently interfere with such Unit Owner’s access to the Unit, (iii) materially and permanently obstruct or degrade the view from the windows and/or Terraces of the Unit (excluding lot line windows) or (iv) otherwise materially diminish the use and enjoyment of the Unit.

“Appurtenant Interest” shall mean, 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 Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or rental of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

“Bona Fide Tenant” shall mean (a) a tenant in occupancy on the Filing Date; (b) a tenant with the right to renew a lease on the Filing Date; (c) a tenant who has the right to continued occupancy on the Filing Date; (d) a tenant of record with an unexpired lease on the Filing Date even though the tenant has sublet the Unit or the Unit is not the tenant’s primary residence; or (e) a sublessee in occupancy on the Filing Date, provided however that (1) the tenant of record from whom such sublessee subleases does not qualify under the foregoing provisions (a)-(d) or (2) if the tenant of record from whom such sublessee subleases does qualify under the foregoing provisions (a)-(d), then such sublessee has obtained written permission to purchase the Unit from such tenant.

“Bona Fide Purchaser” shall mean, for the purpose of declaring the Plan effective, a Bona Fide Tenant Purchaser or Bona Fide Non-Tenant Purchaser.

“Bona Fide Non-Tenant Purchaser” shall mean, for the purpose of declaring the Plan effective, any Purchaser who (i) is not a tenant in occupancy in the Building and (ii) represents that Purchaser or members of Purchaser’s immediate family intend(s) to occupy the Unit when it becomes vacant.

“Bona Fide Tenant Purchaser” shall mean, for the purpose of declaring the Plan effective, any Purchaser who (i) is a tenant in occupancy in the Building and (ii) represents that Purchaser or members of Purchaser’s immediate family intend(s) to occupy the Unit when it becomes vacant.

“Building” shall mean the building located at 393 West End Avenue, New York, New York 10024.

“Buildings Department” shall mean the office of the New York City Department of Buildings or any successor agency.

“By-Laws” shall mean the by-laws governing the operations of the Condominium, substantially in the form set forth as Exhibit D to the Declaration, as the same may be amended from time to time, substantially in the form as set forth in Part II of the Plan.

“Certificate of Occupancy” shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

“Closing” or “Closing of Title” shall mean the date, time, place and procedure by which, among other things, fee title to a Unit and its appurtenant Common Interest is conveyed pursuant to a fully-executed Purchase Agreement.

“Closing Date” shall mean the date on which a Closing occurs.

“Common Charges” shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their Schedule B allocations and as provided in the Declaration or in the By-Laws to meet the Common Expenses.

“Common Elements” shall mean the Property, other than the Units themselves, being comprised of the General Common Elements and the Limited Common Elements.

“Common Expenses” shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

“Common Interest” shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

“Condominium” shall mean 393 West End Avenue Condominium which will be established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-Laws.

“Condominium Act” shall mean the New York Condominium Act, as amended from time to time (New York Real Property Law, Article 9-B).

“Condominium Board” shall mean the board of managers of the Condominium which will manage the affairs of the Condominium.

“Condominium Documents” shall mean the Declaration, the By-Laws, the Residential Rules and Regulations and the Floor Plans.

“Declarant” shall mean CS 393 LLC and its successors and assigns.

“Declaration” shall mean the instrument creating the Condominium, as the same may be amended from time to time, substantially in the form set forth in Part II of the Plan.

“Department of Law” shall mean the Real Estate Finance Bureau of the Department of Law of the State of New York.

“Deposits” shall mean, collectively, all deposits, advances and payments delivered by a Purchaser with or pursuant to an executed Purchase Agreement prior to the Closing of a Unit, including, without limitation, the Initial Deposit and Additional Deposit, but excluding Special Work Funds.

“Development Rights Owner” shall mean Sponsor or any Person which acquires all or any portion of the Excess Development Rights from Sponsor, if any.

“Effective Date” shall mean the date upon which the Plan is declared effective.

“Equal or Better Quality” shall mean comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

“Excess Development Rights” shall mean certain rights, as determined by the Zoning Resolution of the City of New York (“Zoning Resolution”), that are available as of the date of the Declaration or may become available thereafter by any means, and are appurtenant to a zoning lot, whereby (a) contiguous tax lots may be merged into a single zoning lot (“Combined Zoning Lot”) and the Combined Zoning Lot or a portion thereof may be developed by erecting thereon one or more structures with (i) “floor area” (as such term is defined in the Zoning Resolution); (ii) any bulk and density development rights permitted under the Zoning Resolution, (iii) any so-called bonus redevelopment rights hereafter appurtenant to the Property; or (b) excess “floor area” not utilized by the Building as of the date of the Declaration may be utilized on the zoning lot or transferred to other zoning lots as permitted by the Zoning Resolution.

“Exclusive Purchase Period” shall mean the exclusive 90 day period from the Presentation Date of the Plan within which a Bona Fide Tenant shall have the exclusive right to purchase the Unit the Bona Fide Tenant occupies on the Filing Date at the Purchase Price set forth on Schedule A and any subsequent exclusive purchase period which may be granted by Sponsor pursuant to an amendment to the Plan.

“Facilities” shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of one or more of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property. For purposes of illustrating the broad scope of such term and without intention to limit the generality of the foregoing in any respect, the term “Facilities” shall include all systems, equipment, apparatus, convectors, radiators, heaters, converters, heat exchangers, mechanisms, devices, machinery, induction units, fan coil units, motors, pumps, controls, tanks, tank assemblies, installations, condensers, compressors, fans, dampers, blowers, thermostats, thermometers, coils, vents, sensors, shut off valves, other valves, gongs, panels, receptacles, outlets, relays, alarms, sprinkler heads, electric distribution facilities, wiring, wireways, switches, switchboards, circuit breakers, transformers, fittings, siamese connections, hoses, plumbing fixtures, lighting fixtures, other fixtures, bulbs, signs, antennae, telephones, intercom equipment, playground equipment, meters, meter assemblies, scaffolding, piping, lines, ducts, conduits, cables, risers, mains, shafts, pits, flues, locks, hardware, racks, screens, strainers, traps, drainage systems, sewers and/or storm pipes, drywalls, or detention tanks, drains, catch basins, leaders, filters, incinerators, canopies, closets, cabinets, doors, railings, copings, steps, furniture, mirrors, furnishings, appurtenances, urns, baskets, mail chutes, mail boxes, carpeting, tiles, floor coverings, sheetrock, interior walls, draperies, shades, window coverings, wallpaper, wallcoverings, trees, shrubbery, flowers, plants, horticultural tubs and horticultural boxes, sockets, davits and rigs for window cleaning.

“Family Members” shall mean the spouse, domestic partner, their children, stepchildren, grandchildren, siblings, stepsiblings, aunts, uncles, nieces, nephews, parents, stepparents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner’s Unit.

“Filing Date” shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

“First Annual Meeting” shall mean the first annual meeting of the Unit Owners.

“First Closing” shall mean the Closing of Title with respect to the first Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

“First Year of Condominium Operation” shall mean the first 12 months of operation of the Condominium beginning on the date of First Closing, which may be a calendar or fiscal year.

“First Year’s Budget” shall mean the Section of the Plan entitled “Schedule B - First Year’s Budget.” The First Year’s Budget is sometimes referred to as “Schedule B.”

“Floor Plans” shall mean the floor plans of the Units certified by a professional engineer or licensed architect, filed in the Register’s Office simultaneously with the recording of the Declaration, together with any supplemental or amended floor plans thereto.

“Force Majeure” shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, pandemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of Sponsor; however, for purposes of this definition, Sponsor’s lack of funds or inability to obtain financing are expressly excluded from the meaning of “any causes not within the control of Sponsor.”

“GBL” shall mean Section 352-e of the New York State General Business Law.

“General Common Elements” shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of all of the Units or all the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration and the Floor Plans.

“General Common Expenses” shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

“Initial Deposit” shall mean a deposit in an amount equal to 10% of the Purchase Price required to be delivered by Purchaser at the time Purchaser executes a Purchase Agreement in an amount, as applicable, (i) in the case of a Tenant-Purchaser, equal to 10% of the Purchase Price; or (ii) in the case of a Non-Tenant-Purchaser, equal to 10% of the Purchase Price.

“Institutional Lender” shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust or a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher’s or union employee, welfare, pension or retirement fund or system, or (iii) Sponsor.

“Institutional Mortgage” shall mean any Permitted Mortgage where the initial holder is either Sponsor or an Institutional Lender.

“Insurance Trustee” shall mean a bank or trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of \$500,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

“Land” shall mean the land located in the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York as Block 1186, Lot 83 and more particularly described in Exhibit A to the Declaration.

“Law” shall mean any of the following which are applicable at the time in question: laws, ordinances and codes of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation, the Buildings Department, the Landmarks Preservation Commission, 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 having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law.

“Licensee” shall mean a Purchaser who enters into a Storage Locker License.

“Limited Common Elements” shall mean those portions of the Property (other than the Units and the General Common Elements), existing for the use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Floor Plans.

“Majority of Unit Owners” shall mean Unit Owners representing more than fifty percent (50%) in aggregate Common Interests appurtenant to all Units or Unit Owners representing more than fifty percent (50%) in aggregate Common Interests of only those Unit Owners who are present, in person or by proxy, and voting at a duly constituted meeting of Unit Owners at which a quorum is present.

“Managing Agent” shall mean the management company or manager named in the Plan or any successor managing agent at the time in question.

“Mortgage Representative” shall mean not more than 3 representatives designated by the holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or the By-Laws.

“Non-Purchasing Tenant” shall mean a person who has not purchased a Unit under the Plan and who was a tenant entitled to possession at the time the Plan was declared effective or a person to whom a Unit is rented subsequent to the effective date. A person who sublets a Unit from a Purchaser under the Plan is not deemed a Non-Purchasing Tenant.

“Non-Tenant Purchaser” shall mean any Purchaser who is not a tenant in occupancy in the Building.

“Offeree” shall mean (a) a Purchaser who has executed and delivered a Purchase Agreement for a Unit and who is not in default thereunder, (b) a Unit Owner, and (c) any other Person who, pursuant to Law, is an offeree of the Plan.

“Permanent Certificate of Occupancy” or “PCO” shall mean the permanent certificate of occupancy for the Building issued by the Buildings Department.

“Permitted Encumbrances” shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

“Permitted Mortgage” shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-Laws.

“Permitted Mortgagee” shall mean any holder or guarantor of a Permitted Mortgage at the time in question.

“Permitted User” shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, invitee, licensee, contractor, Permitted Mortgagee or any other Person related, affiliated or designated by Sponsor, the Condominium Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner’s Unit and its appurtenant Common Elements; or (ii) the Condominium Board; or (iii) the Condominium Documents; or (iv) Sponsor.

“Person” shall mean any natural person, partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

“Plan” shall mean that certain Condominium Offering Plan relating to the Property, as accepted for filing by the Department of Law pursuant to the GBL and any and all amendments thereto.

“Presentation Date” shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

“Property” shall mean the Land, the Building (and any structures attached thereto), the Units, all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

“Purchase Agreement” shall mean the agreement to purchase a Unit, the form of which is set forth in Part II of the Plan.

“Purchaser” shall mean any Person named as a Purchaser in a Purchase Agreement which has been duly executed by such Person and accepted by Sponsor.

“Register’s Office” shall mean the Office of the Register of the City of New York, County of New York.

“Rent Laws” shall mean, collectively, (i) the Emergency Tenant Protection Act of 1974, (ii) the New York City Rent Stabilization Law of 1969, (iii) the Rent Stabilization Code, (iv) New York City Rent Control Law, (v) any and all amendments to each of the foregoing, and (vi) as policies and procedures promulgated thereunder and any administration and/or judicial determinations and/or interpretations thereof, to the extent that any or all of the same shall apply to the Property.

“Resident Manager’s Unit” shall mean the Unit designated as the Resident Manager’s Unit in the Declaration.

“Residential Rules and Regulations” shall mean the Residential Rules and Regulations of the Condominium promulgated in accordance with the By-Laws, as any of such Rules and Regulations may be amended, added to, or deleted from time to time pursuant to the terms of the By-Laws.

“Sales Office” shall mean the sales office for Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time.

“Schedule A” shall mean the Section of the Plan entitled “Schedule A - Purchase Prices and Related Information.”

“Schedule B” shall mean the Section of the Plan entitled “Schedule B - First Year’s Budget.” Schedule B is sometimes referred to as the “First Year’s Budget.”

“Schedule B-1” shall mean the Section of the Plan entitled “Schedule B-1 for Individual Energy Costs.”

“Selling Agent” shall mean the selling agent named in the Plan or any successor Selling Agent at the time in question.

“Special Assessment” shall mean the charges allocated and assessed by the Condominium Board 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), in accordance with the By-Laws of the Condominium.

“Sponsor” shall mean CS 393 LLC and its successors and assigns as well as any Person(s) designated by Sponsor, in a writing to the Condominium Board or by amendment to the Plan, to retain Sponsor’s rights under the Plan and the Condominium Documents.

“Sponsor Control Period” shall mean the period ending on the earlier to occur of: (i) the Closing of Title with Purchasers under the Plan to Units having at least 51% of the aggregate Common Interest appertaining to all Units, or (ii) 5 years after the First Closing, or (iii) the date on which Sponsor otherwise exercises its right to relinquish voting control of the Condominium Board.

“Sponsor’s Lender” shall mean a Person, together with its successors, assigns and servicers, from whom Sponsor has procured or will have procured, an agreement for financing the acquisition and/or renovation or improvement of the Building or portions thereof.

“Sponsor’s Work” shall mean the work performed by Sponsor at the Property as described in the Plan, as amended, including, without limitation, combining Units and making certain capital repairs, replacements and cosmetic improvements.

“Storage Locker” shall mean any storage locker located in the Storage Locker Area and shall include the structural framework and materials out of which the storage locker is constructed. Each Storage Locker is a General Common Element. Any reference in the Plan to “owning a Storage Locker” means that the Unit Owner has entered into a Storage Locker License for the Storage Locker.

“Storage Locker Area” shall mean the area in the Building containing the Storage Lockers. The Storage Locker Area is a General Common Element.

“TCO” shall mean a temporary certificate of occupancy for the Building issued by the Buildings Department.

“Tenant-Purchaser” shall mean a Bona Fide Tenant who purchases the Unit which such Bona Fide Tenant occupied on the Filing Date of the Plan.

“Terrace” shall mean any terrace, balcony or garden which is appurtenant to a Unit as a Limited Common Element and shall include any pavers, decking and drains, hose bibs, electrical outlets, lighting and light fixtures, enclosures and dividers installed as part of the original construction of the Building. All such terraces, balconies or gardens are, collectively, referred to as the “Terraces.”

“Title Company” shall mean National Land Tenure Company, having an office at 950 Franklin Avenue, 2nd Floor, Garden City, New York 11530 (telephone: (516) 227-0800, facsimile: (516) 227-1160), or any successor Title Company at the time in question.

“Unit” shall mean any of the Units designated as a Unit in the Declaration together with its Common Interest. All such Units are, collectively, referred to as the “Units.”

“Unit Owner” shall mean any Person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are, collectively, referred to as the “Unit Owners.”

“Special Work Funds” shall mean all amounts expended by, or reimbursable to, Sponsor for upgrades or extras requested by Purchaser and agreed to in writing by Sponsor.

“Unsold Storage Locker” shall mean a Storage Locker owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Storage Lockers are, collectively, referred to as the “Unsold Storage Lockers.”

“Unsold Unit” shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained by Sponsor or a principal of Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the “Unsold Units.”

“Unsold Unit Owner” shall mean Sponsor or a principal of Sponsor and (if applicable) a Person designated by Sponsor.

“Zoning Resolution” shall mean the Zoning Resolution of the City of New York, as amended from time to time, or replacement rule, regulation or resolution pertaining to development of a zoning lot.

BY-LAWS OF THE CONDOMINIUM

EXHIBIT D
TO THE DECLARATION

BY-LAWS
OF
393 WEST END AVENUE CONDOMINIUM

Prepared by:

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BY-LAWS**ARTICLE 1****GENERAL**

Section 1.1 *Purpose.* The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which is more particularly described in Exhibit A to the Declaration; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part. The purpose of the Condominium is to carry on the acquisition, construction, management, maintenance and care of the Common Elements and to perform related functions with respect to the other portions of the Property.

Section 1.2 *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 Exhibit C to the Declaration, unless the context in which the same 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 aforescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 *Applicability of By-Laws.* These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4 *Application of By-Laws.* All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Residential Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Residential Rules and Regulations, as each of the same may be amended from time to time, are accepted and ratified and will be complied with.

Section 1.5 *Principal Office of the Condominium.* The principal office of the Condominium shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2**CONDOMINIUM BOARD**

Section 2.1 *General.* As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Condominium Board shall act as, and shall be, the Agent of the Unit Owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2 *Status of the Condominium Board.* Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board 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 Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board 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 Condominium Board shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3 *Principal Office of the Condominium Board.* The principal office of the Condominium Board shall be located either at the Property or at such other place reasonably convenient thereto as may be designated from time to time by the Condominium Board.

Section 2.4 *Powers and Duties of the Condominium Board.*

(A) The Condominium Board shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith, (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel.

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a condominium.

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium, including without limitation: (a) detailed accounts, in chronological order, of receipts and expenditures affecting the Property; (b) detailed books of account of the Condominium Board; (c) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (d) minutes and other records of all meetings held pursuant to the terms of these By-Laws.

(iv) to adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same.

(v) to approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments from the Unit Owners;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor which shall at no time be less than two and that each check drawn on such account shall need at least two signatures.

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements.

(ix) to obtain insurance for the Property pursuant to the terms of Section 5.4 hereof.

(x) to settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such settlement on behalf of: (a) all Unit Owners (except as otherwise provided herein); (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property.

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws.

(xii) to obtain and keep in force fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than \$100,000, for: (a) all Members of the Condominium Board; (b) all officers and employees of the Condominium; and (c) the Managing Agent, and the premiums on all such fidelity bonds shall constitute a part of the Common Expenses.

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners.

(xiv) to purchase, lease, or otherwise acquire Units offered for sale, lease or assignment by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners.

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise and on behalf of all Unit Owners but only with the consent of a Majority of Unit Owners.

(xvi) to sell, lease, license, mortgage and otherwise deal with Units and Storage Lockers acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the interest appurtenant to any such Unit.

(xvii) to adopt and amend the Residential Rules and Regulations and to levy and authorize collection of fines against Unit Owners for violations of the Residential Rules and Regulations and these By-Laws (any such fines and fees shall be deemed to constitute Common Charges payable by Unit Owners of the Unit against which they are levied).

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners.

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and the By-Laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) 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 the By-Laws.

(xx) to organize corporations and other legal entities to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium.

(xxi) to execute, acknowledge and deliver: (a) any and all declarations (including a declaration of single zoning lot) or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building, and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate, and (c) any and all declarations, consents, waivers or other instruments requested by Sponsor or a Development Rights Owner, with respect to Sponsor's or a Development Rights Owner's utilization, sale or transfer of Excess Development Rights.

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modification, additions and deletions theretofore made to the same.

(xxiii) to prepare, execute, acknowledge and institute on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, protests of real property tax assessments and tax certiorari proceedings with respect to all Units and to assess any costs incurred thereby as a Common Expense.

(xxiv) to commence summary eviction proceedings in the name of or on behalf of the Condominium Board and/or a Unit Owner or Unit Owners, as the case may be, against an authorized guest and/or a Tenant of a Unit Owner if such authorized guest and/or tenant does not conform to the Residential Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said Residential Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized guest and/or tenant, including attorneys' fees, costs and disbursements, shall be borne by the Unit Owner.

(xxv) to establish policies and procedures and impose fees in connection with the sale, lease or alteration of a Unit.

(xxvi) to establish policies and procedures with respect to the services and facilities of the Condominium, including, without limitation, the right to impose usage fees and restrictions on hours of access and use.

(xxvii) to acquire, finance the acquisition of, lease, sublease, license and maintain the Resident Manager's Unit and otherwise deal in any way with respect to such Resident Manager's Unit in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, including without limitation the execution, replacement or refinance of the purchase money mortgage(s) and note(s) with respect to the acquisition of such Resident

Manager's Unit from Sponsor including, without limitation, the right to (i) assign to Sponsor and/or the Institutional Lender as additional collateral for the loan, the Condominium's rights in and to receive future income of all types, including the Common Charges; (ii) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds; (iii) agree to increase Common Charges to the extent necessary to pay the amounts due under the loans; and (iv) agree that Common Charges be treated as trust funds to the extent necessary to make required payments to either Sponsor or the Institutional Lender.

(xxviii) to prepare, execute and administer Storage Locker Licenses and assignments thereof and to impose license fees and/or Special Assessments in connection therewith, which shall constitute Additional Common Charges.

(xxvix) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(xxx) to acquire in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners, Storage Locker Licenses terminated or surrendered to the Condominium.

(xxxi) to adjust the First Year's Budget to reduce the Common Charges if some or all of the services or facilities are not available at the First Closing.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Section 2.5 *Certain Limitations on the Powers of the Condominium Board.*

(A) Notwithstanding anything to the contrary contained in these By-Laws, so long as Sponsor shall continue to own at least 25% in number of all Units, but in no event later than 5 years after the First Closing, the Condominium Board may not, without Sponsor's prior written consent:

- (i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law;
- (ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a working capital, reserve, contingency, or surplus fund;
- (iii) increase or decrease the number of, or change the kind of employees from those described in the First Years Budget;
- (iv) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services in excess of those described in the First Year's Budget set forth in the Plan, except as is required to reflect normal annual increases in operating services incurred in the ordinary course of business;
- (v) borrow money on behalf of the Condominium; or
- (vi) exercise a right of first refusal to lease or purchase a Unit.

However, Sponsor may not diminish or eliminate services, facilities or any line items described in the First Year's Budget and Sponsor's written consent shall not be necessary to perform any function or take any action described in clauses (i) through (vi) above, if, and only if, the performance of such function or the carrying out of such action is necessary to: (i) comply with Law; or (ii) remedy any

notice of violation; or (iii) remedy any work order of the Condominium's insurer or (iv) to ensure the health and safety of the occupants of the Building.

(B) [Intentionally Omitted]

Section 2.6 *Exercise and Delegation of Powers and Duties.*

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Condominium Board, subject to both the exceptions and limitations as the Condominium Board may from time to time deem appropriate, during the intervals between the meetings of the Condominium Board. In addition, the Condominium Board may from time to time appoint, by duly adopted resolutions, such other committees as the Condominium Board may deem appropriate to perform such duties and services as the Condominium Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The Executive Committee and each other committee shall consist of 3 Members of the Condominium Board.

(C) The Condominium Board may employ a Managing Agent to serve at a compensation approved by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (xiii), (xiv), (xv), (xvi) and (xvii) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in paragraph (B) of this Section 2.6 shall have, or be entitled to exercise, any of the powers of the Condominium Board, except to the extent permitted by Law.

Section 2.7 *Number, Election and Qualification of Members.* Until the First Annual Meeting held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of 3 individuals, all of whom are to be designated from time to time by Sponsor. From and after the First Annual Meeting and for so long as Sponsor continues to own at least 1 Unsold Unit, the Condominium Board shall consist of 5 individuals, whom shall be elected and/or designated in accordance with the terms of these By-Laws by the Unit Owners (including Sponsor) (collectively, the "Members"). Except for Members designated by Sponsor pursuant to the terms of this Section 2.7 or of Sections 2.10 or 4.9 hereof, all Members of the Condominium Board shall be either: (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, members or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees. After the Sponsor Control Period, a majority of the Members of the Condominium Board must be owner-occupants of the Building who are unrelated to Sponsor or its principals. In addition, no individual may be elected to serve on the Condominium Board, (nor may continue to serve on the Condominium Board) if the Condominium Board has perfected a lien against such Unit and the amount necessary to release such lien has not been paid at the time of such election, or so long as

such lien remains unpaid. In no event may more than one individual of a designated Unit serve on the Condominium Board or as an officer of the Condominium Board at the same time during the term of office.

Section 2.8 Term of Office of Members. The term of office of the 3 Members of the Condominium Board designated by Sponsor prior to the First Annual Meeting shall expire when the 5 individuals to be elected and/or designated at such meeting are so elected and qualified or designated, as the case may be. The term of office of each of the 5 individuals elected and qualified or designated, as the case may be, at the First Annual Meeting pursuant to the terms of Section 4.9 hereof, shall be fixed at 1 year. Notwithstanding anything to the contrary contained in this Section 2.8, however, each Member of the Condominium Board shall serve until a successor shall be elected and qualified or designated, as the case may be.

Section 2.9 *Removal and Resignation of Members.*

(A) Any Member of the Condominium Board who was elected thereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Condominium Board, pursuant to the terms of Section 2.10 hereof, may be removed from office, with or without cause, by a vote of a Majority of Unit Owners. Any Member of the Condominium Board who was designated as such by Sponsor pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor. If any Member of the Condominium Board who was designated by Sponsor is removed, the successor shall also be designated by Sponsor. Any Member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any Member of the Condominium Board may resign such Member's membership at any time by giving written notice thereof to the Condominium Board. In addition, any Member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned such Member's membership effective as of the date upon which such qualification shall cease.

Section 2.10 *Vacancies.*

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a Member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the Members of the Condominium Board elected or designated by the Unit Owners then in office. A special meeting of the Condominium Board shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of Members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Member who was designated as such or elected by Sponsor shall be filled by an individual designated by Sponsor.

(C) Each Member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a Member of the Condominium Board for the remainder of the term of the Member replaced and until a successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11 *Organizational Meeting of the Condominium Board.* The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within 10 days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the Members of the

Condominium Board and designated by the Secretary in a written notice given to all Members thereof by personal delivery, mail, or telegram not later than five business days prior to such date. At such meeting, the officers of the Condominium Board shall be elected.

Section 2.12 *Regular Meetings of the Condominium Board.* Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the Members thereof, provided that at least 4 such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile or e-mail, at least 5 business days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board.* The President may call a special meeting of the Condominium Board whenever the President deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of 3 or more Members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each Member thereof by personal delivery, mail, overnight courier, facsimile, or e-mail at least 3 business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings.* Any Member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Member of the Condominium Board at any meeting thereof shall constitute a waiver by the Member of notice of the time and place thereof. If all of the Members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board.* A quorum of the Condominium Board is required to be present at a Condominium Board meeting in order to make any determination or to transact any business. To constitute a quorum of the Condominium Board, attendance of a majority of all of the Members of the Condominium Board will be required for any business relating to the General Common Elements, the General Common Expenses, or all or a portion of the Units.

In connection therewith, one or more Members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the Members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16 *Conduct of Meetings.* The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board.* Except as otherwise provided in the Declaration or these By-Laws:

(A) The vote of a majority of the Members attending a duly constituted meeting of the Condominium Board at which a quorum is present shall decide all matters on behalf of the Condominium Board relating to the General Common Elements; the General Common Expenses, or all or any portion of both the Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the Members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *Compensation of Members.* No Member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board.* Each Member of the Condominium Board shall perform duties, and shall exercise powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board and either (i) any of its Members or (ii) any corporation, partnership, fiduciary, limited liability company, association, or other entity in which any of the Members of the Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such Member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such Member was counted for such purpose, provided, however, that either: (x) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the Members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the entire Condominium Board, less the number of such Members; or (y) the fact thereof is disclosed to, or known by, a Majority of Unit Owners, and a Majority of Unit Owners shall authorize, approve, or ratify such contract or transaction.

Any such Member of the Condominium Board may be counted in determining the presence of a quorum of any meeting of the Condominium Board that authorizes, approves, or ratifies any such contract or transaction, but no such Member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 *Indemnification.*

2.20-1 Indemnification of Board Members and Officers.

2.20-1.1 To the extent permitted by Law, the Members of the Condominium Board shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as set forth in Section 4.13 hereof. Every contract made by the Condominium Board or by the Managing Agent shall state that it is made by the Condominium Board or the Managing Agent, only as agent for all Unit Owners and that the Members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Any such contract may also provide that it covers the assets, if any, of the Condominium Board. To the extent permitted by Law, the Members of the Condominium Board shall have no liability to Unit Owners except that a Member of the Condominium Board shall be liable for such Member's own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Member of the Condominium Board against any liability or claim except those arising out of such Member's own bad faith or willful misconduct. The Condominium Board may contract or effect any

other transaction with any Member of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.20-1.2 Neither the Condominium Board nor any Member thereof shall be liable for either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, the Condominium Board or to be paid for as a Common Expense except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Condominium Board or any Member thereof; or

(ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or the Common Elements and either: (a) caused by the elements, by any Unit Owner, or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

ARTICLE 3 OFFICERS

Section 3.1 *General.* The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer. The Condominium Board may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 *President.* The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint the members of all committees created by the Condominium Board from amongst the Unit Owners from time to time as the President may decide, in the President's discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 *Vice President.* The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Condominium Board shall appoint some other Member of the Condominium Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon the Vice President from time to time by the Condominium Board or by the President.

Section 3.4 *Secretary.* The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 *Treasurer.* The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be

designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 *Election, Term of Office and Qualification of Officers.* Each of the officers of the Condominium shall be elected annually by a majority vote of all Members of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Vice President, and the Treasurer shall be elected from amongst the Members of the Condominium Board. Such officers need not be Unit Owners and need not have any interest in the Condominium if they are designated by Sponsor. Such officers must be Unit Owners if they are elected by the other Unit Owners. The other officers of the Condominium Board need not be Unit Owners and need not have any interest in the Condominium.

Section 3.7 *Removal and Resignation of Officers.* Any officer of the Condominium Board may be removed from office, with or without cause, by an affirmative vote of a majority of the Members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President, Vice President, or the Treasurer of the Condominium shall cease to be or shall be suspended as a Member of the Condominium Board during their term of office, such officer shall be deemed to have resigned office effective upon the date upon which the membership shall cease.

Section 3.8 *Vacancies.* Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.9 *Compensation of Officers.* No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 *Indemnification of Officers.* Each officer shall be indemnified as set forth in Paragraph 2.20.

ARTICLE 4

UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners.* The First Annual Meeting shall be held approximately 30 days after the earlier to occur of (i) the 5th anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan of Units representing at least 51% in Common Interest of all Units offered for sale. At such meeting, a 5 Member Condominium Board shall be elected and/or designated, as provided in this Article 4 and in Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary date of the First Annual Meeting. At each such subsequent meeting, the Unit Owners (including Sponsor) shall elect successors to the Members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

Section 4.2 *Special Meetings of the Unit Owners.* The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than 40% of the Common Interests of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 *Place of Meetings.* Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in the Borough in which the Property is located as may be designated by the Condominium Board.

Section 4.4 *Notice of Meetings.*

(A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail, or telegram addressed to the Unit Owner's address at the Property, not less than 10 nor more than 40 days prior to the day fixed for the meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than 10 days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 *Quorum of the Unit Owners.* Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 40% or more of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 *Conduct of Meetings.* The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 *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 the minutes of the preceding meeting (unless waived);
- (D) Reports of officers of the Condominium;
- (E) Reports of Members of the Condominium Board;
- (F) Reports of committees;
- (G) Election of inspectors of election (when so required);
- (H) Election of Members of the Condominium Board (when so required);

- (I) Unfinished business; and
- (J) New business.

The order of business at meetings of Unit Owners can be adjusted in the sole discretion of the Condominium Board.

Section 4.8 *Voting.*

(A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Unit) shall be entitled to cast 1 vote at all meetings of the Unit Owners for each percentage of Common Interest attributable to such Unit Owner's Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting Member with respect to a Unit owned in a fiduciary capacity. In addition, if 2 or more Persons own a Unit, they shall designate 1 Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under 1 ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner of any Unit may designate any Person to act as a proxy on such Unit Owner's behalf. The designation of any such proxy shall be made in a written notice both signed and dated by the designator and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the secretary of such meeting, except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of 6 months after the date thereof.

Section 4.9 *Election of Members to the Condominium Board.*

(A) When voting for Members of the Condominium Board, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Unit(s) per Member to be elected. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of a Unit in favor of any 1 or more Members to be elected. In addition, the terms of paragraphs (B), (C) and (D) of Section 4.8 hereof shall apply to all elections of Members of the Condominium Board.

(B) All elections of Members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Unit(s) owned by the voting Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of Members to be elected). Any ballot that is not cast in conformity with this paragraph (B) shall not be counted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election for a period of 2 years.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of Members of the Condominium Board shall be determined by plurality vote of Unit Owners present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Units as it sees fit. However, at elections of Members to the Condominium Board held during the Sponsor Control Period, Sponsor shall have the right to designate a majority of the Members to the Condominium Board. Sponsor reserves the right to relinquish voting control of the Condominium Board prior to the expiration of the Sponsor Control Period.

After the Sponsor Control Period, Sponsor, as owner of Unsold Units, shall continue to have the right to vote all of the Common Interests attributable to Units owned by Sponsor and shall designate no more than 2 Members, for so long as the Common Interests attributable to the Unsold Units equal, in the aggregate, less than 50% but more than 15% of the Common Interests attributable to all Units; and thereafter, 1 Member, for so long as Sponsor owns at least one Unsold Unit. There is no restriction on the right of Sponsor to vote for Members of the Condominium Board who are not related to or affiliated with Sponsor.

(E) Within 30 days after the Sponsor Control Period, 1 of the 3 Members of the Condominium Board who were designated by Sponsor shall resign and their replacement(s) shall be filled by a vote of the Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Unit) at a special meeting called for such purpose.

Section 4.10 *[Intentionally Omitted]*

Section 4.11 *Action Without a Meeting.* Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if the number of Unit Owners sufficient (both in absolute number and aggregate Common Interests whenever applicable) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.11 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.12 *Title to Units.* Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate. The sale of a Unit to a corporation, partnership, limited partnership, trust, limited liability company or any other entity (including any entity or person entitled to diplomatic or sovereign immunity) shall require the delivery to the Condominium Board or its managing agent at Closing (i) any and all documents as are reasonably requested by the Condominium Board, including without limitation, a personal guaranty, a subjection to jurisdiction, occupancy agreement and escrow agreement; and (ii) an amount equal to the current Common Charges for such Unit for a period of 2 years, to be held in escrow by the Condominium Board, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions contained in these By-Laws. The

foregoing provisions shall not be applicable to initial sales of Units pursuant to the Plan unless required by Sponsor, in its sole discretion.

Section 4.13 *Contractual Liability of Unit Owners.* Every contract made by the Condominium Board, by any officer of the Condominium, or by any superintendent or Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the Members of the Condominium Board and the officers of the Condominium pursuant to the terms of Sections 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners in the case of a contract relating to the General Common Elements, (ii) such Unit Owner's interest in the Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

Section 5.1 *Maintenance and Repairs.*

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof, including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, mechanical systems located in the Unit (including HVAC filters and parts), window panes, fireplace, firebox, dampers, mantel and flue, all entrance doors and Terrace doors and their frames and saddles, exposed plumbing, gas and heating fixtures and equipment, heating and cooling systems, air conditioning units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to paragraph (B) of Section 5.8 hereof, but excluding any other Common Elements contained therein, shall be performed by such Unit Owner at its sole cost and expense (except for any skylights, located in a Unit which shall be performed by the Condominium Board at the sole cost and expense of such Unit Owner);

(ii) in or to the General Common Elements (other than any General Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense;

(iii) [Intentionally Omitted]

(iv) in or to the Limited Common Elements shall be performed (a) by the Condominium Board as a Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Unit Owner having direct and exclusive access thereto), or (b) by the Unit Owner having direct and exclusive access thereto at such Unit Owner's sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs or replacements, (including without limitation, the removal of snow, ice and accumulation of water on any Terrace).

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium

Board 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 not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium as a Common Expense attributable to all Unit Owners if relating to the General Common Elements, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace the Unit or any portion thereof as required herein.

(C) 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 roof, Terrace, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, 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. The Condominium Board shall be responsible for the maintenance and repair of all sidewalks surrounding the Building (including, cleaning and snow and ice removal) as if the sidewalks were General Common Elements.

The interior and exterior glass surfaces of all windows located in Units shall not be colored or painted. The glass surfaces of all windows located in any Unit are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense with the exception that the cleaning of the exterior portion of the glass surfaces shall be performed by a professional window washing company. Any replacement of any glass window located in a Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of such Unit Owner, including without limitation the expense of an exterior hoist if the replacement window does not fit into the service elevator (unless such breakage is caused by the Condominium Board or any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such other Unit Owner, as the case may be). Prior to the replacement of any glass window, the Unit Owner must obtain the prior approval of the Condominium Board with respect to the type of replacement windows installed.

The public areas of the Building as well as the private areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, as determined by the Condominium Board in its sole discretion, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. To promote a consistent appearance of the Building from the outside, no Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Unit, in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board. Additionally, the type, size, weight and quantity of plantings and other installations to be placed on Terraces shall be subject to the prior approval of the Condominium Board and shall be in compliance with Law.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Section 5.1 (or of any

Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws), the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within 5 days after receiving notice of such default by the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units.*

(A) Subject to the terms of paragraph (B) of this Section 5.2, no Unit Owner may make any structural alteration, addition, improvement or repair, in or to the Unit or its appurtenant Limited Common Elements without the prior approval of the Condominium Board. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to: (i) procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe; and (ii) execute an alteration agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair, may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done. The Condominium Board shall have the right to approve Unit Owner's contractors and materialmen. In connection with such alterations, additions, improvements and/or repairs, each Unit Owner shall employ only such laborers and other workers as shall not conflict with any other worker employed in the Building or otherwise cause disharmony with any Building service union. Unit Owners shall not be permitted to engage any Building staff or any contractors or sub-contractors engaged by either the Condominium Board or Sponsor in connection with a Unit Owner's alterations, additions, improvements or repairs to such Unit. The Condominium may impose charges upon the Unit Owner (other than Sponsor) to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Unit Owner's request for approval and in monitoring the work performed until completion and a fee payable to the Managing Agent for processing the alteration application.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor shall have the right, pursuant to the terms of Article 12 of the Declaration, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any, and without amendment to the Plan and without payment of any fee to the Managing Agent, to (i) make alterations, additions, improvements, or repairs in or to the Unsold Units and their appurtenant Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, including without limitation any alterations with respect to the type, number, or layout of rooms in each Unsold Unit, and (ii) without amendment to the Plan, subdivide and/or combine any Unsold Unit and/or change any Unsold Units in size by relocating a boundary wall between Unsold Units and/or otherwise change the size and/or number of Unsold Units.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit provided that, with respect to all such work of a structural nature to a Unit or its appurtenant Limited Common Elements (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Limited Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialperson, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. Any Unit Owner making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to the Unit and appurtenant Limited Common Elements, if any, shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the Members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(E) In addition to the requirements set forth above in this Section 5.2, until a Permanent Certificate of Occupancy for the Building has been issued, no Unit Owner shall make any alterations in or to the Unit or its appurtenant Common Elements without first notifying Sponsor in writing and complying with Sponsor's requirements with respect to the alterations. Such requirements may include, but need not be limited to, the requirements that:

(i) such work not include any change that would result in a delay in obtaining a TCO or PCO for the Building, or any amendment to, or extension of, the TCO or PCO if theretofore issued;

(ii) the Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in any amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with all governmental authorities having jurisdiction with respect to such work and the completion of the work;

(iii) such work not be commenced until the Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(iv) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(v) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(vi) promptly after the completion of such work, all necessary inspections and approvals of the work shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(vii) the Unit Owner shall indemnify and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of Law or due to any delay in obtaining a TCO or PCO for the Building or any amendment to, or extension of, the TCO or PCO if theretofore issued, as a result of such work or the failure to make all appropriate governmental filings in connection with same; and

(viii) all contractors shall be duly licensed to the extent required by applicable Law and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Condominium Board), such work shall be performed solely by union members.

If any Unit Owner commences any such alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in connection with the alterations, Sponsor shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until the Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to perform any and all work in and to the Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid any delay in obtaining a TCO or PCO for the Building or any amendment to, or extension of, the TCO or PCO, whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Sponsor shall be borne by such Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

Section 5.3 *Alterations, Additions, or Improvements to the Common Elements.* Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense attributable to all Unit Owners. Notwithstanding the foregoing, however, whenever the cost and expense of such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed \$500,000 at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by the Unit Owners (including Sponsor if Sponsor then owns any Unsold Unit) owning 66 2/3% of the aggregate Common Interests at a duly constituted meeting of the Unit Owners and by the Mortgage Representatives, if any. Except as otherwise provided in the Declaration and in these By-Laws, all such alterations, additions, or improvements costing \$500,000 or less, in any fiscal year may be made as aforesaid without the approval of either the Unit Owners or any Mortgage Representatives. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor is first obtained, provided, however, that Sponsor's written consent is not necessary if such additions, alterations, or improvements to the Common Elements is required to (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer. In no event will the limitations imposed in the preceding sentence continue beyond the earlier to occur of (i) 5 years from the First Closing or (ii) until such time as Sponsor no longer owns 25% in number of all Units.

Section 5.4 *Insurance.*

(A) If the same shall be obtainable, the Condominium Board, at or prior to the First Closing, shall obtain, and shall maintain in full force and effect, special multi-peril insurance policies including fire with extended "all risk" coverage, replacement cost coverage and agreed valuation, vandalism and malicious mischief endorsements, insuring the entire Building excluding the Units and any appliances, fixtures, improvements or any furniture, furnishings, decorations, belongings, or other personal property contained therein) together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their respective interest may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings). Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof.

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either canceled, substantially modified, or non-renewed except upon at least 30 days prior written notice to the Condominium Board and all insureds who may have requested such notice, including Permitted Mortgagees.

(v) a provision that, until the expiration of ten (10) days after the insurer gives notice in writing to any Permitted Mortgagee, the Permitted Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the mortgagor-Unit Owner, the other Unit Owners, the Condominium Directors, or any of their Permitted Users, nor be canceled for nonpayment of premiums.

Duplicate originals or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be on file at the office of the Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

(B) The Condominium Board, at or prior to the First Closing, shall also obtain and maintain:

(i) commercial general liability insurance, in amounts not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each Member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within the own Unit or its Limited Common Elements or Storage Locker, if any);

(i) worker's compensation and New York State disability benefits insurance;

(ii) boiler and machinery insurance;

(iii) officers and directors liability insurance; and

(iv) fidelity insurance and bonds covering all officers, directors and employees of the Condominium and Managing Agent.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

The Condominium Board shall also have the right to obtain and maintain, to the extent it deems practicable:

- (a) rent insurance;
- (b) water damage insurance;
- (c) plate glass insurance;
- (d) elevator liability and collision insurance;
- (e) commercial umbrella insurance; and
- (f) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than 80% of the full replacement cost of the Building, exclusive of footings and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than \$1,000,000 in the aggregate; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for one year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property. Notwithstanding the foregoing, unless all members of the Condominium Board agree, the amount of the deductible shall not be greater than \$100,000, as adjusted annually pursuant to standard and customary inflation indexes utilized by insurance companies that satisfy the requirements set forth in Section 5.4(A) of this Declaration, per casualty loss covered under any insurance required to be maintained by the Condominium.

The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-Laws, shall be borne by the Unit Owners as a Common Expense.

(E) For so long as Sponsor owns at least 1 Unsold Unit, unless Sponsor's prior written consent is obtained, the Condominium Board must maintain, at a minimum, the types and coverage amounts of insurance set forth in the First Year's Budget.

(F) Each Unit Owner shall be obligated to obtain and maintain at all times insurance covering those portions of the Unit and such Unit Owner's personal property (as well as any Limited Elements appurtenant to the Unit and/or any Storage Locker for which the Unit Owner is the Licensee) to the extent not insured by policies maintained by the Condominium and a general liability policy covering damage or injury or death in an amount of not less than \$1,000,000 for a single occurrence, and not less than \$2,000,000 in the aggregate, or such higher amounts as the Association may reasonably request from time to time, for occurrences commonly insured against arising out of or in connection with the use, ownership or maintenance of the Unit and such other portions of the Common Elements which the Unit Owner has the right to use and/or the obligation to maintain. Notwithstanding anything to the contrary set forth in this Declaration, the Condominium Board shall not be deemed to make any warranty or representation that a Unit Owner's insurance coverage is sufficient and nothing herein shall excuse a Unit Owner's obligation to pay Special Assessments in the event a Unit Owner's insurance coverage is insufficient. Upon request by the Condominium Board, the Unit Owner shall furnish a copy of such insurance policy or policies to the Condominium. The policies required hereunder shall be in effect at all times. Notwithstanding anything herein to the contrary, each Unit Owner shall indemnify, defend, protect and hold harmless the Condominium and Sponsor from and against any and all claims, liabilities, losses, costs or expenses (including reasonable attorneys' fees actually incurred), arising from or caused in whole or in part, directly or indirectly, by such Unit Owner's failure or refusal to obtain and maintain insurance coverage of such types and in such amounts as is required in this Declaration. The policies for all insurance coverage required under this subsection 5.4(F) shall meet the requirements of the Condominium Board, which shall include without limitation the following: (i) all certificates of insurance shall name the Condominium Board, the Condominium and Sponsor as additional insureds on primary and non-contributory basis including products and completed operations; (ii) the policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days' prior notice (or at least ten (10) days' prior notice in the case of nonpayment of premium) in writing to the insured and to the additional insured and their respective Permitted Mortgagees; (iii) all such policies shall contain waivers of subrogation, provide for severability of interests, and provide that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner; and (iv) all policies periods must be active. For so long as Sponsor owns at least 1 Unsold Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent. If requested by the Condominium Board, each Unit Owner shall provide a certificate of insurance to the Secretary of the Condominium. The Condominium Board may require that each Unit Owner provide evidence that the Unit Owner has sufficient insurance coverage with respect to its Unit in compliance with this Section 5.4 and the Condominium Board may require such Owner to obtain additional insurance coverage if the Condominium Board determines that such Unit Owner's existing insurance coverage does not meet the requirements of this Section 5.4. Notwithstanding the foregoing, the Condominium Board shall not be deemed to make any warranty or representation that an Owner's insurance coverage is sufficient

(G) In the event of an insured loss, any required deductible shall be considered a Common Expense to be paid by the party responsible for such loss in the absence of insurance. If the loss affects more than one Unit or a Unit and a Common Element, the cost of the deductible may be apportioned equitably by the Condominium Board among the parties suffering loss in proportion to each affected Unit Owner's portion of the total cost of repair. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Unit Owner shall be responsible for paying the deductible pertaining to their Unit, if any. If any Unit Owner or Unit Owners fail to pay the deductible when required under this Section 5.4, then the Condominium may pay the deductible and assess the cost to the Unit Owner or Unit Owners as a Special Assessment; provided, however, where the

deductible is for insurance required under the Act, no Unit Owner shall be assessed more than \$5,000, or such higher amount as authorized by the Act, for the costs of the deductible for any one (1) occurrence.

(H) All policies of insurance required by this Section 5.4 shall be written with an insurance company licensed or authorized to do business in the State of New York with a Best's Financial Strength Rating of at least A- and Best's Financial Size Category of at least VIII (or other comparable ratings in the event A.M. Best Company, or its successor, ceases to provide such ratings). The company shall agree to provide insurance certificates to each Unit Owner and each Permitted Mortgagee upon request.

Section 5.5 *Casualty or Condemnation.*

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Limited Common Elements, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be \$1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed \$1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for the benefit of all Unit Owners (with respect to the portion thereof allocated to a Casualty Loss to or Taking of the General Common Elements and/or Limited Common Elements or the Units), and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that the Unit Owner may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of: (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances, fixtures, improvements made therein by a Unit Owner, or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss, or (ii) in the event of a Taking, the portion(s) of the Common Elements or the Units affected by such Taking. If, pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclose Units and other Common Elements, or any combination of the foregoing, the Work shall be performed to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. Each Unit Owner whose Unit, its appurtenant Limited Common Elements, if any, or any portion thereof, shall be the subject of all or part of any Work shall have the right subject to the terms of Section 5.2 hereof, to supervise any redecorating of the Unit or of such Limited Common Element, if any.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, for Work to the General Common Elements and against all Unit Owners, and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excess shall be paid to all Unit Owners in proportion to their

respective Common Interests, with respect to Work to the Common Elements, except that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remaining unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, with respect to Work to the Common Elements, free of any claim of any lienor (including without limitation, any Permitted Mortgagee).

(D) If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor if Sponsor shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and 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 the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the General Common Elements and to all Unit Owners in proportion to their respective Common Interest, to the extent allocated to destroyed or damaged portions of the Units or the Limited Common Elements, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit in the order of priority of such liens. Notwithstanding anything to the contrary set forth herein, any action to terminate the legal status of the Condominium after substantial destruction or a Taking shall require the written consent (which consent shall not be unreasonably withheld, conditioned, or delayed) of the Permitted Mortgagees representing at least fifty-one (51%) percent of the Common Interests of all Units which are subject to Permitted Mortgages or by a majority of the Mortgage Representatives, if any. The Condominium Board shall not be required to take any action to obtain the consent of the Permitted Mortgagees or Mortgage Representatives as set forth in this Section 5.5(D) other than the requirements set forth in Section 8.7 of these By-Laws. The provisions of this Section 5.5(D) may not be amended, modified or deleted without the prior written consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Unit.

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted and in the Declaration or (ii) 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 Condominium Board with respect to such Unit.

(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, 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, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements, if any, prior to such

Taking. The Condominium Board 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 remaining Units shall be adjusted accordingly and reflected in a duly filed amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of all of the other or remaining Units together with the holders of the Permitted Mortgages.

(G) As used in this Section 5.5, the terms:

(i) "Prompt repair or restoration" shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work;. In the event there are insufficient Trust Funds to discharge the estimated cost and expense of the Work, the Condominium Board shall levy a Special Assessment for the amount of such deficiency in accordance with paragraph (C) of this Section 5.5; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Condominium Board notifies the Unit Owners that it has received the Trust Funds and that the same are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6 *Use of the Property.*

(A) No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the sole cost and expense of the respective Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior approval of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(C) 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 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.

Section 5.7 *Use of the Units.*

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(B) Subject to the terms of paragraphs (C) and (D) of this Section 5.7, each Unit shall be used for residential purposes only, including permitted "home occupation" as defined in the Zoning Resolution (unless otherwise set forth herein), and not more than one family may occupy a Unit at any one time. A Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other entity (including, but not limited to, any federal or state agency, any foreign government and any embassy, consulate or other official representative thereof) may only be occupied (unless the Condominium Board otherwise consents in writing) by such individual, or by an individual officer, director, stockholder or employee of such corporation, or by an individual partner or employee of such partnership, or a member or employee of such limited liability company, or by such individual fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by an individual beneficiary of said fiduciary, or by an individual principal or employee of such other entity, respectively, or by Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any such Unit by such Family Members). Notwithstanding the foregoing, Sponsor (with respect to the Unsold Units) or the Condominium (with respect to sold Units) may, in their sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased.

(C) The Condominium Board may, in its sole discretion, consent to the use of a Unit as a professional or business office or for any purpose other than that set forth in paragraph (B) hereof, provided that the nature and manner of such use is permitted by, and complies with Law and does not violate the TCO or PCO covering the Building. Any such consent shall be in writing and shall be personal to such Unit Owner. Any lessee of, or successor in title to, such Unit Owner shall be required to obtain the prior approval consent of the Condominium Board before using such Unit for any purpose other than that set forth in paragraph (B) hereof.

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Condominium Board or the Unit Owners:

(i) grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, provided that the nature and manner of such use complies with Law and the user thereof complies with all applicable governmental regulations; and

(ii) use any one or more Unsold Units as model Units and offices for the sales promotion, rental, management and operation of the Unsold Units or for any other purpose, subject only to compliance with Law.

Section 5.8 *Use of the Common Elements.*

(A) Subject to the terms of paragraphs (B) and (C) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators, or any other part of the Common Elements (except for those areas designated as Storage Locker Areas) without the prior approval of the Condominium Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them. Accordingly, all Unit Owners shall

require their tradesperson to utilize exclusively the elevator and entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) The owner or owners of any 2 or more Units, which Units are the only Units serviced or benefited by any General Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway that is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Condominium Board (which consent shall not be unreasonably withheld, conditioned, or delayed), have the right to use such General Common Elements exclusively, as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such event, however, such owner or owners shall, at such owner's or their sole cost and expense, both (i) operate, maintain and repair such General Common Element for so long as such owner or owners exercise such exclusive right of use and (ii) restore such General Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use.

(C) The terms of paragraph (A) of this Section 5.8 shall not apply to Sponsor for so long as there are any Unsold Units. Sponsor shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor on or about any portion of the Property chosen by Sponsor; (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 (such as lobbies, corridors and the like), to improve, alter, sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to exercise Sponsor's rights and comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

(D) Sponsor, for so long as Sponsor continues to own any Unsold Unit, and the Condominium Board shall have the right, and the lease, sublease, license, sell or otherwise convey to a Unit Owner any portion of the Common Elements which either Sponsor or the Condominium Board determines is no longer needed for the furnishing of the services and facilities (including reasonable access) for which such Common Elements are reasonably intended. Any revenue received for the sale, leasing, subleasing, licensing or other conveyance of such Common Elements shall be retained solely by Sponsor or the Condominium Board, as applicable.

Section 5.9 *Use of the Storage Lockers.*

(A) A Storage Locker may be used only for the storage of personal effects of a Unit Owner, and in no event shall any food or other perishable item, or any flammable or explosive item, or any item which would impose a health or safety threat or cause noxious odors, dirt or other sanitary problems or create a nuisance, be stored therein.

(B) The Condominium Board has the authority to promulgate additional rules regarding the use of, insurance coverage for, and access to the Storage Lockers and Storage Locker Areas and the procedures for assigning such Storage Lockers including restrictions on the hours of access and use. A Unit Owner may transfer or surrender a Storage Locker License to the Condominium Board which shall be authorized to reissue such Storage Locker License to another Unit Owner for such consideration as the Condominium Board shall deem appropriate.

(C) Sponsor may, without the consent of either the Condominium or the Unit Owners, use any Unsold Storage Locker for any purpose, permitted by Law or to change the permitted use of an Unsold Storage Locker, subject to the provisions of the By-Laws. Except for Sponsor and the Condominium Board, a Storage Locker may not be licensed independently of a Unit.

(D) There will not be an emergency generator in the Building. The Condominium Board, its agents and employees, and Sponsor shall not be liable for any loss or damage in the Storage Locker Area or any other portion of the Building as a result of any power outages, temperature fluctuations, or other causes relating to the absence of an emergency generator.

Section 5.10 *Rights of Access.*

(A) Each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the Resident Manager or to any other Person authorized by any of the foregoing a right of access (including the right of forced entry if required in the discretion of the party seeking such entry) to the Unit and its appurtenant Limited Common Elements, if any, and any Storage Locker and Storage Locker Area for the purposes of:

- (i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;
- (ii) curing defaults hereunder or under the Declaration or violations of the Residential Rules and Regulations committed by such Unit Owner or correcting any conditions originating in the Unit and threatening another Unit or all or a portion of the Common Elements;
- (iii) performing maintenance, installations, alterations, repairs, or replacements to the structural elements, mechanical or electrical services, or other portions of the Common Elements located within the Unit, Storage Locker or elsewhere in the Building;
- (iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to the Unit, or to any other Unit; or
- (v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacement immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than 1 day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to the Unit and its appurtenant Limited Common Elements, if any, and the Condominium Board shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of exercising Sponsor's rights and fulfilling Sponsor's obligations as set forth in the Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Common Elements, if any, in such a manner as will unreasonably interfere with the use of such Unit and its appurtenant Limited Common Elements, if any, for their permitted purposes.

(C) Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Storage Lockers) for the purpose of exercising Sponsor's rights and fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Units and the Common Elements. Sponsor will use commercially

reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personal property or fixtures contained therein.

Section 5.11 *Modification of the Residential Rules and Regulations.* The Condominium Board shall have the right to amend, modify, add to, or delete any of the Residential Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 2/3% of all Unit Owners, in number and Common Interest. Copies of the text of any amendments, modifications, additions, or deletions to the Residential Rules and Regulations shall be furnished to all Unit Owners not less than 30 days prior to the effective date thereof. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Residential Rules and Regulations if the same would materially and adversely affect Sponsor, without the prior written consent of Sponsor.

Section 5.12 *Real Estate Taxes.* Unless and until real estate taxes are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes as a Common Expense. In the event of a proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit, or to such purchaser's title company, a letter agreeing to promptly pay all such real estate taxes affecting such Owner's Unit to the date of the Closing of Title to such Unit.

Section 5.13 *Fuel.* Unless and until fuel is billed directly to Unit Owners by the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of fuel (for heating and cooling) serving or benefiting any Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Units and/or General Common Elements and/or the Limited Common Elements. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made the cost of which shall be borne by the Unit Owners as a General Common Expense.

Section 5.14 *Water Charges and Sewer Rents.* Unless and until water is separately metered in a Unit and water charges and sewer rents are billed directly to a Unit Owner by the City Collector, in accordance with and subject to the provisions of the Plan, the cost and expense of water serving or benefiting a Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Units, and/or General Common Elements, and/or Limited Common Elements. In addition, the cost of submetering shall be a Common Expense.

Section 5.15 *Electricity.*

(A) Electricity for each Unit shall be either individually direct metered or submetered for each Unit (or portion thereof).

(B) If individually direct metered, each Unit Owner shall be required to pay the billing utility directly for electricity consumed in such Unit Owner's Unit (or portion thereof) and in the Limited Common Elements to which such Unit has exclusive access.

(C) If the Units are submetered, each Unit Owner shall be required to pay bills for electricity consumed in such Unit Owner's Unit either to the Condominium Board or to the utility company or to the servicing company engaged by the Condominium Board to perform such services all at the direction of the Condominium Board. The Common Expenses shall include fees for administering and servicing the submeters. In the event that a Unit Owner fails to pay for its submetered electricity, the Condominium Board shall be responsible to pay such expense on the Unit Owner's behalf and such electricity charges shall be deemed Common Charges allocable to the defaulting Unit Owner and the Condominium Board shall have a lien for non-payment of the expense as provided in Article 6.5 of these By-Laws.

(D) If electricity for the Common Elements is supplied through one or more separate meters therefor, then the cost thereof will be paid by the Condominium Board and will be borne by the Unit Owners as Common Charges.

(E) In addition, the cost of submetering shall be a Common Expense.

(F) Any disputes with respect to submetering rates and billing must be submitted to Arbitration pursuant to Article 10 of these By-Laws."

Section 5.16 *Record and Audits.*

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgagees having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a General Common Expense. The fiscal year of the Condominium shall be a calendar year.

ARTICLE 6 COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges.*

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges amongst the Unit Owners in accordance with allocations set forth in the First Year's Budget. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than 10 days prior to the date upon which the first installment of newly-determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees whenever requested in writing by such Permitted Mortgagees. The Condominium Board may, subject to paragraph (E) of this Section 6.1, at its sole discretion, from time to time increase or decrease the

amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Sponsor Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or anticipated in the First Year's Budget) for the Property on the date of recording the Declaration except with Sponsor's prior written consent, or eliminate or reduce the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the Members of the Condominium Board elected by Unit Owners other than Sponsor. All Unit Owners will be given a copy of the proposed annual budget of the Condominium at least 10 days prior to the date set for adoption thereof by the Condominium Board.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments relative to the Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interests. Special Assessments relating to the Storage Lockers, which shall be levied solely against all Unit Owners owning such Storage Lockers. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however, that the Condominium Board shall give each Unit Owner not less than 15 days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.5 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any, Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners and shall be collected on behalf of the Unit Owners by the Condominium Board and applied against the Common Expenses attributable to the Common Elements for the fiscal year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Condominium Board against the Common Expenses for the next succeeding year(s) of operation. No Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests and any such distributions must be made out of the Common Charges collected from Unit Owners.

(E) [Intentionally Omitted]

Section 6.2 *Payment of Common Charges.*

(A) All Unit Owners (including Sponsor with respect to Unsold Units for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) Notwithstanding anything to the contrary contained in paragraph (A) above, during the Sponsor Control Period, the Condominium Board, in its sole discretion, shall have the right to waive all Unit Owners' obligations to pay Common Charges from the First Closing for a period to be determined by the Condominium Board, provided during such period, the basic operating costs of the Condominium (exclusive of reserves) are paid by Sponsor. Upon commencement of the collection of Common Charges from all Unit Owners, no assessment will be imposed for any item set forth in the approved budget for the Condominium. The Condominium Board shall remain obligated to update the budget in accordance with Law.

(C) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against the Unit subsequent to a sale, transfer, or other conveyance by Unit Owner of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to such purchaser's acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted Mortgage shall not be liable, and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure or sale. Any excess proceeds from such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid Common Charges and Special Assessments. In the case of a Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time the same is levied.

(D) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless the aggregate Common Interests then appertaining to the Unsold Units constitute 15% or less of the total Common Interests then appertaining to all Units, at least five years shall have elapsed from the date of the First Closing and, at the time of conveyance, Sponsor shall pay to the Condominium Board an amount

equal to the product of the then current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 24.

(E) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning the Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with Law.

Section 6.3 *Statement of Common Charges.* The Condominium Board shall promptly provide a written statement of unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner.

Section 6.4 *Common Charge Deposit for Foreign Owners.* Any Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity) shall deposit with the Condominium Board an amount equal to two (2) times the then current annual Common Charges for such Unit, subject to increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit owner of the terms, provisions and conditions of these By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of these By-Laws, the Condominium Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Unit Owner is in default. If the Condominium Board applies or retains any part of said security, the Unit Owner in question, within ten (10) days after notice from the Condominium Board, shall deposit with the Condominium Board the amount so applied or retained so that such Condominium Board has the full amount of said security on hand at all times.

Section 6.5 *Default in Payment of Common Charges.*

(A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remain unpaid for more than 10 days after the due date for the payment thereof, including, but not limited to the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including attorneys' fees, costs and disbursements) as a result of its attempt to collect unpaid Common Charges and/or Special Assessments shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, attorneys' fees and disbursements and court costs; (ii) a late charge of \$150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, plus all expenses of collection including but not limited to attorneys' fees, costs and disbursements, in such amount as may be determined by the Condominium Board from time to time, to be computed from the due date thereof until paid in full. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of the Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

(D) If the Unit Owner shall at any time lease the Unit and shall default in the payment of any Common Charges or additional Common Charges, the Condominium Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of the obligations of the Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including attorneys' fees, costs and disbursements) in connection therewith, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

ARTICLE 7

SELLING AND LEASING OF UNITS AND ASSIGNMENT OF STORAGE LOCKER LICENSES

Section 7.1 *General.* Subject to the terms of Section 7.5 hereof, each Unit Owner may (i) sell the Unit and (ii) lease the Unit for periods of not less nor more than 1 year, provided however, no Unit Owner may sell or lease the Unit except in compliance with the applicable provisions of this Article 7 and the policies and procedures established by the Condominium Board. Any purported sale or rental consummated in default in the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or renting Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an

unauthorized lease) in the name of such Unit Owner. Such Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, attorneys' fees and disbursements and court costs. Notwithstanding the foregoing, a Unit Owner who acquired title to the Unit from Sponsor is prohibited for a period of twelve (12) months from the Closing of the Sponsor sale ("Sponsor Sale") from taking any of the following actions without Sponsor's prior written consent, which consent may be withheld, conditioned, or delayed, in Sponsor's sole and absolute discretion: (i) listing such Unit for sale with any broker, (ii) placing or authorizing any listing in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Unit for sale. Unless it would constitute a prohibited discriminatory inducement, the prohibitions set forth in (i) through (iii) above may be waived by Sponsor upon the Unit Owner's prior written request, which waiver and any conditions thereto may be granted, withheld or delayed, in Sponsor's sole and absolute discretion.

Section 7.2 *Right of First Refusal.*

(A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Unit together with its Appurtenant Interests and any lease of a Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell the Unit, together with its Appurtenant Interests, or to lease the Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than 30 days (in the event of a proposed sale) and 30 days (in the event of a proposed lease) after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Unit together with its 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 Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 7.2 to purchase or lease any Unit without the prior approval of a Majority of all Unit Owners.

(D) The Condominium Board may not discriminate against any person on the basis of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law in connection with its exercise of its right of first refusal with respect to the sale or rental of a Unit.

Section 7.3 *Acceptance of Offer*

(A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Unit together with its Appurtenant Interests, to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale Agreement or Lease Agreement, at the office of the attorneys for the Condominium Board within 45 days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Condominium Board may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, the Condominium Board may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages as the case may be. At the Closing of Title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, all New York State and New York City Transfer Taxes) notwithstanding any terms of the Sale Agreement to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the Closing date, notwithstanding any terms of the Sale Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

(C) In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

Section 7.4 *Failure to Accept Offer.*

(A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease

Agreement within 60 days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such 60 day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Section 7.2, 7.3 and 7.4 hereof, but not more often than once in any 12 month period, except the Condominium Board shall have the right to waive this for good cause shown, in its sole discretion.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included herein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board or such other form approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be amended, modified, or extended without the prior approval of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign the tenant's interest in such lease or sublet the premises demised thereunder or any part thereof without the prior approval of the Condominium Board in each instance; and

(iii) the Condominium Board shall have the 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 (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.5 *Termination of, and Exceptions to, the Right of First Refusal.*

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish without charge, such certificate upon written request to any Unit Owner in respect to whom the provisions of Sections 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Section 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease or conveyance of a Unit, together with its Appurtenant Interests, by:

(i) the Unit Owner thereof to any adult Family Members, to any combination of the same, or to a trust for the benefit of any of them (in which case the Condominium Board shall have the right to review the trust documents and provide for such terms and restrictions on such transfer as the Condominium Board deems advisable), provided, however, that if the succeeding Unit Owner is an infant or a person judicially declared incompetent of managing such person's affairs, then such Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Unit Owner that is not an individual, to any entity or individual that owns more than 50% of the legal and beneficial interests of such Unit Owner or to any entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof:

(ii) Sponsor;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction;

(vi) [Intentionally Omitted];

(C) provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, all of the terms and conditions of this Article 7.

(D) [Intentionally Omitted]

Section 7.6 *No Severance of Ownership.* No Unit Owner shall execute any deed or other instrument conveying title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be 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, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 *Payment of Common Charges and Fees.* No Unit Owner shall be permitted to convey or lease the Unit unless the Unit Owner shall have (i) paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit and (ii) paid in full all fees charged by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Units, including, without limitation, any working capital fund contribution imposed by the Condominium Board and (iii) paid in full to Sponsor any resale fees. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale of a Unit, a sale may take place notwithstanding the foregoing. Notwithstanding the foregoing, the imposition of any fees by the Condominium Board and/or the Managing Agent in connection with the sale or rental of Units shall not apply to the sale lease, sublease, license or conveyance of a Unit by the reasons set forth in subsections 7.5(B) (ii), (iii), (iv), (v) and (vi) of this Article 7.

Section 7.8 *Power of Attorney.* At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of the title insurance company (or, if no such representative is present, to the Condominium Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 14 of the Declaration, substantially in the form set forth as Exhibit E to the Declaration.

Section 7.9 *Gifts and Devises, Etc..* Any Unit Owner shall be free to convey or transfer the Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and the Unit shall be subject to, the provisions of this Article 7.

Section 7.10 *Commencement of Time.* The period of time set forth in Section 7.2 for which the Condominium Board has to waive its right of first refusal shall not commence until such time as the Condominium Board or its managing agent has received a completed sales or lease package, including all fees set forth therein, as the case may be, from a Unit Owner. If the information provided by the Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Condominium Board shall have the right to request additional information and the 30 day period will commence on receipt by the Condominium Board of the additional information.

Section 7.11 *Costs and Expenses.* All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees, costs and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board with regard a violation of this Article 7, shall be borne by the defaulting Unit Owner as an Additional Common Charge.

Section 7.12 *[Intentionally Omitted].*

(A) *[Intentionally Omitted]*

(B) *[Intentionally Omitted]*

(C) *[Intentionally Omitted]*

Section 7.13 *Assignment of Storage Locker Licenses.*

(A) Except for Sponsor, no Unit Owner shall be permitted to assign, convey or lease any Storage Locker to anyone other than a Unit Owner or its Permitted User. A Storage Locker License may be assigned by a Unit Owner at any time (and not subject to any right of first refusal by the Condominium Board) provided (i) the assignee is another Unit Owner at the Condominium; (ii) the assignee assumes the obligations under the Storage Locker License; (iii) notification of the assignment is promptly delivered to the Condominium Board in compliance with its requirements; and (iv) all unpaid Common Charges and Special Assessments and other obligations due to the Condominium have been paid in full.

(B) A Storage Locker License shall automatically terminate at such time as the Licensee no longer owns a Unit, unless the Storage Locker License is assigned to and assumed by another Unit Owner in accordance with the terms of the Storage Locker License and these By-Laws. A Licensee may also voluntarily surrender a Storage Locker License to the Condominium Board. The Condominium Board may elect to terminate a Storage Locker License in the event that the Licensee defaults in its obligations under the Storage Locker License beyond any applicable cure periods or as otherwise provided for in the Storage Locker License. Upon the surrender or termination (for any reason whatsoever) of a Storage Locker License, the Condominium Board shall have the right in its sole discretion to issue a new Storage Locker License for the Storage Locker to another Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate the former Licensee therefor.

(C) The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the procedures for assigning, transferring, surrendering, terminating, and/or otherwise conveying the Storage Lockers.

Section 7.14 *Working Capital Fund.* At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall be required to make a contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges assessed against the Unit. This provision shall not apply to purchases of Units by Sponsor. In addition, except for Sponsor, Unit Owners of Units occupied by Non-Purchasing Tenants (as such term is defined in General Business Law Section 352-eeee) shall be required to deposit with Managing Agent at the closing of such Unit Owner's acquisition of the Unit, a sum not less than the greater of 2 months' rent under such Non-Purchasing Tenant's lease or occupancy agreement and 2 months' Common Charges, to be used as working capital to furnish such services and facilities to the tenant of the Unit as may be required by Law until such time as such tenant's right to occupy terminates. Upon written notice from the Managing Agent or the Condominium Board that such deposit has been diminished, the Unit Owner shall replenish the fund within 30 days thereafter. Such Unit Owner shall irrevocably appoint the Managing Agent as the Unit Owner's agent, coupled with an interest to provide such services and facilities to the tenant at the Unit Owner's expense.

ARTICLE 8

MORTGAGING OF UNITS

Section 8.1 *General.* Each Unit Owner shall have the right to mortgage the Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages the Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering the Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units." The terms and conditions contained in this Section 8.1, however, shall not apply to Sponsor.

Section 8.2 *Restrictions on Mortgaging*

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate the Unit unless and until such Unit Owner shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

(B) No Unit Owner shall execute any mortgage or other document mortgaging, pledging, or hypothecating title to the Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one 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.

(C) Any mortgage covering a Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Unit shall be held by an Institutional Lender, Sponsor, or by a Unit Owner providing purchase money financing in connection with the sale of the Unit.

Section 8.3 *Intentionally Omitted*

Section 8.4 *Performance by Permitted Mortgagees.* Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by such Unit Owner's Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 *Examination of Books.* Each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 *Consent of Mortgagees; Designation of Mortgage Representatives.*

(A) Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against a Unit Owner's mortgage. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than 3 Mortgage Representatives by giving written notice thereof to the Condominium Board, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Condominium Board. Unless otherwise required by Law, no holders of mortgages (which are not Institutional Mortgages) shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

Section 8.7 *Notice to Permitted Mortgagees .*

(A) The Condominium shall provide written notice to the Permitted Mortgagees of each of the following events, to the extent applicable:

(i) any default by the Permitted Mortgagee's mortgagor in the payment of Common Charges or Special Assessments for more than 60 days. If the Condominium Board shall foreclose a lien on such mortgagor's Unit pursuant to the terms of section 6.5 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

(ii) if requested in writing by a Permitted Mortgagee, any default by the Permitted Mortgagee's mortgagor in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. In such event, the Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to the Permitted Mortgagee.

(iii) any condemnation or casualty loss that affects either (x) a material portion of the Condominium or (y) a material portion of a Unit.

(iv) a lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

(v) any proposed action by the Condominium Board that requires the consent of a specified percentage of Permitted Mortgagees or the approval of the majority of the Mortgage Representatives.

(B) In no event, however, shall the Condominium Board (including its Members, officers, agents, attorneys and employees) and Unit Owners be liable for any claims or liabilities and expenses for any failure, through oversight or negligence, in giving a Permitted Mortgagee any notice required under (A) above. Nonetheless, the Condominium Board shall give such missed notice with reasonable promptness after discovering such failure.

(C) Where the consent of the Permitted Mortgagees or Mortgage Representatives is required pursuant to the terms of the Declaration or By-Laws, if the Permitted Mortgagees or Mortgage Representatives fail to respond within sixty (60) days after written receipt of the required consent, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

ARTICLE 9

CERTAIN REMEDIES

Section 9.1 *Self Help.* If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, including, without limitation, any breach of Unit Owner's obligation to paint, decorate, maintain, repair, or replace the Unit or its appurtenant Limited Common Elements, if any, pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within 5 days after receipt of written notice of the same from the Condominium Board, 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 5 day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements, if any, 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 Condominium Board 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 Condominium Board 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 9.2 *Abatement and Enjoinment.*

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on Unit Owner's part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) 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, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or

replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the Condominium Documents with respect to any rights, easements, privileges, or licenses granted to Sponsor shall give to Sponsor 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 9.3 *Remedies Cumulative.* The remedies specifically granted to the Condominium Board or to Sponsor in this Article 9 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 time or at different times, concurrently or in any order, in the sole discretion of the Condominium Board or Sponsor, 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 9.4 *Costs and Expenses.* All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinder, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor in connection with any abatement, enjoinder, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Condominium Board or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e. the Condominium Board or the Unit Owner) to Sponsor, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of 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 Condominium Board pursuant to the terms of this Section 9.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10

ARBITRATION

Section 10.1 *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 proceeding 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 1 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 10 days after such arbitrator's 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 5 members whose principal office is located in the City of New York.

Section 10.2 *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 10.1 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 10.3 *Binding Effect.* The decision in any arbitration conducted pursuant to the terms of Section 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 10.4 *Costs and Expenses.*

(A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of disputant's counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses, to be borne by all Unit Owners.

ARTICLE 11

NOTICES

Section 11.1 *General.* All notices required or desired to be given hereunder (except for notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

- (i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a copy sent by regular first class mail to the Managing Agent (if any) at its principal office address as aforesaid;
- (ii) if to a Unit Owner other than Sponsor, to such Unit Owner at Unit Owner's address at the Property;
- (iii) if to Sponsor, to Sponsor at its principal office as set forth in the Plan;
- (iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when mailed in the State of New York, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2 *Waiver of Service of Notice.* Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 12

AMENDMENTS TO BY-LAWS

Section 12.1 *General.*

(A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments ("Special Amendments") affecting or in favor of Sponsor and/or any Permitted Mortgagee, any provision of these By-Laws affecting the Common Elements or all Units may be added to, amended, modified or deleted by the affirmative vote of at least 66 2/3% in number and Common Interest of all Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage (where applicable) of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage (where applicable) of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to Special Amendments:

(i) the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (F) of Section 5.5 hereof; and

(ii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted unless not less than 80% in number and aggregate Common Interests of all Unit Owners affected thereby shall approve such amendment, modification, addition or deletion in writing.

Section 12.2 *Special Amendments.*

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor, without the consent of the Condominium Board or the Unit Owners, shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor, as the case may be, as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-Laws shall be effective in any respect against Sponsor, unless and until Sponsor shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, paragraph (B) or paragraph (C) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5 or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto. In addition, no amendment to the Condominium Documents which would materially and adversely affect the holder of any Permitted Mortgage shall be effective without the prior

written consent of 51% of the Permitted Mortgagees or a majority of the Mortgage Representatives, if any. If the Permitted Mortgagees or Mortgage Representatives fail to respond within 60 days after written receipt of the proposed amendment, delivered by either certified or registered mail, "return receipt" requested, the implied approval of such Permitted Mortgagees or Mortgage Representative shall be assumed.

(D) [Intentionally Omitted]

ARTICLE 13

FURTHER ASSURANCES

Section 13.1 *General.* Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a Member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any 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 in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 *Failure to Deliver or Act.*

(A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, 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.

(B) If any Unit Owner, the Condominium Board or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days (or 60 days, with respect to a Permitted Mortgagee) after request therefor, to execute, acknowledge or deliver any instrument which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge or deliver pursuant to these By-Laws at the request of Sponsor or any Development Rights Owner, solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, then Sponsor or the Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, is hereby authorized, as attorney-in-fact for the Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, in the name of the Unit Owner, Condominium Board or other Person, and such instrument shall be binding on the Unit Owner, Condominium Board or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in these By-Laws which requires the consent or approval of the Condominium Board.

ARTICLE 14

MISCELLANEOUS

Section 14.1 *Inspection of Documents.* Copies of the Declaration, these By-Laws, the Residential Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners

and their authorized agents during reasonable business hours. Each Unit Owner shall be permitted to examine the books of account of the Condominium during reasonable business hours, but not more frequently than once a month.

Section 14.2 *Waiver.* No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3 *Conflict.* In the event that any provision of these By-Laws or of the Residential Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 *Severability.* If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 *Successors and Assigns.* The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor.

Section 14.6 *Gender.* A reference in these By-Laws to any one gender, masculine or feminine, includes the other one, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 *Captions.* The index hereof and the captions herein inserted are included 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 hereof.

ARTICLE 15

TAX STATUS AS A HOMEOWNERS ASSOCIATION

Section 15.1 *General.* The Condominium Board intends to act in a manner consistent with enabling the Condominium to be eligible to elect to be treated as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended.

Section 15.2 *Organization.* The Condominium is and will be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property.

Section 15.3 *Inurement.* No part of the Condominium's net earnings shall inure, and the Condominium Board will act in a manner such that no part of such earnings will inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of the Property, and other than by rebate of excess membership dues, fees, or assessments).

Section 15.4 *Residential Use.* Substantially all of the Units are and will be used by individuals for residences.

* * * * *

ADDENDUM TO THE BY-LAWS**RESIDENTIAL RULES AND REGULATIONS**

1. The sidewalks, entrance passages, public halls, elevators, vestibules, 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.

2. No bicycles, rollerblades, scooters, skateboards or similar vehicle shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose or ridden in the Building or the courtyard. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrances or such other entrances of the Building designated by the Condominium Board or the Managing Agent. In addition, all domestic employees, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that care-givers in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrances.

5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or which will increase the insurance requirements for the Building.

7. No refuse from the Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, Terrace or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building.

9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the

Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Unit.

11. There shall be no barbecuing in the Units, in their appurtenant Limited Common Elements, if any, or in the Common Elements, except that barbecuing shall be permitted in the rear courtyard of the Building or on the penthouse roof Terraces, subject to any restrictions or conditions imposed by the Condominium Board.

12. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Unit or its appurtenant Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No 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 Unit Owner's Unit or its appurtenant Limited Common Elements, if any, between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any 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 Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency. The foregoing restrictions shall not apply to Sponsor with respect to any Unsold Units owned by Sponsor.

13. No pets other than caged birds, cats, fish, and dogs may be kept in any Unit, unless approved by the Condominium Board or the Managing Agent, in its sole discretion. Notwithstanding the foregoing, no dog is permitted to be kept in any Unit which (i) weighs more than twenty (20) pounds, unless such dog is approved by the Condominium Board, and/or (ii) is a Doberman, pitbull, or any other breed of dog determined in the Condominium Board's sole discretion to be inherently dangerous or a nuisance. In all events, any consent given shall be revocable at any time by the Condominium Board or the Managing Agent in its sole discretion. Any pet, including without limitation any pets previously approved by the Condominium Board, that endangers the health or security of any Unit Owner or occupant of any Unit or creates a nuisance, health hazard, unsanitary condition, or unreasonable disturbance, as determined by the Condominium Board in its sole discretion, the Condominium Board shall have the right to require the permanent removal of such pet from the Building upon seven (7) days' written notice. Any pet that presents an immediate danger to the health, safety, or property of any Unit Owner or occupant of any Unit, as determined by the Condominium Board in its sole discretion, may be removed by the Condominium Board without prior notice to the pet's owner. Each Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Residential Rules and Regulations with respect thereto. Unless carried or on a leash, no pet shall be permitted in any public elevator of the Building or in any of the public portions of the Building. The Condominium Board shall have the right to restrict the transport of pets to a specific elevator and/or to limit or regulate the public places in the Building where pets are permitted. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

14. No group tour, open house or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. The restrictions set forth in this paragraph shall not apply to Sponsor with respect to Unsold Units.

15. In the event that any Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

16. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the total floor area of each room of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

17. No windows in any Unit may be colored or painted. While Unit Owners are entitled to install window decorations in or around the Unit, nevertheless in the event that the Condominium Board determines in its sole discretion that such window decorations (to the extent visible from the outside) are offensive, derogatory, or otherwise not consistent with the class and character of the Building, the Unit Owner shall be obligated to de-install, replace, or otherwise remove such window decorations promptly upon notice thereof.

18. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be charged to and borne solely by the Unit Owner. It is the responsibility of each Unit Owner to (i) notify the Managing Agent in writing if any child under the age of eleven (11) years resides (even temporarily) in the Unit, (ii) to make the necessary arrangements with respect to the installation, repair, replacement, operation, and/or maintenance of legally-compliant window guards and/or window stops in the Unit and/or any additional equipment as required by Law, and (iii) to otherwise ensure that all operable windows located in the Unit comply with Law.

19. No ventilator or air conditioning device shall be installed in any Unit or its appurtenant Limited Common Elements, if any, without the prior approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

20. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

21. 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.

22. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of the Unit.

23. Each Unit Owner shall keep the Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

24. The access doors located in various portions of the ceiling of the Units shall not be obstructed in any manner which would prevent access to the ceiling hung units located within such ceilings.

25. The agents of the Condominium Board or the Managing Agent, and any contractor or workperson authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

26. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to the Unit at any time when an entry therein is necessary or permissible under these Residential Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

27. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by an agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for the 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 Condominium Board nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

28. Unit Owners and their respective Family Members, 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 roof of the Building unless such roof is part of a lawful Terrace.

29. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

30. Any consent or approval given under these Residential 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.

31. No Unit Owner shall install any plantings on any Terrace or roof without the prior approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the Terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, 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 Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the a Unit to inspect the same

and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

32. No Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Unit in any way, without the prior approval of the Condominium Board.

33. The type, size, weight, and quantity of any speakers to be installed on Terraces shall be subject to the prior approval of the Condominium Board (not to be unreasonably withheld, conditioned, or delayed) and such installation shall be in compliance with Law. The use of speakers on Terraces are subject to the following restrictions: (i) all volumes must set at a noise level that will not disturb or annoy other occupants of the Building, and (ii) such use shall not be permitted between 11:00 P.M. and the following 9:00 A.M.

34. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

35. When leaving the Unit for extended periods of time, Unit Owners and their respective Family Members, guests, domestic employees, agents, visitors, or licensees shall keep the Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Unit Owner's or their respective Family Member, 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 Unit causing the damage.

36. No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes, (collectively, "Smoking Apparatus") in any common area of the Building, whether indoors or outdoors, at any time. Although smoking shall be permitted in any Unit or Limited Common Element appurtenant thereto, including a private Terrace, no person may smoke or otherwise use any Smoking Apparatus in a manner, which causes smoke to be a nuisance, create odors or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise use any Smoke Apparatus within twenty-five (25) feet of any outside entrance to the Building or within twenty-five (25) feet of any outdoor air intake or operable window opening in the Common Elements or Units.

37. Unit Owners and their respective Family Members, guests, domestic employees, employees, agents, visitors, or licensees shall abide by any additional rules and regulations adopted by the Condominium Board.

EXHIBIT E
TO THE DECLARATION

UNIT POWER OF ATTORNEY

UNIT POWER OF ATTORNEY

Terms used in this Unit Power of Attorney which are used (a) in the declaration ("Declaration") establishing a plan for condominium ownership of the premises known as 393 West End Avenue Condominium ("Condominium") and by the street number 393 West End Avenue, New York, New York 10024 under Article 9-B of the Real Property Law of the State of New York, dated [DECLARATION DATE], and recorded in the Office of the Register of The City of New York of the County of New York ("Register's Office") on [DEC RECORDING DATE], as CRFN# [DEC CRFN #] ("Declaration"), or (b) in the By-Laws of 393 West End Avenue Condominium ("By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

[Applicable to Unit Owners of Units only]: The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block 1186 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as Members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and commencing, pursuing, appealing, settling and/or terminating administration and tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire, lease or license any Unit (including, but not limited to, the Resident Managers Unit), together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased;

(d) acquire, mortgage, lease, sublease, license, convey or otherwise deal with the Resident Manager's Unit, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; and

(e) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Property or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Property which the Condominium Board deems necessary or appropriate or (3) any protest and tax certiorari proceeding documentation affecting Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned, _____, (having an office) (residing at) _____, the owner of a Unit _____ ("Unit") in the Condominium which is designated and described as the Unit in the Declaration and also designated as Tax Lot _____ in Block 1186 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint CS 393 LLC ("Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to:

(a) amend the Condominium Documents pursuant to the terms thereof, and to effectuate the rights of Sponsor under the Condominium Documents, including without limitation, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration, or (2) shall be required by (a) an Institutional Lender designated by Sponsor 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 to insure title to any Unit; or (3) shall be required to correct any inconsistencies or scriveners' errors in the Declaration, the By-Laws and/or the Floor Plans; or (4) relinquish Sponsor's rights under the Condominium Documents, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) 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 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) or 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. 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 (i) Sponsor shall cease to own any Unit in the Condominium; (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan; and (iii) a Permanent Certificate of Occupancy for the Building has been issued; and

(b) to effectuate Sponsor's and/or Development Rights Owner's utilization, sale or transfer of all or any portion of the Excess Development Rights, as set forth in the Declaration.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the _____ day of _____, ____.

(ACKNOWLEDGEMENT)

UNIT OWNER'S SPECIMEN TITLE POLICY

Stewart Title Insurance Company⁹⁸³

**AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY (6-17-2006)
WITH NEW YORK COVERAGE ENDORSEMENT APPENDED (A.L.T.A.)**

SCHEDULE A

Policy No PROFORMA

Title Number
NLT-29471-NY-19

Effective Date
_____, 2019

Amount of Insurance
TBD

THIS IS A PRO FORMA POLICY. IT DOES NOT REFLECT THE CURRENT STATE OF THE TITLE AND IS NOT A COMMITMENT TO (I) INSURE THE TITLE OR (II) ISSUE ANY OF THE ATTACHED ENDORSEMENTS. ANY SUCH COMMITMENT MUST BE AN EXPRESS WRITTEN UNDERTAKING ON APPROPRIATE FORMS OF THE COMPANY.

1. Name of Insured:

TBD

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest in the land is vested by:

TBD who acquired title by deed from CS 393 LLC dated _____ and to be recorded in the Office of the Register of the City of NEW YORK.

4. The land referred to in this Policy is described herein on Schedule A Description of Premises.

For Information:
Premises known as:
393 West End Avenue, Unit _____
New York, NY

Authorized Signatory

984
Stewart Title Insurance Company

SCHEDULE A
DESCRIPTION OF PREMISES

Title No. **NLT-29471-NY-19**
Policy No. **PROFORMA**

The Unit known as Unit No. ____ (hereinafter called "the Unit") referred to in the declaration establishing The 393 West End Avenue Condominium (hereinafter called the "Condominium"), made by the Grantor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated _____ and recorded in the Office of the Register of the City of New York, County of New York on the ____ day of _____, 2019 in CRFN 2019 _____ (hereinafter called the "Declaration"), and designated as Tax Lot Number ____ in Block Number 1186 on the New York City Land and Tax Map and known as condominium number _____.

Together with a _____% interest in the common elements appurtenant to the Unit as set forth in the Declaration.

The real property on which the condominium unit is located is more particularly 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, bounded and described as follows:

All that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of West 79th Street with the westerly side of West End Avenue;

RUNNING THENCE southerly along the westerly side of West End Avenue, 102 feet 2 inches;

THENCE westerly parallel with West 79th Street, 100 feet;

THENCE northerly parallel with West End Avenue, 102 feet, 2 inches to the southerly side of West 79th Street; and

THENCE easterly along said southerly side of West 79th Street, 100 feet to the point or place of BEGINNING.

Stewart Title Insurance Company⁹⁸⁵

Policy No PROFORMA
Title No NLT-29471-NY-19

SCHEDULE B

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes, water rates, sewer and assessments not yet due and payable.
2. Rights of tenants, persons and parties in possession.
3. Tax search discloses water meters which have been read to the date indicated thereon. Policy will except subsequent meter readings from the date of the last actual reading.
4. Any state of facts which an accurate survey of the unit would show, nevertheless, policy insures that any encroachments by the insured unit adjoining units or upon the common elements may remain undisturbed, so long as the building shall stand.
5. Terms, provisions, covenants, restrictions, conditions, and options contained in and rights and easements established by the Declaration of Condominium and By-Laws recorded _____. Policy insures against loss or damage occasioned by the premises not being a part of a condominium validly created pursuant to 9-B of the real Property Law as amended

Stewart Title Insurance Company**STANDARD NEW YORK ENDORSEMENT
(Owner's Policy)**

Title No NLT-29471-NY-19**Attached to and made a part of Policy No. PROFORMA**

1. The following is added as a Covered Risk:

"11. Any statutory lien arising under Article 2 of the New York Lien Law for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. Exclusion Number 5 is deleted, and the following is substituted:

5. Any lien on the Title for real estate taxes, assessments, water charges or sewer rents imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as Shown in Schedule A.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers

DATED:**Stewart Title Insurance Company**

By _____
Authorized Signatory

Stewart Title Insurance Company

**WAIVER OF ARBITRATION ENDORSEMENT
(OWNER'S OR LOAN POLICY)**

Title No. **NLT-29471-NY-19**

Attached to and made a part of Policy No. **PROFORMA**

The policy is amended by deleting therefrom:

- (A) If this endorsement is attached to an ALTA Loan Policy: Condition Section 13.
- (B) If this endorsement is attached to an ALTA Owner's Policy: Condition Section 14.
- (C) If this endorsement is attached to a TIRSA Owner's Extended Protection Policy: Condition 12.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any other endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the Policy and any other endorsements, nor does it extend the effective date of the Policy and any other endorsements, nor does it increase the face amount thereof.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed by an authorized officer of the Company on its date of issue set forth below.

DATED:

Stewart Title Insurance Company

By _____
Authorized Signatory

**ALTA ENDORSEMENT FORM 4
CONDOMINIUM ENDORSEMENT**

Title No. **NLT-29471-NY-19**

Attached to and made a part of Policy No. **PROFORMA**

The Policy insures against loss or damage sustained by reason of:

1. The failure of the unit identified in Schedule A and its common elements to be part of a condominium within the meaning of the condominium statutes of the State of New York.
2. The failure of the documents required by the condominium statutes to comply with the requirements of the statutes to the extent that such failure affects the title to the unit and its common elements.
3. Present violations of any restrictive covenants which restrict the use of the unit and its common elements and which are created by the condominium documents, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the Public Records and is not excepted in Schedule B. the restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
4. The priority of any lien for charges and assessments at Date of Policy provided for in the condominium statutes and condominium documents over the lien of any insured first mortgage identified in the Schedule A.
5. The Failure of the unit and its common elements to be entitled by the law to be assessed for real property taxes as a separate parcel.
6. Any obligation to remove any improvements which exist at Date of Policy because of any present encroachments or because of any future unintentional encroachments of the common elements upon any unit or of any unit upon the common elements or another unit.
7. The failure of title by reason of a right of first refusal to purchase the unit and its common elements which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the amount of insurance.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed by an authorized officer of the Company on its date of issue set forth below.

DATED:

Stewart Title Insurance Company

By _____
Authorized Signatory

Stewart Title Insurance Company
ALTA ENDORSEMENT FORM 39-06
TIRSA Policy Authentication

Title No. **NLT-29471-NY-19**

Attached to and made a part of Policy No. **PROFORMA**

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the conditions this endorsement is issued as part of the policy.

Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this Endorsement to be signed by an authorized officer of the Company on its date of issue set forth below.

DATED: **Stewart Title Insurance Company**

By _____
Authorized Signatory

FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

993

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

- ▶ For use by individuals. Entities must use Form W-8BEN-E.
▶ Go to www.irs.gov/FormW8BEN for instructions and the latest information.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:

- You are NOT an individual **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States **8233 or W-4**
- You are a person acting as an intermediary **W-8IMY**

Instead, use Form:

Note: If you are resident in a FATCA partner jurisdiction (i.e., a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner	2 Country of citizenship
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.	
City or town, state or province. Include postal code where appropriate.	Country
4 Mailing address (if different from above)	
City or town, state or province. Include postal code where appropriate.	Country
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	6 Foreign tax identifying number (see instructions)
7 Reference number(s) (see instructions)	8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

- 9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.
- 10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____.
- Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself for chapter 4 purposes,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
 - (a) not effectively connected with the conduct of a trade or business in the United States,
 - (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
 - (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)

FORM W-9
(REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

997
**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of the filing date of the Offering Plan (defined below), between CS 393 LLC ("SPONSOR") as SPONSOR of the Offering Plan and Starr Associates LLP ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the SPONSOR of an offering plan for premises known as 393 West End Condominium and located at 393 West End Avenue, New York, New York 10024 ("Offering Plan"); and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b) and 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers or subscribers, pursuant to the terms of this Agreement and the Offering Plan, and in accordance with the provisions contained in the Escrow Rider to the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.
 - 1.1. ESCROW AGENT will establish a master escrow account for the purpose of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at a commercial or savings bank authorized to do business in the State of New York entitled "Starr Associates LLP, Escrow Account" ("Master Escrow Account").
 - 1.2. All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.
 - 1.3. ESCROW AGENT has designated the following attorneys to serve as signatories for the Master Escrow Account: Allan Starr, Esq., Andrea L. Roschelle, Esq., Samantha Sheeber, Esq. and Adam Kriegstein, Esq. ("Authorized Signatories"). All Authorized Signatories are admitted to practice law in the State of New York. ESCROW AGENT and all Authorized Signatories have an address of 220 East 42 Street, Suite 3302, New York, New York 10017, and a telephone number of (212) 620-2680.
 - 1.4. Neither ESCROW AGENT nor any Authorized Signatories on the Master Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Offering Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.
 - 1.5. ESCROW AGENT and all signatories designated herein hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

- 1.6. The Master Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.
- 1.7. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a consummation of the Offering Plan (i.e., the Offering Plan is declared effective) and Purchaser defaults.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

- 2.1. All Deposits received from Purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Starr Associates LLP, Escrow Agent". Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of Deposits, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.
- 2.2. Within ten (10) business days after tender of the Deposit submitted with the purchase agreement or subscription agreement ("Purchase Agreement"), ESCROW AGENT shall notify the Purchaser of the placement of the Deposit into the Master Escrow Account, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive such notification within fifteen (15) business days after tender of the Deposit, the Purchaser may cancel the Purchase Agreement and rescind within ninety (90) days after tender of the Deposit. 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 Fl. New York, New York 10005 ("Department of Law"). Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in accordance with the Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

- 3.1. Under no circumstances shall Sponsor seek the release of the Deposits of a defaulting Purchaser until after Consummation of the Offering Plan (as such term is defined in the Attorney General's regulations). Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and GBL Section 352-h.
- 3.2. ESCROW AGENT shall release the Deposit if so directed:
 - 3.2.1. pursuant to terms and conditions set forth in the Offering Plan and Escrow Rider to the Purchase Agreement, upon closing of title to the Unit; or
 - 3.2.2. in a subsequent writing signed by both SPONSOR and the Purchaser; or
 - 3.2.3. by a final, non-appealable order or judgment of a court.
- 3.3. If the Deposits are not released pursuant to paragraph 3.2 and ESCROW AGENT receives a request by SPONSOR or Purchaser to release the Deposits, ESCROW AGENT shall give both parties prior written notice of not fewer than 30 days before releasing the Deposits. If ESCROW AGENT has not received notice of objection to the release of the Deposits at the expiration of

the 30 day period, the Deposits shall be released and ESCROW AGENT shall provide further written notice to both parties informing them of the release of the Deposits. If ESCROW AGENT receives a written notice from either party objecting to the release of the Deposits within the 30 day period set forth in the notice, ESCROW AGENT shall continue to hold the Deposits until otherwise directed pursuant to paragraph 3.2. However, ESCROW AGENT shall also have the right at any time to deposit the Deposits with the clerk of a court in the county in which the Unit is located and shall give written notice to both parties of such deposit.

- 3.4. SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to:

3.4.1. a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or

3.4.2. all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

- 3.5. In the event SPONSOR and a Purchaser close title under the Purchase Agreement, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

4. RECORDKEEPING.

- 4.1. ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

- 4.2. Upon the dissolution of ESCROW AGENT, the former partners of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

- 4.3. ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

- 5.1. ESCROW AGENT shall maintain the Master Escrow Account under its direct supervision and control.

- 5.2. A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary and statutory obligations under GBL §§ 352(e)(2-b) and 352(h).

- 5.3. ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or law or for any act or omission on ESCROW AGENT'S part, including, without limitation, any act or omission which permits a Purchaser to rescind a Purchase Agreement, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

- 5.4. ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between SPONSOR and a Purchaser whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

- 5.5. ESCROW AGENT may rely upon any document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.
- 5.6. ESCROW AGENT may consult with legal counsel selected by it and the opinion of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.
- 5.7. The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR and nothing contained therein shall be in derogation of the rights of a Purchaser under Article 23-A of the GBL.

6. RESPONSIBILITIES OF SPONSOR.

- 6.1. SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of, or attorney or legal assistant employed by, ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.
- 6.2. SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary and statutory obligations set forth in GBL §§ 352(e)(2-b) and 352(h) and the Department of Law's regulations promulgated thereto.
- 6.3. SPONSOR shall obtain or cause the selling agent under the Offering Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

- 7.1. This Agreement shall remain in effect unless and until it is cancelled by either:
 - 7.1.1. Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent. Purchaser shall be deemed to have consented to such cancellation; or
 - 7.1.2. The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign. Such resignation shall take effect on the date set forth in the notice from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation. Such amendment shall disclose the identity of the successor escrow agent, the bank in the State of New York where the Deposit is being held, and the account number in which the Deposits will be held, and shall be served on all Purchasers by SPONSOR; or
 - 7.1.3. All units offered by SPONSOR pursuant to the Offering Plan have been sold and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.
- 7.2. Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any

and all Purchase Agreements or documents maintained by ESCROW AGENT relating to such funds to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegals and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. Prior to release of the Deposits, 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.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all claims, losses, judgments, costs, expenses and damages, including those brought by third-parties, including purchasers, incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, professional fees, including attorneys' fees, court costs and disbursements, either paid to retain attorneys or representing the value of all legal services rendered by Escrow Agent to itself and any and all attorneys' and professional fees, court costs, expenses and disbursements incurred by Escrow Agent in connection with a bankruptcy case filed by Sponsor for protection under the United States Bankruptcy Code, the enforcement of any rights, or defense of any claims against Escrow Agent in any bankruptcy proceeding, or any other matter arising in or in connection with Sponsor's bankruptcy case.

13. ALTERNATE SECURITY

In the event SPONSOR is authorized by the Department of Law to post a Letter of Credit or Surety Bond as alternate security to secure all or a portion of the Deposits, ESCROW AGENT agrees to be the beneficiary of the Letter of Credit or Surety Bond and to act as fiduciary with respect to such Letter of Credit or Surety Bond for the benefit of Purchasers under the Offering Plan whose Deposits were released from escrow in accordance with the "Escrow and Trust Fund" section of the Offering Plan or an amendment to the Offering Plan.

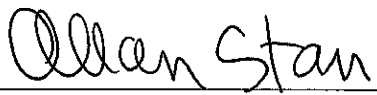
14. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h, the Department of Law regulations, and the Escrow Rider to the Purchase Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

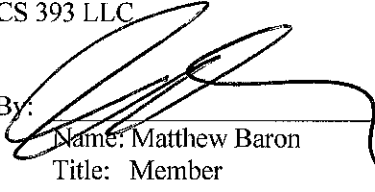
ESCROW AGENT:

STARR ASSOCIATES LLP

By: 
Name: Allan Starr, Esq.
Title: Partner

SPONSOR:

CS 393 LLC

By: 
Name: Matthew Baron
Title: Member

FORM OF BUYOUT/SURRENDER AGREEMENT

BUYOUT/SURRENDER AGREEMENT

THIS BUYOUT/SURRENDER AGREEMENT (“Agreement”) made as of the ____ day of _____, 20____, by and between CS 393 LLC, and its successors and assigns (“Landlord”), with offices located at 757 3rd Avenue, 17th Floor, New York, New York 10017, and _____ (“Tenant”), residing at 393 West End Avenue, Apartment ____, New York, New York 10024.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of the building located at 393 West End Avenue, New York, New York 10024 (“Building”); and

1. **WHEREAS**, Tenant resides in Apartment __ in the Building (“Premises”) pursuant to a rental agreement by and between Landlord (or Landlord’s predecessor-in-interest) and Tenant (collectively, the “Lease”), having a monthly rent of \$_____ (“Monthly Rent”); and

2. **WHEREAS**, Tenant has received and reviewed the offering plan to convert the Building in which the Premises is located to condominium ownership (“Offering Plan”) and has irrevocably elected not to purchase the Premises pursuant to the Offering Plan; and

3. **WHEREAS**, Tenant represents that (i) other than Tenant, there are no other persons and/or entities in possession of the Premises, (ii) Tenant is not aware of any other persons and/or entities having any rights to, or claims against, the Premises, and (iii) this Agreement arises out of the parties’ mutual agreement to terminate the Lease and accept Tenant’s surrender of the Premises; and now therefore

IT IS HEREBY AGREED, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as follows:

1. Tenant represents that Tenant has elected to enter into this Agreement freely and of Tenant's own volition in lieu of exercising any rights under the Offering Plan and that Tenant's election not to purchase the Premises shall not be negated by virtue of any extension of any other tenant's right to purchase under the Offering Plan. Tenant agrees that Tenant shall not be deemed a "Tenant in Occupancy" or a "Non-Purchasing Tenant," as these terms are defined under New York State law and Tenant expressly, knowingly, and voluntarily waives any and all rights Tenant may have had as a Tenant in Occupancy or a Non-Purchasing Tenant.

2. On or before _____ ("Vacate Date"), Tenant shall (1) surrender to Landlord actual and legal possession of the Premises in good, broom-clean condition (normal wear and tear excepted) and free and clear of all occupants and personal property in the Premises and all claims to, or against, the Premises ("Surrender" or "Surrendered"), (2) deliver to Landlord's agent, _____ (x) the keys to the Premises and to the mailbox ("Keys") and (y) an executed notice in the form annexed hereto as Exhibit "A" confirming that Tenant has Surrendered the Premises to Landlord ("Surrender Notice"), and (z) an executed letter in the form annexed hereto as Exhibit "B" to the New York State Division of Housing and Community Renewal ("DHCR") withdrawing any complaint or claim Tenant may have made relating to the Premises ("DHCR Letter") (the Keys, Surrender Notice, and the DHCR Letter are collectively the "Surrender Documents"). Tenant acknowledges that Tenant's obligation to timely Surrender the Premises and deliver the Surrender Documents to Landlord is unconditional and not contingent on Tenant obtaining other housing accommodations.

3. In consideration for and conditioned upon Tenant's timely performance and full compliance with all of the terms and conditions of this Agreement, Landlord will pay Tenant the sum of \$_____ ("Buyout Payment") on the Vacate Date. Tenant acknowledges and agrees that it is responsible

for all unpaid rent through the date of this Agreement and will continue to pay Monthly Rent from the date of this Agreement until the Vacate Date.

4. Notwithstanding anything to the contrary, in the event Tenant fails for any reason to vacate the Premises in accordance with the terms of this Agreement, the Buyout Payment will be reduced at the rate of \$1,000.00 per day for each day that Tenant remains in possession after the Vacate Date. In the event that Tenant remains in possession for more than ten (10) days after the Vacate Date, Tenant (i) shall forfeit the right to the Buyout Payment in its entirety, (ii) shall be liable for and agrees to immediately pay Landlord any and all unpaid rents in connection with the Premises, and (iii) agrees to immediately pay Landlord rent due under the Lease for each month from the Vacate Date until Tenant's Surrender of the Premises to Landlord. This clause shall in no way be construed as a modification or waiver of Tenant's obligation under this Agreement to vacate the Premises on or before the Vacate Date.

5. Landlord is holding \$_____ as a security deposit under the terms of the Lease ("Security Deposit"). On the condition that Tenant Surrenders the Premises and delivers the Surrender Documents in accordance with the terms of this Agreement, Landlord shall return the Security Deposit to Tenant on the Vacate Date.

6. Tenant acknowledges and agrees that "TIME IS OF THE ESSENCE" in complying with all of the terms and conditions of this Agreement, including without limitation the Surrender of the Premises and delivery of the Surrender Documents to Landlord. Tenant acknowledges that Landlord has entered into this Agreement based upon Tenant's representation that Tenant will comply with all of the terms and conditions of this Agreement. Landlord acknowledges that Tenant has entered into this Agreement based upon Landlord's representation that it will comply with all of the terms and conditions of this Agreement.

7. Tenant agrees that Tenant will not assign the Lease or sublet the Premises or permit any person or entity to occupy the Premises (other than occasional houseguests) after the date of this Agreement.

8. Upon Tenant's Surrender of the Premises to Landlord, Tenant agrees that any property remaining in the Premises shall be deemed abandoned by Tenant and may be removed and disposed of by Landlord without liability.

9. Tenant acknowledges and agrees that Landlord has not committed any act or inaction that could constitute harassment against Tenant and that Landlord may submit this Agreement to any government agency in lieu of an affidavit as conclusive evidence that Landlord has not harassed Tenant to vacate the Premises and that Tenant has vacated the Premises voluntarily. Tenant acknowledges that prior to negotiations with Landlord with respect to the terms of this Agreement, Tenant received notice of this buyout as required by law.

10. Tenant acknowledges and agrees that Tenant is solely responsible for payment of any and all taxes due in connection with or arising from this Agreement.

11. On or before the Vacate Date, Tenant shall withdraw any complaint or claim relating to the Premises which Tenant may have filed with any government agency or court (including without limitation DHCR) and shall provide Landlord with any document Landlord may need in order to effectuate such withdrawal. **[TEXT IF PREMISES IS RENT REGULATED]** Tenant consents that Landlord may submit this Agreement to DHCR in addition to or in lieu of any other document as conclusive evidence of Tenant's intention to withdraw all claims made to DHCR relating to the Premises and/or to Landlord. **[END TEXT]**

12. Except for the obligations contained herein, for the valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, each party waives and releases any and all claims they may have, known or unknown, against the other party, the other party's predecessors and successors in interest, including all individuals, principals, shareholders, assigns, partners, officers, directors, affiliates and other employees, and the other party's heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses,

damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the other party, each party, their heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Agreement. Tenant acknowledges that this Agreement and the releases contained herein were not procured by fraud.

13. Each party had an opportunity to participate in the drafting of this Agreement. This Agreement has been fully reviewed and negotiated by both Landlord and Tenant, and neither party shall hereafter contend that any provision of this Agreement should be construed or interpreted against the other party on the basis that such other party drafted the disputed provision. Tenant represents that Tenant (i) has had the opportunity to consult with legal counsel of Tenant's choice before executing this Agreement and has either done so or elected not to, (ii) is signing this Agreement knowingly and voluntarily and understands its meaning, and (iii) expressly consents to this Agreement being given full force and effect according to all of the express terms and provisions in this Agreement, including without limitation those related to release of unknown and unsuspected claims, demands, and causes of action.

14. Tenant expressly agrees that this Agreement, as well as the contents of the negotiations leading thereto, shall remain strictly confidential. Neither the existence of this Agreement nor its terms shall be disclosed by Tenant, unless required by law. Tenant specifically agrees not to disclose the terms or existence of this Agreement to the media, any real estate professional, or any other owner, resident, or employee at the Building. Tenant agrees to not publicly or privately disparage in any manner whatsoever, the Building, including its amenities or services, the Landlord, or any of the employees at the Building. A breach of this provision may be prosecuted as a breach of contract, entitling Landlord to monetary damages, including the forfeiture of the Buyout Payment. Notwithstanding the foregoing, this Agreement may be disclosed to (a) the Tenant's attorneys, accountants and tax advisors, as necessary in the conduct of their business; and/or (b) a court or administrative agency of competent jurisdiction pursuant to an order directing the disclosure.

15. This Agreement shall be binding upon and inure to the benefit of the respective parties, their heirs, assigns, executors, administrators and successors-in-interest.

16. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous negotiations and agreements of the parties, all of which are merged into this Agreement. This Agreement may not be changed, modified, discharged, canceled, or waived orally, except by agreement in writing signed by the parties to this Agreement.

17. Any notices or documents required to be given pursuant to this Agreement must be delivered (i) if to Landlord, to 757 3rd Avenue, 17th Floor, New York, New York 10017, with a copy to Starr Associates LLP, 220 East 42nd Street, Suite 3302, New York, New York 10017, Attention: Andrea L. Roschelle, Esq.; and (ii) if to Tenant, to _____. All deliveries must be made by nationally-recognized overnight courier for next business day delivery and shall be deemed given upon deposit with the courier service.

18. This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

19. For purposes of this Agreement, facsimile and/or email signatures shall be deemed to be originals.

20. The "Whereas" clauses are incorporated herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the
day and year first above written.

Dated: New York, New York
_____, _____

CS 393 LLC
Landlord

By: _____
Name:
Title:

_____, Tenant

[ACKNOWLEDGMENTS FOLLOW]

(ACKNOWLEDGEMENTS)

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

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, 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, 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 _____ day of _____ in the year _____ before me, personally came _____ to me known, who, being by me duly sworn, did depose and say that he is a member of CS 393 LLC, the limited liability company described in and which he executed the foregoing instrument; that the execution of the instrument by _____ was duly authorized according to the operating agreement of CS 393 LLC; that said member executed the instrument on behalf of said limited liability company pursuant to said authorization and that he signed his name thereto by like authority.

NOTARY PUBLIC

Exhibit "A"**SURRENDER NOTICE**

_____ ("Occupant"), being in occupancy of Apartment ___ in the building known as _____ and located at 393 West End Avenue, New York, New York 10024 (the "Premises") hereby declares:

1. I have vacated the Premises as of _____, _____ and voluntarily surrender possession of the Premises to **CS 393 LLC** ("Landlord").

2. The Premises is unoccupied and free of all other occupants, and there is no other person and/or entity having any rights to or claim against the Premises or in possession of the Premises.

3. I have removed all of my personal property from the Premises and agree that any property remaining in the Premises is deemed abandoned and may be removed and/or discarded by Landlord without liability.

4. I acknowledge that I have received the Buyout Payment and Security Deposit in accordance with the terms of the Buyout/Surrender Agreement dated _____, _____ (as such terms are defined in the Buyout/Surrender Agreement).

5. I release and discharge the Landlord, its predecessors and successors in interest, including all shareholders, assigns, partners, principals, officers, agents, directors and any other person or entity which may now or hereafter have a direct or indirect equitable or beneficial interest in the Premises, from any liability or responsibilities to me, and from any claims or damages which I may have in connection with the Premises or arising out of my occupancy thereof, including without limitation any claims that I have vacated the Premises by other than voluntary surrender of possession.

6. I withdraw any complaint or claim relating to the Premises which I may have filed with any government agency or court (including without limitation DHCR), and have provided Landlord with all documentation that Landlord required (in Landlord's reasonable discretion) in order to effectuate such withdrawal.

Surrender Accepted

By: _____

Date: _____

Exhibit "B"

393 West End Avenue
Apartment No. ____
New York, New York 10024

Date: _____, _____

New York State Division of Housing
and Community Renewal
Gertz Plaza
93-31 Union Hall Street
Jamaica, New York 11433

Re:	Docket No.:
Premises:	393 West End Avenue, New York, New York 10024
Apartment:	
Tenant:	_____

Dear Sir or Madam:

I am the Tenant who filed the above-referenced Complaint.

I hereby withdraw the above-referenced complaint with prejudice.

The basis for the withdrawal is a negotiated settlement with the Landlord. I have received substantial consideration for this withdrawal.

Kindly issue an order dismissing this proceeding.

Very truly yours,

CERTIFICATION OF SPONSOR AND PRINCIPALS

**PART 23 CERTIFICATION OF SPONSOR AND PRINCIPALS
CONCERNING THE OFFERING PLAN**

New York State Department of Law
Real Estate Finance Bureau
28 Liberty Street
New York, New York, 10005

Re: Condominium Offering Plan
393 West End Avenue Condominium
393 West End Avenue
New York, New York 10024

We are the sponsor and the principals of 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 23 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where we:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

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

SPONSOR:

CS 393 LLC



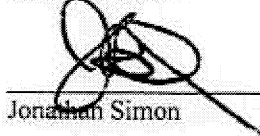
By: _____

Name: Matthew Baron

Title: Member

PRINCIPALS OF SPONSOR:

Matthew Baron



Jonathan Simon

Severally sworn to before me
this 1 day of July, 2020



Notary Public

ANDREW L. TILL
Notary Public, State of New York
Registration #01TI6077946
Qualified In New York County
Commission Expires July 22, 2022

CERTIFICATION OF ARCHITECT

PART 23: CERTIFICATION OF ENGINEER OR ARCHITECT

New York State Department of Law
 Real Estate Finance Bureau
 28 Liberty Street
 New York, New York, 10005

Re: Condominium Offering Plan
 393 West End Avenue Condominium
 393 West End Avenue
New York, New York 10024

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report disclosing the condition of the property (the "Report"). We visually inspected the property at 393 West End Avenue on June 06, 2019 and July 1, 2020 and prepared the Report dated July 1, 2020 a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

We are a registered architect 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 Department of Law in Part 23 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; and

- (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 representation 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.

CETRARUDDY ARCHITECTURE D.P.C.

By: 
 Name: JOHN A. CETRA, FAIA
 Title: Architect

I certify under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct.
 Executed on July 16, 2020.

Sworn to before me this
 16 day of July, 2020

(Architect's Seal)

 Notary Public

CERTIFICATION OF BUDGET EXPERT



PART 23: CERTIFICATION BY EXPERT AS TO
ADEQUACY OF CONDOMINIUM BUDGET

May 20, 2020

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

Re: Condominium Offering Plan
393 West End Avenue Condominium
393 West End Avenue
New York, New York 10024

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

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

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

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

We certify that the Schedules:

- (i) set forth in detail the projected income and expenses for the first year of condominium operation;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
- (iii) do not omit any material fact;
- (iv) do not contain any untrue statement of a material fact;

- (v) do not contain any fraud, deception, concealment or suppression;
- (vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) do not contain any representation or statement which is false, where 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 or 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

20 day of May 2020



Notary Public

ALISSA S WOLFSON
 Notary Public-State of New York
 No. 01WO6384502
 Qualified in New York County
 Commission Expires December 10, 2022

GENERAL BUSINESS LAW SECTION 352-eeee

§352-eeee. Conversions to cooperative or condominium ownership in the city of New York.

1. As used in this section, the following words and terms shall have the following meanings:

(a) “Plan.” Every offering statement or prospectus submitted to the Department of Law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) “Non-eviction plan.” A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building a group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the Attorney General accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) “Eviction plan.” A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the Attorney General (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) “Purchaser under the plan.” A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) “Non-purchasing tenant.” A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) “Eligible senior citizens.” Non-purchasing tenants who are sixty-two years of age or older on the date the Attorney General has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the plan for filing, on forms promulgated by the Attorney General spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the plan for the filing, on forms promulgated by the Attorney General and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

(g) “Eligible disabled persons.” Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques and which are expected to be permanent and which prevent the tenant

from engaging in any substantial gainful employment on the date the Attorney General has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the Attorney General has accepted the plan for filing, on forms promulgated by the Attorney General and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The Attorney General shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the Attorney General stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the Attorney General for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the Attorney General accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy: provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the Attorney General shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments

during the period of their occupancy. In determining comparability, consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the Attorney General stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the Attorney General a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the Attorney General (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use of occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the Attorney General within thirty days of the receipt of the election forms for a determination by the Attorney General of such person's eligibility. The Attorney General shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the Attorney General shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the Attorney General becomes final.

(vii) After the issuance of the letter from the Attorney General stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the Attorney General a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the Attorney General who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the Attorney General accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the Attorney General, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The Attorney General finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the Department of Law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the Department of Law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the

normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the Department of Law.

(f) The Attorney General finds that, following the submission of the offering statement or prospectus to the Department of Law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the Department of Law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (viii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the Department of Law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the Department of Law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the Department of Law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall provide to non-purchasing tenants all services and facilities required by Law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by Law on a non-discriminatory basis.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The Attorney General may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. The use and enjoyment of the amenities may be extended to any tenants of Unit Owners provided that such tenants pay to the Condominium a monthly "amenities usage" fee, in such amount as may be determined by the Condominium Board.

6. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

7. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

8. The provisions of this section shall only be applicable in the city of New York.

REAL PROPERTY LAW SECTION 339-kk

NEW YORK REAL PROPERTY LAW § 339-kk

§ 339-kk. Rents.

(a) For the purposes of this section, “non-occupying owner” shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the Common Charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for Common Charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers have been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for Common Charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association’s claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner’s position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

§HISTORY: Add, L 1998, ch 422, § 3, eff July 22, 1998 (see 1998 note below).

EDITOR’S NOTES:

Laws 1998, ch 422, §§ 4, 5, eff July 22, 1998, provide as follows:

§ 4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

§5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

LOCAL LAW 70 – RESERVE FUND LAW

LOCAL LAW 70 – RESERVE FUND LAW

§§ 26-701 – 26-708

§ 26-701 Application.

The provisions of this chapter shall apply to conversions from rental to cooperative or condominium status of a building or a group of buildings or a development for which a plan must be filed with the state Department of Law pursuant to section three hundred fifty-two-eeee of the General Business Law.

§ 26-702 Definitions.

As used in this chapter the following words shall mean:

- a. “Building” any building, group of buildings or development.
- b. “Total price” (1) with respect to cooperative conversions, the number of all shares in the offering multiplied by the last price per share which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made; (2) with respect to condominium conversions, the sum of the cost of all units in the offering at the last price which was offered to tenants in occupancy prior to the effective date of the plan regardless of number of sales made.
- c. “Capital replacement” a building-wide replacement of a major component of any of the following systems:
 - (1) elevator;
 - (2) heating, ventilation and air conditioning;
 - (3) plumbing;
 - (4) wiring;
 - (5) window; or, a major structural replacement to the building; provided, however, that replacements made to cure code violations of record shall not be included.
- d. “Offeror” the offeror, his or her nominees, assignees and successors in interest.

§ 26-703 Establishment of reserve fund.

a. Within thirty days after the closing of a conversion pursuant to an offering plan the offeror shall establish and transfer to the cooperative corporation or condominium board of managers, a reserve fund to be used exclusively for making capital repairs, replacements and improvements necessary for the health and safety of the residents of such buildings. Such reserve fund shall be exclusive of any other funds required to be reserved under the plan or applicable law or regulation of the state Attorney General, except a fund for capital repairs, replacements and improvements substantially similar in purpose to and in an amount not less than the reserve fund mandated by this section. Such reserve fund also shall be exclusive of any working capital fund and shall not be subject to reduction for closing apportionments.

b. Such fund shall be established in an amount equal to either:

(i) three percent of the total price or, (ii) (A) three percent of the actual sales price of all cooperative shares or condominium units sold by the offeror at the time the plan is declared effective,

provided, however, that if such amount is less than one percent of the total price, then the fund shall be established as a minimum of one percent of the total price; plus (B) supplemental contributions to be made by the offeror at a rate of three percent of the actual sales price of cooperative shares or condominium units for each unit or its allocable shares held by the offeror and sold to bona fide purchasers subsequent to the effective date of the plan and within five years of the closing of the conversion pursuant to such plan notwithstanding that the total amount contributed may exceed three percent of the total price; and provided, further, that if five years from thirty days after the closing of the conversion pursuant to such plan the total contributions by the offeror to the fund are less than three percent of the total price the offeror shall pay the difference between the amount contributed and three percent of the total price. Supplemental contributions shall be made within thirty days of each sale.

c. The contributions required pursuant to this section may be made earlier or in an amount greater than so provided. An offeror may claim and receive credit against the mandatory initial contribution to the reserve fund for the actual cost of capital replacements which he or she has begun after the plan is submitted for filing to the state Department of Law and before the plan is declared effective; provided, however, that any such replacements must be set forth in the plan together with their actual or estimated costs and further provided, that such credit shall not exceed the lesser of the actual cost of the capital replacements or one percent of the total price.

d. Any building, construction of which was completed within three years prior to the closing of a conversion pursuant to an offering plan, shall be exempt from the requirements of this section.

§ 26-704 Report on status of reserve fund.

The cooperative corporation or condominium board of managers shall report to shareholders and unit owners on a semi-annual basis with respect to all deposits into and withdrawals from the reserve fund mandated by section 26-703 of this chapter.

§ 26-705 Posting of violations.

The offeror, not later than the thirtieth day following the acceptance of a plan for filing by the state Department of Law pursuant to section three hundred fifty-two-eeee of the General Business Law and until the closing of the conversion pursuant to such plan, shall post and maintain in a prominent place, accessible to all tenants in each building covered by the plan, a listing of all violations of record against such buildings as determined by the Buildings Department and the Department of Housing Preservation and Development. All newly issued violations shall be posted within forty-eight hours of their issuance and maintained as described above. The offeror may satisfy the requirements of this section by designating an agent on the premises with whom such listing shall be made available for inspection by the tenants.

§ 26-706 Report on condition of premises.

Where, pursuant to law or regulation of the state Attorney General, an offeror is required to file a report with the state Department of Law describing the condition of the physical aspects of the premises to be converted and the surrounding neighborhood, a copy of such report shall be submitted simultaneously to the commissioner of buildings.

§ 26-707 No Waiver of rights.

Any provision purporting to waive the provisions of this chapter in any contract to purchase or agreement between an offeror and the cooperative corporation or the condominium board of managers pursuant to a conversion plan shall be void as against public policy.

§ 26-708 Criminal and civil penalties; enforcement.

a. Except as otherwise provided in subdivision b of this section, any person who knowingly violates or assists in the violation of any section of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than one hundred nor more than one thousand dollars. Except as otherwise provided in subdivision b of this section, any person who violates or assists in the violation of any section of this chapter shall be subject to a civil penalty of one hundred dollars per day per unit for each day that a building is not in compliance with the provisions of such sections; provided, however, that such civil penalty shall not exceed one thousand dollars per unit.

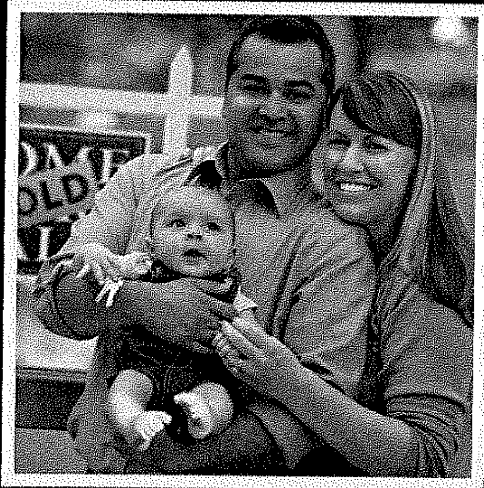
b. Any person who knowingly violates or assists in the violation of section 26-703 of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than two times the amount required to be reserved by section 26-703 of this chapter which was not so reserved. Any person who violates or assist in the violation of section 26-703 of this chapter shall also be subject to a civil penalty of one thousand dollars per day for each day that the reserve fund required by section 26-703 of this chapter is not established; provided, however, that such civil penalty shall not exceed the amount required to be reserved pursuant to section 26-703 of this chapter.

c. In addition, any other action or proceeding in any court of competent jurisdiction that may be appropriate or necessary for the enforcement of the provisions of this chapter may be brought in the name of the city, including actions to secure permanent injunctions enjoining any acts or practices which constitute a violation of any provision of this chapter, mandating compliance with the provisions of this chapter or for such other relief as may be appropriate. In any such action or proceeding the city may apply to any court of competent jurisdiction or to a judge or justice thereof, for a temporary restraining order or preliminary injunction enjoining and restraining all persons from violating any provision of this chapter, mandating compliance with the provisions of this chapter, or for such other relief as may be appropriate, until the hearing and determination of such action or proceeding and the entry of final judgment or order therein. The court, or judge or justice thereof, to whom such application is made, is hereby authorized forthwith to make any or all of the orders above specified, as may be required in such application, with or without notice, and to make such other or further orders or directions as may be necessary to render the same effectual. No undertaking shall be required as a condition of the granting or issuing of such order, or by reason thereof.

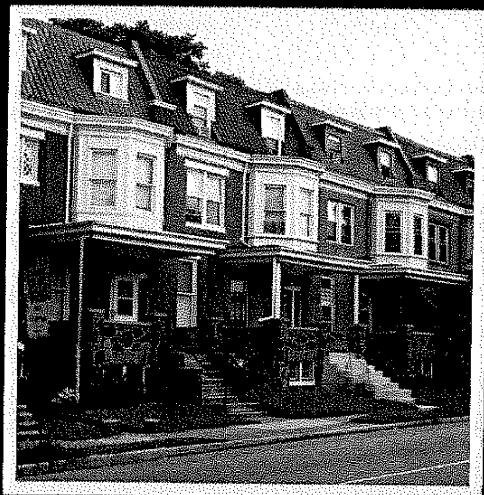
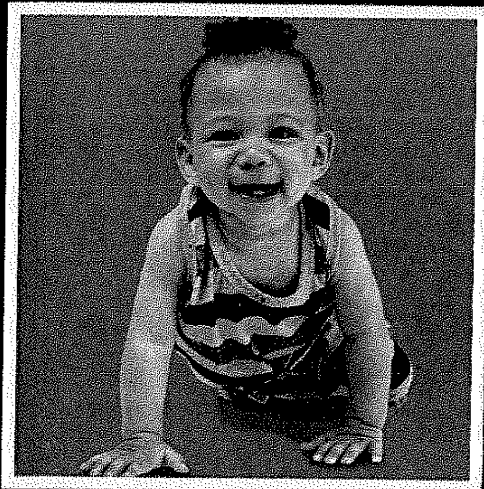
d. Nothing contained in this section shall impair any rights, remedies or causes of action accrued or accruing to purchasers of cooperative shares or condominium units.

e. The Department of Housing Preservation and Development is empowered to enforce the provisions of this chapter.

PROTECTING YOUR FAMILY FROM LEAD IN YOUR HOME



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

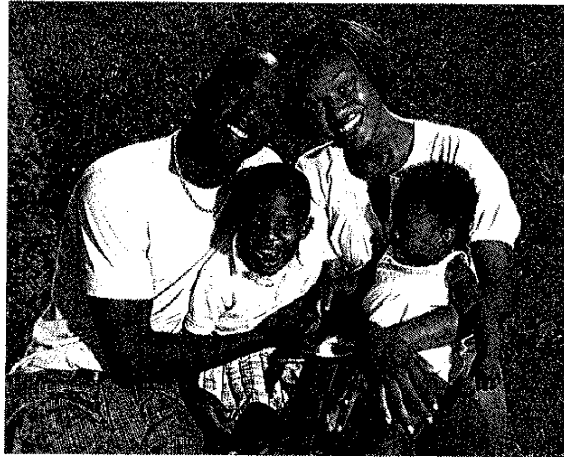
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

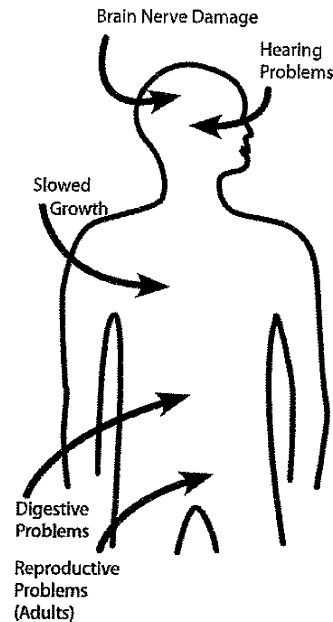
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

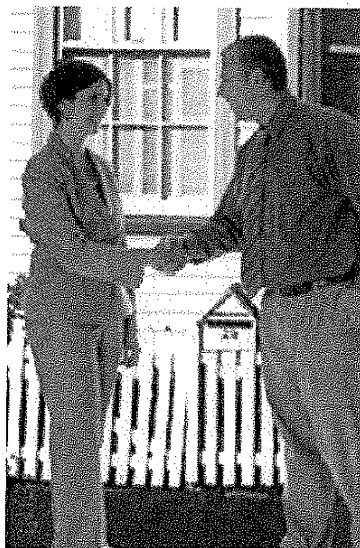
What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

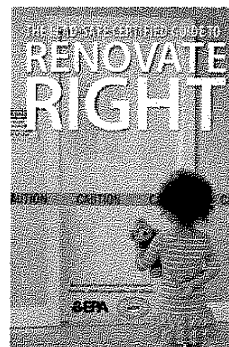
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 * Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

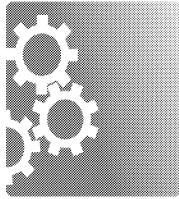
EPA-747-K-12-001
June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

RESERVE FUND STUDY



STRATEGIC INSPECTIONS

RESERVE FUND STUDY



393 West End Avenue Condominium
393 West End Avenue
New York, New York 10024

Prepared by:
Strategic Inspections
45 West 34th Street, Suite 1001
New York, New York 10001

September 30, 2019

888-459-9555

Strategic Inspections
45 West 34th Street, Suite 1001 • New York, NY 10001
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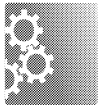
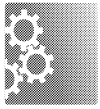


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1.0 EXECUTIVE SUMMARY

Strategic Inspections, LLC performed a reserve study for the 393 West End Avenue (hereinafter "property") located at 393 West End Avenue New York, New York 10024. The property has 88 units and multiple model types. The reserve study is for the fiscal year starting January 1, 2020 and ending December 31, 2020.

The subject property consists of one tower constructed in 1927 with 16 stories above grade and a basement level. It was reported that the building is currently operating as a rental building. The property currently consists of a total of eighty-eight (88) residential rental units.

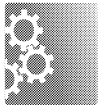
Reportedly, the residential rental units will be converted into condominium units. The scope of this report is limited to assessing the common residential elements for the future condominium association and is limited to the information provided to Strategic Inspections at the time of the writing of this report. Strategic Inspections has made assumptions regarding common amenities for a building of this age and in this location, as stated herein. It was reported that the majority of the common finishes will be replaced. It was also reported that the elevator cabs will be upgraded. SI has also assumed that all HVAC equipment will remain as is.

Building amenities currently or will include mailboxes, an entry intercom system, a fire alarm system, two passenger elevators to the residential units, one service elevator, a security camera system, a fitness room, yoga room, multi-purpose room, children's room, and tenant storage.

There are currently no ASTM, Fannie Mae, or FHA reserve study standards. The closest standards to review are ASTM E 2018-08 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 Strategic Inspections' guidelines for reserve studies.

Strategic Inspections' 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 Strategic Inspections' guidelines. As such, some items with an estimated useful life greater than thirty years are not included in this report at this time. Yearly 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.



As per New York Local Law 70, the Sponsor is required to establish a Reserve Fund in the amount of 3% of the Total Offering within five years of the first closing (adjusted to reflect the amount of Capital Improvements made by Sponsor). Three percent of the total offering is projected to be approximately \$7,738,881. It was reported that the sponsor will provide \$2,159,600 in capital improvements during the conversion, which is less than the allowed 1% reimbursements. Therefore, \$5,579,281 will be included as a reserve fund starting balance for this study.

Due to the relatively high Local Law 70 contribution, annual contribution for the initial year of this reserve study is \$5,000, or \$417 on a monthly basis. The contributions should remain constant for the first ten years. The contribution should increase to \$54,950 in year eleven, increase to \$137,375 in year twelve, then continue to increase by 10%, yearly, for the remaining years of the 30-year term of the study.

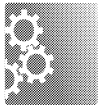
As of January 1, 2020, the estimated reserve fund balance is assumed to be \$5,579,281. The estimated current replacement cost of the reserve items is \$5,233,461, and with an annual compounded inflation rate of 2.33% the future replacement cost is \$7,537,303.

The operating budget should be adjusted to include a line item to cover the 1st year's recommended reserve amount of \$5,000 or \$5 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 one to 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 Reality 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 effect the cost and useful life assumptions used in this study. Specifically, inevitable market fluctuations and unexpected wear on materials can occur. Therefore, this study is only valid for one year and should be updated every one to 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

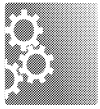
Relevant definitions include:

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 reserves 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 393 West End Avenue Development, which includes an on-site assessment.

The following documents were made available to review during the course of our study:

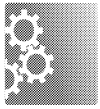
- Condominium Offering Plan for 393 West End Avenue Condominium
- An Excel spreadsheet titled: Pages form 393 WEA Requisition December 2016, containing cost for work performed during 2016.

5.0 BUILDING EVALUATION

A site inspection of the subject property was performed on May 15, 2019 by David A. Pertuit, Jr., P.E. The property superintendent, Mr. Joey Sengun, and Ms. Maeve Ives accompanied Mr. Pertuit during the site inspection.

The common areas of the building were visually inspected including the exterior, the rooftops, the interior corridors, and the basement level including the mechanical and electrical equipment. In addition, the interior of one unit was also observed.

Subsequent to our inspection, it was reported that during the conversion, the sponsor will replace the corridor carpet, wallpaper, and light fixture; upgrade the lobby; upgrade the elevator cabs; and upgrade the amenity and common are finishes.



Structure

The description of the structural and foundation systems is based on the site inspection and information from the Description of Property included in the aforementioned Offering Plan only.

The building was reported to have steel superstructure with reinforced concrete slabs founded on spread footings supported on soil or rock. The building's foundation and structural systems are typical for a mid-rise building in this area of this age.

The structural and foundation systems of the building appeared to be in good condition for a building of this age and type. No capital expenditures are anticipated for the structural and foundation systems during the reserve period.

Exterior and Roof

The exterior of the building is brick masonry with limestone and terra cotta ornamentation. The windows are metal-framed double hung windows with two panes of glass. The entrance doors are currently metal-framed doors with glass panels. It was reported that the windows and entrance doors were replaced in 2016. The original masonry walls are in good to fair condition. The last Local Law 11 Cycle 8 facade inspection was in October 2018 with a SWARMP (Safe With A Repair and Maintenance Program) designation. We have included cost for future New York Local Law 11 inspections and repairs during the reserve period.

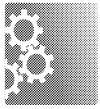
The low-slope roof areas on the building are covered with a liquid applied roof system. The roof surface was reported to have been installed in 2016 and was observed to be in good condition. However, a penthouse structure will be added that will cover approximately 75% of the roof area. Therefore, approximately 75% of the roof will be new after the conversion. Based on the expected useful life of 20 years for this type of roofing system, replacement of the roof surface is anticipated during the reserve period.

The awning at the entrance was in fair condition. It was reported that the awning will be replaced during the renovations. Future replacement of the awning is anticipated during the reserve period.

Mechanical, Electrical and Plumbing

Currently the residential units, lobby, and amenity spaces of the building are cooled by variable refrigerant flow (VRF) split type individual electric heat pump units and fan coil units. Corridors accessing residential units are heated and cooled using two rooftop package unit. It should be noted that the VRF condenser units are shared between residential units, therefore, it is assumed that the cost for eventual replacement will be considered a condominium common expense. The individual fan coil units within each apartment will be the responsibility of the respective apartment owner and not included in this study.

There is one 200-hp, gas-fired steam boiler located in the basement. The steam boiler was observed to be in fair condition and was installed in 1972 and modified in 2014 with a new



burner. Based on expected useful life, replacement of the boiler is anticipated during the reserve period.

There are multiple ventilation fans for the kitchen and bathroom vent risers that are located on the rooftop. The fans were observed to be in good condition, and most were reported to be approximately three (3) years old. Based on expected useful life, replacement of these fans should be anticipated during the reserve period.

Domestic hot water is provided to the building by two hot water boilers and four 119-gallon indirect water heaters located in the cellar. The boilers and heaters were reported to have been installed in 2016 and appeared to be in good condition. Based on expected useful life, replacement is anticipated during the reserve period.

Domestic water is provided to the building from the municipal supply system where it is pumped to a wood tank on the roof by a three fill pumps. These pumps were reported to have been installed in 2016 and were observed to be in good condition. The tank was reported to be approximately 12 years old. Based on the expected useful life, replacement of the pumps and tank is anticipated during the reserve period.

The domestic water distribution system piping, where visible, appeared to be in good condition. Routine maintenance is anticipated during the reserve period.

The electrical service to the building comes into the electrical room on the basement of the building. The 2,000-amp, 120/208-volt electrical service was upgraded in 2016. Routine maintenance is anticipated during the reserve period.

It has been reported that the common area lighting on the interior of the building will be replaced during the renovation work. Based on expected useful life, we have included an allowance for future replacements of the light fixtures in the reserve study.

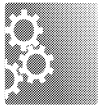
Interior

The lobby floors are terrazzo, the walls and the ceilings are painted. The common corridor floors are carpeted, the walls are covered with wallpaper, and the ceilings are painted. The mechanical rooms have painted floors, walls, and ceilings.

It was reported that, all finishes will be new when the future conversion is completed. Based on expected useful life, future repainting of these areas and replacement of the carpet and wallpaper will be required during the reserve period.

Amenities

The building has two passenger elevators, and one service elevator in the basement. The two of the passenger elevators had the controller replaced in 2001. Reportedly, the elevators cabs and machinery will be upgraded during the renovations. Based on expected useful life, future upgrades to the elevator machinery, controllers, and cabs are anticipated during the reserve period.



There is a doorman/concierge desk and sitting area in the lobby. Based on expected useful life, replacement of the desk is anticipated during the reserve period.

There is a multi-purpose room located in the building. The multi-purpose room has upscale furnishings with carpet flooring, painted walls, and tiled ceiling. The multi-purpose room furniture, fixtures, and equipment (FF&E) are approximately three years old, however, it was reported that all furnishings will be upgraded during the renovations. Based on expected useful life, replacement of the lounge FF&E and finishes is anticipated during the reserve period.

There is a fitness center located on the cellar floor of the building. The fitness center floor has rubber flooring the walls are painted and the ceiling is tiled. The finishes and equipment were observed to be in good condition. However, it was reported that all equipment will be upgraded during the renovations. Based on expected useful life, replacement of the equipment and finishes is anticipated during the reserve period.

There is a children's room located in the cellar. The children's room has typical furnishings with carpet flooring, painted walls, and tiled ceiling. Based on expected useful life, replacement of the finishes and furnishings is anticipated during the reserve period.

There is a rooftop garden terrace, on the roof of the building. The terrace has concrete pavers covering the roof membrane below and is furnished with upscale outdoor furniture and landscaping. It was reported that this area will be removed to make room for the addition of a penthouse structure.

There is a fire sprinkler system that covers the building. There is a fire alarm system throughout the building with an alarm panel. Based on expected useful life, we anticipate replacement of the fire alarm panel and upgrades to the alarm system during the reserve period.

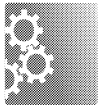
A laundry room is located on the cellar floor. The equipment is leased, and the association will not be responsible for maintenance and replacement. As a result, no reserves have been provided for this equipment.

The trash compactor in the building was reportedly approximately 13 years old and it was assumed that the compactor would not be replaced again during the renovation. As a result, based on the expected useful life, replacement has been anticipated during the reserve period.

6.0 ASSUMPTIONS

The study is based upon the following financial assumptions:

- Annual Contribution Increase - Varies
- Interest Earned - 1.00%
- Inflation on Reserve Items - 2.33%



7.0 SUMMARY OF RESULTS

As per New York Local Law 70, the Sponsor is required to establish a Reserve Fund in the amount of 3% of the Total Offering within five years of the first closing (adjusted to reflect the amount of Capital Improvements made by Sponsor). Three percent of the total offering is projected to be approximately \$7,738,881. It was reported that the sponsor will provide \$2,159,600 in capital improvements during the conversion, which is less than the allowed 1% reimbursements. Therefore, \$5,579,281 will be included as a reserve fund starting balance for this study.

Due to the relatively high Local Law 70 contribution, annual contribution for the initial year of this reserve study is \$5,000, or \$417 on a monthly basis. The contributions should remain constant for the first ten years. The contribution should increase to \$54,950 in year eleven, increase to \$137,375 in year twelve, then continue to increase by 10%, yearly, for the remaining years of the 30-year term of the study.

As of January 1, 2020, the estimated reserve fund balance is assumed to be \$5,579,281. The estimated current replacement cost of the reserve items is \$5,233,461, and with an annual compounded inflation rate of 2.33% the future replacement cost is \$7,537,303.

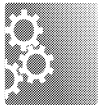
8.0 FUNDING PLAN

As per Fannie Mae Selling Guide, Announcement SEL-2010-16, dated December 1, 2010:

- *The project budget must contain line items for reserves to adequately support the costs identified in the reserve study and a utility contingency of at least 10% of the previous year's utility cost if the utilities are not separately metered.*
- *Funds to cover the total cost of any items identified in the reserve study or engineer's report that need to be replaced within five years from the date of the reserve study must be deposited in the homeowners' association reserve account, in addition to the amount of the utility contingency as stated above.*

As per HUD/FHA Condominium Project Approval and Processing Guide, dated June 30, 2011:

- *Converted, non-gut rehabilitation condominium project conversions must have a current (defined as no more than 24 months old) reserve study prepared by a qualified, independent professional company, accompanied by an engineer's report, or functional equivalent, must comment favorably on the structural integrity of the project and the remaining useful life of the major project components.*
- *The budget must include allocations/line items to ensure sufficient funds are available to maintain and preserve all amenities and features unique to the condominium project.*



- *The budget must provide for funding of replacement reserves for capital expenditures and deferred maintenance in an account representing at least ten (10) percent of the budget.*
- *The budget must provide adequate funding for insurance coverage and deductible.*
- *The budget must show funds are deposited in the HOA's reserve account to cover the total cost of any items identified in the reserve study or engineer's report that need to be replaced within five years from the date of the study.*

Therefore, in order to meet the reserve portion of these guidelines, the reserve fund must be pre-funded with \$819,050.33 which is the total cost of all items that require replacing within the first five years of this study. This amount will be funded with the aforementioned Local Law 70 contribution.

The operating budget should be adjusted to include a line item to cover the 1st year's recommended reserve amount of \$5,000 or \$5 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 and the site visit performed. This reserve study is a budgetary tool and no implication is made as to its uses as an engineering study.

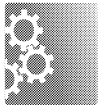
This report does not render an opinion on un-evaluated portions of the project. We did not evaluate the following areas, and this report makes no representations or conclusions regarding:

- 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 framing. 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.

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 R.S. Means 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.

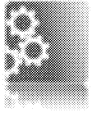
Attached please find a projected reserve fund analysis for non-annual repair/replacement items. This projection takes into consideration a reasonable return on invested money and inflation. Please review this thoroughly and advise us of any changes that may be necessary.

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,

A handwritten signature in dark ink, reading "David A. Pertuit, Jr." The signature is fluid and cursive, with a large, stylized 'P' and 'J'.

David A. Pertuit, Jr., P.E.
Director of Technical Operations
Strategic Inspections, LLC.



STRATEGIC INSPECTIONS, LLC

Appendix A: RESERVE FUND ANALYSIS

1086
393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Property - Definition

Property Information

Property	393 West End Avenue	Initial Date	January 1, 2016
Address	393 West End Avenue	Analysis Date	January 1, 2020
City	New York	Number of Phases	1
State	New York	Number of Units	88
Zip	10024	Number of Models	1
Phone		Current Cost	\$ 5,233,461.29

Item Parameters

Common Area	54
Unit Parameters	0
Unit Expanded	0

Financial Parameters

Rate of Inflation	2.33 %	Loan/Special Assessment	No
Rate of Investment	1.00 %	Deferred Expenditures	No
Contribution Factor	0.00 %	Tax Rate	N/A
Adjustment Factor	0.00 %		
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	Feet

393 West End Avenue Condominium

1087
Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Financial - Analysis Summary

Global Factors

Rate of Inflation	2.33 %
Net Rate of Investment	1.00 %
Weighted Average Life	16:05 YY:MM
Contribution Factor	0.00 %
Adjustment Factor	0.00 %
Contingency Factor	0.00 %
Contingency Time	0:00 YY:MM

Replacement Costs

Current Cost	\$	5,233,461.29
Future Cost	\$	7,537,302.55

Fund Balances

Current Balance	\$	5,579,281.00
Future Balance	\$	6,574,641.87

Funds Required

Funds Required	\$	962,660.68
Monthly Contribution	\$	416.67

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Summary

Category	Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Amenities									
	ADA elevator 2 stops	1/2036	\$ 25,000.00	1 EA	\$ 25,000	20:00	20:00	16:00	\$ 36,281
	Children's Room Furnishings	1/2026	40.00	360 SF	14,400	10:00	10:00	6:00	16,558
	Commercial refrigerator	1/2036	4,800.00	1 EA	4,800	20:00	20:00	16:00	6,966
	Common Area Restroom	1/2031	4,500.00	3 EA	13,500	15:00	15:00	11:00	17,439
	Elevator Cabs	1/2035	70,000.00	1 LS	70,000	15:00	15:00	15:00	99,251
	Elevator controller	1/2040	20,000.00	3 EA	60,000	20:00	20:00	20:00	95,573
	Elevator Machinery Upgrade	12/2049	175,000.00	3 LS	525,000	30:00	30:00	29:11	1,053,402
	Elevator shaftway doors	1/2045	3,000.00	54 EA	162,000	25:00	25:00	25:00	289,898
	Fitness Equipment - Cardio	1/2030	5,000.00	8 Piece	40,000	10:00	10:00	10:00	50,483
	Fitness Equipment - Strength	1/2030	3,000.00	5 Piece	15,000	10:00	10:00	10:00	18,931
	Lobby Furnishings	1/2032	40.00	616 SF	24,640	12:00	12:00	12:00	32,580
	Lounge furnishings	1/2035	45.00	1,080 SF	48,600	15:00	15:00	15:00	68,908
	Mailboxes	1/2036	75.00	88 EA	6,600	20:00	20:00	16:00	9,578
	Security Camera System	1/2031	500.00	25 Camera	12,500	15:00	15:00	11:00	16,147
	Trash Compactor	1/2027	24,000.00	1 EA	24,000	20:00	20:00	7:00	28,247
					\$ 1,046,040				\$ 1,840,249
Building Exterior									
	Canopy - Repair/Replace	1/2035	\$ 150.00	150 SF	\$ 22,500	15:00	15:00	15:00	\$ 31,902
	Exterior Caulking and Sealants	1/2028	50,000.00	1 LS	50,000	10:00	10:00	8:00	60,234
	Exterior Light - Misc.	1/2026	250.00	10 EA	2,500	10:00	10:00	6:00	2,874
	Facade Repairs (Allowance)	1/2023	500,000.00	1 LS	500,000	10:00	10:00	3:00	536,164
	Glass Entrance Doors	1/2041	54,000.00	1 LS	54,000	25:00	25:00	21:00	88,041
	Roof Pavers and Railings	1/2036	227,675.00	1 LS	227,675	20:00	20:00	16:00	330,417
	Single Ply Roof Covering	1/36 - 1/40	12.00	4,700 SF	56,400	20:00	20:00	19:00	87,842
	Windows	1/2041	11,400.00	88 Unit	1,003,200	25:00	25:00	21:00	1,635,617
					\$ 1,916,275				\$ 2,773,094
Building Interior									

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Summary

Category	Reserve Item	Replace		Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
		Date								
Building Interior										
	Amenity Finishes	1/2030		\$ 50,000.00	1 LS	\$ 50,000	10:00	10:00	10:00	\$ 63,104
	Common Area Upgrades	1/2030		100,000.00	1 LA	100,000	10:00	10:00	10:00	126,209
	Corridor Carpet	1/2028		95,000.00	1 LS	95,000	8:00	8:00	8:00	114,445
	Corridor Wall Covering	1/2030		75,000.00	1 LS	75,000	10:00	10:00	10:00	94,657
	Intercom System	1/2035		10,000.00	1 EA	10,000	15:00	15:00	15:00	14,178
	Lobby Upgrade	1/2030		250,000.00	1 LS	250,000	10:00	10:00	10:00	315,524
	Paint Stairs	1/2030		500.00	18 Floor	9,000	10:00	10:00	10:00	11,358
	Super's Office Upgrades	1/2031		5,000.00	1 LS	5,000	15:00	15:00	11:00	6,459
						\$ 594,000				\$ 745,937
Mechanical										
	Air Cooled Condenser Unit - 2-Ton	1/2031		\$ 3,090.00	1 EA	\$ 3,090	15:00	15:00	11:00	\$ 3,991
	Boiler, cast iron, hot water, 750 MBH	1/2041		34,182.30	2 EA	68,364	25:00	25:00	21:00	111,461
	Boiler, fire tube, 200 H.P.	1/2023		241,305.60	1 EA	241,305	40:00	51:00	3:00	258,758
	Corridor Lighting	1/2045		25,000.00	1 LS	25,000	25:00	25:00	25:00	44,737
	Duplex sump pumps	1/2036		5,314.00	1 EA	5,314	20:00	20:00	16:00	7,712
	DX Fan Coil - 2-Ton	1/2036		1,270.00	1 EA	1,270	20:00	20:00	16:00	1,843
	Fans, roof mounted	1/2036		1,156.59	3 EA	3,469	20:00	20:00	16:00	5,035
	Fans, utility set	1/2036		3,431.45	1 EA	3,431	20:00	20:00	16:00	4,979
	Gas Booster Pump	1/2031		2,400.00	1 EA	2,400	15:00	15:00	11:00	3,100
	Heat Exchanger	1/2036		25,000.00	2 EA	50,000	20:00	20:00	16:00	72,563
	Hot Water Circulation Pump	1/2031		2,500.00	5 EA	12,500	15:00	15:00	11:00	16,147
	Indirect Water Heater 119-gallon	1/2031		4,500.00	4 EA	18,000	15:00	15:00	11:00	23,252
	Inline Exhaust Fan	1/2036		3,186.00	1 EA	3,186	20:00	20:00	16:00	4,623
	Pump, in-line, 7.5 H.P.	1/2036		9,041.58	3 EA	27,124	20:00	20:00	16:00	39,365
	RTU, single zone, 6-ton	1/2036		25,017.88	1 EA	25,017	20:00	20:00	16:00	36,307
	RTU, single zone, 7.5-ton	1/2036		28,853.25	1 EA	28,853	20:00	20:00	16:00	41,873
	Vacuum Skid	1/2031		44,000.00	1 EA	44,000	20:00	20:00	11:00	56,840

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393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Summary

Category	Reserve Item	Replace		Basis Cost	Quantity	Current Cost	Est		Adj		Rem	
		Date	Life				Life	Life	Life	Life	Life	Future Cost
Mechanical	VRV Condenser - 10-Ton	1/2031		\$ 35,000.00	18 EA	\$ 630,000	15:00		15:00		11:00	\$ 813,846
	VRV Condenser - 6-Ton	1/2031		28,000.00	14 EA	392,000	15:00		15:00		11:00	506,393
	VRV Fan Coil - Ceil Concealed - 5-Ton	1/2036		6,350.00	4 EA	25,400	20:00		20:00		16:00	36,862
	Water Storage Tank	1/2033		20,000.00	1 EA	20,000	25:00		25:00		13:00	27,067
						\$ 1,629,727						
Other	Fire Alarm Panel	1/2031		\$ 12,219.00	1 EA	\$ 12,219	15:00		15:00		11:00	\$ 15,784
	Fire Alarm System	1/2031		400.00	88 Unit	35,200	15:00		15:00		11:00	45,472
						\$ 47,419						\$ 61,256
						\$ 5,233,461						\$ 7,537,302

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393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
ADA elevator 2 stops		01/01/2036	\$ 25,000.00	1 EA	\$ 25,000	20:00	20:00	16:00	\$ 36,281
					\$ 25,000				\$ 36,281
Air Cooled Condenser Unit - 2-Ton Trash Room		01/01/2031	\$ 3,090.00	1 EA	\$ 3,090	15:00	15:00	11:00	\$ 3,991
					\$ 3,090				\$ 3,991
Amenity Finishes		01/01/2030	\$ 50,000.00	1 LS	\$ 50,000	10:00	10:00	10:00	\$ 63,104
					\$ 50,000				\$ 63,104
Boiler, cast iron, hot water, 750 MBH Dom HW		01/01/2041	\$ 34,182.30	2 EA	\$ 68,364	25:00	25:00	21:00	\$ 111,461
					\$ 68,364				\$ 111,461
Boiler, fire tube, 200 H.P.		01/01/2023	\$ 241,305.60	1 EA	\$ 241,305	40:00	51:00	3:00	\$ 258,758
					\$ 241,305				\$ 258,758
Canopy - Repair/Replace		01/01/2035	\$ 150.00	150 SF	\$ 22,500	15:00	15:00	15:00	\$ 31,902
					\$ 22,500				\$ 31,902
Children's Room Furnishings		01/01/2026	\$ 40.00	360 SF	\$ 14,400	10:00	10:00	6:00	\$ 16,558
					\$ 14,400				\$ 16,558
Common Area Upgrades		01/01/2030	\$ 100,000.00	1 LA	\$ 100,000	10:00	10:00	10:00	\$ 126,209
					\$ 100,000				\$ 126,209
Commercial refrigerator		01/01/2036	\$ 4,800.00	1 EA	\$ 4,800	20:00	20:00	16:00	\$ 6,966

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Common Area Restroom					\$ 4,800				\$ 6,966
		01/01/2031	\$ 4,500.00	3 EA	\$ 13,500 \$ 13,500	15:00	15:00	11:00	\$ 17,439 \$ 17,439
Corridor Carpet		01/01/2028	\$ 95,000.00	1 LS	\$ 95,000 \$ 95,000	8:00	8:00	8:00	\$ 114,445 \$ 114,445
Corridor Lighting		01/01/2045	\$ 25,000.00	1 LS	\$ 25,000 \$ 25,000	25:00	25:00	25:00	\$ 44,737 \$ 44,737
Corridor Wall Covering		01/01/2030	\$ 75,000.00	1 LS	\$ 75,000 \$ 75,000	10:00	10:00	10:00	\$ 94,657 \$ 94,657
Duplex sump pumps		01/01/2036	\$ 5,314.00	1 EA	\$ 5,314 \$ 5,314	20:00	20:00	16:00	\$ 7,712 \$ 7,712
DX Fan Coil - 2-Ton	Trash Room	01/01/2036	\$ 1,270.00	1 EA	\$ 1,270 \$ 1,270	20:00	20:00	16:00	\$ 1,843 \$ 1,843
Elevator Cabs		01/01/2035	\$ 70,000.00	1 LS	\$ 70,000 \$ 70,000	15:00	15:00	15:00	\$ 99,251 \$ 99,251
Elevator controller		01/01/2040	\$ 20,000.00	2 EA	\$ 40,000	20:00	20:00	20:00	\$ 63,715
	Service	01/01/2040	20,000.00	1 EA	20,000	20:00	20:00	20:00	31,857

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Elevator Machinery Upgrade	Service	12/01/2049	\$ 175,000.00	1 LS	\$ 175,000	30:00	30:00	29:11	\$ 95,573
		12/01/2049	175,000.00	2 LS	350,000	30:00	30:00	29:11	\$ 351,134
Elevator shaftway doors		01/01/2045	\$ 3,000.00	54 EA	\$ 525,000	25:00	25:00		702,268
		01/01/2028	\$ 50,000.00	1 LS	\$ 162,000	10:00	10:00	8:00	\$ 1,053,402
Exterior Caulking and Sealants		01/01/2026	\$ 250.00	10 EA	\$ 2,500	10:00	10:00	6:00	\$ 289,898
		01/01/2023	\$ 500,000.00	1 LS	\$ 500,000	10:00	10:00	3:00	\$ 60,234
Exterior Light - Misc.		01/01/2036	\$ 1,156.59	3 EA	\$ 3,469	20:00	20:00	16:00	\$ 60,234
		01/01/2031	\$ 12,219.00	1 EA	\$ 12,219	15:00	15:00	11:00	\$ 2,874
Façade Repairs (Allowance)		01/01/2036	\$ 3,431.45	1 EA	\$ 3,431	20:00	20:00	16:00	\$ 536,164
		01/01/2031	\$ 12,219.00	1 EA	\$ 12,219	15:00	15:00	11:00	\$ 536,164
Fans, roof mounted		01/01/2036	\$ 1,156.59	3 EA	\$ 3,469	20:00	20:00	16:00	\$ 536,164
		01/01/2031	\$ 12,219.00	1 EA	\$ 12,219	15:00	15:00	11:00	\$ 536,164
Fans, utility set		01/01/2036	\$ 3,431.45	1 EA	\$ 3,431	20:00	20:00	16:00	\$ 5,035
		01/01/2031	\$ 12,219.00	1 EA	\$ 12,219	15:00	15:00	11:00	\$ 5,035
Fire Alarm Panel		01/01/2036	\$ 3,431.45	1 EA	\$ 3,431	20:00	20:00	16:00	\$ 4,979
		01/01/2031	\$ 12,219.00	1 EA	\$ 12,219	15:00	15:00	11:00	\$ 4,979

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

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					\$ 12,219				\$ 15,784
		01/01/2031	\$ 400.00	88 Unit	\$ 35,200	15:00	15:00	11:00	\$ 45,472
					\$ 35,200				\$ 45,472
Fitness Equipment - Cardio									
		01/01/2030	\$ 5,000.00	8 Piece	\$ 40,000	10:00	10:00	10:00	\$ 50,483
					\$ 40,000				\$ 50,483
Fitness Equipment - Strength									
		01/01/2030	\$ 3,000.00	5 Piece	\$ 15,000	10:00	10:00	10:00	\$ 18,931
					\$ 15,000				\$ 18,931
Gas Booster Pump									
		01/01/2031	\$ 2,400.00	1 EA	\$ 2,400	15:00	15:00	11:00	\$ 3,100
					\$ 2,400				\$ 3,100
Glass Entrance Doors									
		01/01/2041	\$ 54,000.00	1 LS	\$ 54,000	25:00	25:00	21:00	\$ 88,041
					\$ 54,000				\$ 88,041
Heat Exchanger									
		01/01/2036	\$ 25,000.00	2 EA	\$ 50,000	20:00	20:00	16:00	\$ 72,563
					\$ 50,000				\$ 72,563
Hot Water Circulation Pump									
		01/01/2031	\$ 2,500.00	5 EA	\$ 12,500	15:00	15:00	11:00	\$ 16,147
					\$ 12,500				\$ 16,147
Indirect Water Heater 119 gallon									
		01/01/2031	\$ 4,500.00	4 EA	\$ 18,000	15:00	15:00	11:00	\$ 23,252
					\$ 18,000				\$ 23,252

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Inline Exhaust Fan	Laundry	01/01/2036	\$ 3,186.00	1 EA	\$ 3,186	20:00	20:00	16:00	\$ 4,623
					\$ 3,186				\$ 4,623
Intercom System		01/01/2035	\$ 10,000.00	1 EA	\$ 10,000	15:00	15:00	15:00	\$ 14,178
					\$ 10,000				\$ 14,178
Lobby Furnishings		01/01/2032	\$ 40.00	616 SF	\$ 24,640	12:00	12:00	12:00	\$ 32,580
					\$ 24,640				\$ 32,580
Lobby Upgrade		01/01/2030	\$ 250,000.00	1 LS	\$ 250,000	10:00	10:00	10:00	\$ 315,524
					\$ 250,000				\$ 315,524
Lounge furnishings		01/01/2035	\$ 45.00	1,080 SF	\$ 48,600	15:00	15:00	15:00	\$ 68,908
					\$ 48,600				\$ 68,908
Mailboxes		01/01/2036	\$ 75.00	88 EA	\$ 6,600	20:00	20:00	16:00	\$ 9,578
					\$ 6,600				\$ 9,578
Paint Stairs		01/01/2030	\$ 500.00	18 Floor	\$ 9,000	10:00	10:00	10:00	\$ 11,358
					\$ 9,000				\$ 11,358
Pump, in-line, 7.5 H.P.		01/01/2036	\$ 9,041.58	3 EA	\$ 27,124	20:00	20:00	16:00	\$ 39,365
					\$ 27,124				\$ 39,365
Roof Pavers and Railings	Roof Deck	01/01/2036	\$ 227,675.00	1 LS	\$ 227,675	20:00	20:00	16:00	\$ 330,417

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
RTU, single zone, 6 ton					\$ 227,675				\$ 330,417
RTU, single zone, 7.5 ton		01/01/2036	\$ 25,017.88	1 EA	\$ 25,017	20:00	20:00	16:00	\$ 36,307
					\$ 25,017				\$ 36,307
Security Camera System		01/01/2036	\$ 28,853.25	1 EA	\$ 28,853	20:00	20:00	16:00	\$ 41,873
					\$ 28,853				\$ 41,873
Single Ply Roof Covering	Original	01/01/2031	\$ 500.00	25 Camera	\$ 12,500	15:00	15:00	11:00	\$ 16,147
					\$ 12,500				\$ 16,147
New Penthouse		01/01/2036	\$ 12.00	1,175 SF	\$ 14,100	20:00	20:00	16:00	\$ 20,462
					42,300				67,379
Super's Office Upgrades		01/01/2040	12.00	3,525 SF	\$ 56,400	20:00	20:00	20:00	\$ 87,842
Trash Compactor		01/01/2031	\$ 5,000.00	1 LS	\$ 5,000	15:00	15:00	11:00	\$ 6,459
					\$ 5,000				\$ 6,459
Vacuum Skid		01/01/2027	\$ 24,000.00	1 EA	\$ 24,000	20:00	20:00	7:00	\$ 28,247
					\$ 24,000				\$ 28,247
VRV Condenser - 10-Ton		01/01/2031	\$ 44,000.00	1 EA	\$ 44,000	20:00	20:00	11:00	\$ 56,840
					\$ 44,000				\$ 56,840
Shared B/W Apts		01/01/2031	\$ 35,000.00	16 EA	\$ 560,000	15:00	15:00	11:00	\$ 723,418

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

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									
	Gym & Children's	01/01/2031	\$ 35,000.00	1 EA	\$ 35,000	15:00	15:00	11:00	\$ 45,213
	Lobby & Multi	01/01/2031	35,000.00	1 EA	35,000	15:00	15:00	11:00	45,213
					\$ 630,000				\$ 813,846
VRV Condenser - 6-Ton									
		01/01/2031	\$ 28,000.00	14 EA	\$ 392,000	15:00	15:00	11:00	\$ 506,393
					\$ 392,000				\$ 506,393
VRV Fan Coil - Ceil Concealed - 5-Ton									
	Gym & Children's	01/01/2036	\$ 6,350.00	2 EA	\$ 12,700	20:00	20:00	16:00	\$ 18,431
	Lobby & Multi	01/01/2036	6,350.00	2 EA	12,700	20:00	20:00	16:00	18,431
					\$ 25,400				\$ 36,862
Water Storage Tank									
		01/01/2033	\$ 20,000.00	1 EA	\$ 20,000	25:00	25:00	13:00	\$ 27,067
					\$ 20,000				\$ 27,067
Windows									
		01/01/2041	\$ 11,400.00	88 Unit	\$ 1,003,200	25:00	25:00	21:00	\$ 1,635,617
					\$ 1,003,200				\$ 1,635,617
					\$ 5,233,461				\$ 7,537,302

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Expenditures

Reserve Item	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ADA elevator 2 stops										
Air Cooled Condenser Unit - 2-Ton										
Amenity Finishes										
Boiler, cast iron, hot water, 750 MBH				258,758						
Boiler, fire tube, 200 H.P.										
Canopy - Repair/Replace							16,558			
Children's Room Furnishings										
Common Area Upgrades										
Commercial refrigerator										
Common Area Restroom										
Corridor Carpet									114,445	
Corridor Lighting										
Corridor Wall Covering										
Duplex sump pumps										
DX Fan Coil - 2-Ton										
Elevator Cabs										
Elevator controller										
Elevator Machinery Upgrade										
Elevator shaftway doors										
Exterior Caulking and Sealants									60,234	
Exterior Light - Misc.							2,874			
Façade Repairs (Allowance)				536,164						
Fans, roof mounted										
Fans, utility set										
Fire Alarm Panel										
Fire Alarm System										
Fitness Equipment - Cardio										
Fitness Equipment - Strength										
Gas Booster Pump										

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393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Expenditures

Reserve Item	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Glass Entrance Doors										
Heat Exchanger										
Hot Water Circulation Pump										
Indirect Water Heater 119 gallon										
Inline Exhaust Fan										
Intercom System										
Lobby Furnishings										
Lobby Upgrade										
Lounge furnishings										
Mailboxes										
Paint Stairs										
Pump, in-line, 7.5 H.P.										
Roof Pavers and Railings										
RTU, single zone, 6 ton										
RTU, single zone, 7.5 ton										
Security Camera System										
Single Ply Roof Covering										
Super's Office Upgrades										
Trash Compactor								28,247		
Vacuum Skid										
VRV Condenser - 10-Ton										
VRV Condenser - 6-Ton										
VRV Fan Coil - Ceil Concealed - 5-Ton										
Water Storage Tank										
Windows										
	\$ 0	\$ 0	\$ 0	\$ 794,922	\$ 0	\$ 0	\$ 19,433	\$ 28,247	\$ 174,679	\$ 0

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Expenditures

Reserve Item	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ADA elevator 2 stops							\$ 36,281			
Air Cooled Condenser Unit - 2-Ton		3,991								
Amenity Finishes	63,104									
Boiler, cast iron, hot water, 750 MBH										
Boiler, fire tube, 200 H.P.										
Canopy - Repair/Replace					31,902					
Children's Room Furnishings							20,898			
Common Area Upgrades	126,209									
Commercial refrigerator							6,966			
Common Area Restroom										
Corridor Carpet		17,439					137,870			
Corridor Lighting										
Corridor Wall Covering	94,657									
Duplex sump pumps							7,712			
DX Fan Coil - 2-Ton							1,843			
Elevator Cabs						99,251				
Elevator controller										
Elevator Machinery Upgrade										
Elevator shaftway doors										
Exterior Caulking and Sealants									76,021	
Exterior Light - Misc.										
Façade Repairs (Allowance)				676,690			3,628			
Fans, roof mounted										
Fans, utility set							5,035			
Fire Alarm Panel		15,784					4,979			
Fire Alarm System		45,472								
Fitness Equipment - Cardio	50,483									
Fitness Equipment - Strength	18,931									
Gas Booster Pump		3,100								

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393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Expenditures

Reserve Item	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Glass Entrance Doors										
Heat Exchanger		16,147					72,563			
Hot Water Circulation Pump		23,252								
Indirect Water Heater 119 gallon							4,623			
Inline Exhaust Fan						14,178				
Intercom System			32,580							
Lobby Furnishings										
Lobby Upgrade	315,524									
Lounge furnishings				68,908						
Mailboxes							9,578			
Paint Stairs	11,358									
Pump, in-line, 7.5 H.P.							39,365			
Roof Pavers and Railings							330,417			
RTU, single zone, 6 ton							36,307			
RTU, single zone, 7.5 ton							41,873			
Security Camera System		16,147								
Single Ply Roof Covering							20,462			
Super's Office Upgrades		6,459								
Trash Compactor										
Vacuum Skid		56,840								
VRV Condenser - 10-Ton		813,846								
VRV Condenser - 6-Ton		506,393								
VRV Fan Coil - Ceil Concealed - 5-Ton							36,862			
Water Storage Tank				27,067						
Windows										
	\$ 680,269	\$ 1,524,875	\$ 32,580	\$ 703,758	\$ 0	\$ 214,241	\$ 817,270	\$ 0	\$ 76,021	\$ 0

393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Expenditures

Reserve Item	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
ADA elevator 2 stops										
Air Cooled Condenser Unit - 2-Ton							5,659			
Amenity Finishes	79,644									
Boiler, cast iron, hot water, 750 MBH		111,461								
Boiler, fire tube, 200 H.P.										
Canopy - Repair/Replace										
Children's Room Furnishings							26,375			
Common Area Upgrades	159,288									
Commercial refrigerator										
Common Area Restroom							24,727			
Corridor Carpet					166,090					
Corridor Lighting					44,737					
Corridor Wall Covering	119,466									
Duplex sump pumps										
DX Fan Coil - 2-Ton										
Elevator Cabs										
Elevator controller	95,573									
Elevator Machinery Upgrade									1,053,402	
Elevator shaftway doors						289,898				
Exterior Caulking and Sealants									95,946	
Exterior Light - Misc.							4,579			
Façade Repairs (Allowance)				854,048						
Fans, roof mounted										
Fans, utility set										
Fire Alarm Panel							22,380			
Fire Alarm System							64,473			
Fitness Equipment - Cardio	63,715									
Fitness Equipment - Strength	23,893									
Gas Booster Pump							4,395			

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393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Expenditures

Reserve Item	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
Glass Entrance Doors		88,041								
Heat Exchanger										
Hot Water Circulation Pump							22,895			
Indirect Water Heater 119 gallon							32,969			
Inline Exhaust Fan										
Intercom System										
Lobby Furnishings					43,078					
Lobby Upgrade	398,221									
Lounge furnishings										
Mailboxes										
Paint Stairs	14,335									
Pump, in-line, 7.5 H.P.										
Roof Pavers and Railings										
RTU, single zone, 6 ton										
RTU, single zone, 7.5 ton							22,895			
Security Camera System										
Single Ply Roof Covering	67,379						9,158			
Super's Office Upgrades								44,994		
Trash Compactor										
Vacuum Skid										
VRV Condenser - 10-Ton							1,153,934			
VRV Condenser - 6-Ton							718,003			
VRV Fan Coil - Ceil Concealed - 5-Ton										
Water Storage Tank										
Windows										
	1,635,617									
	\$ 1,021,518	\$ 1,835,120	\$ 0	\$ 854,048	\$ 209,169	\$ 334,636	\$ 2,112,448	\$ 44,994	\$ 95,946	\$ 1,053,402

1104
393 West End Avenue Condominium
Analysis Date - January 1, 2020
 Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future
Cash Flow - Annual

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/20 - 12/20	\$ 5,579,281.00	\$ 5,000.04	\$ 56,074.31	\$ 0.00	\$ 5,640,355.35
01/21 - 12/21	5,640,355.35	5,000.04	56,687.85	0.00	5,702,043.24
01/22 - 12/22	5,702,043.24	5,000.04	57,307.57	0.00	5,764,350.85
01/23 - 12/23	5,764,350.85	5,000.04	50,282.02	794,922.94	5,024,709.97
01/24 - 12/24	5,024,709.97	5,000.04	50,503.12	0.00	5,080,213.13
01/25 - 12/25	5,080,213.13	5,000.04	51,060.69	0.00	5,136,273.86
01/26 - 12/26	5,136,273.86	5,000.04	51,436.84	19,433.11	5,173,277.63
01/27 - 12/27	5,173,277.63	5,000.04	51,723.72	28,247.24	5,201,754.15
01/28 - 12/28	5,201,754.15	5,000.04	50,600.32	174,679.53	5,082,674.98
01/29 - 12/29	5,082,674.98	5,000.04	51,085.42	0.00	5,138,760.44
	<u>\$ 5,579,281.00</u>	<u>\$ 50,000.40</u>	<u>\$ 526,761.86</u>	<u>\$ 1,017,282.82</u>	<u>\$ 5,138,760.44</u>

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/30 - 12/30	\$ 5,138,760.44	\$ 54,950.04	\$ 45,351.43	\$ 680,269.91	\$ 4,558,792.00
01/31 - 12/31	4,558,792.00	137,375.16	31,808.73	1,524,875.08	3,203,100.81
01/32 - 12/32	3,203,100.81	151,112.64	32,622.41	32,580.05	3,354,255.81
01/33 - 12/33	3,354,255.81	166,223.88	27,756.28	703,758.41	2,844,477.56
01/34 - 12/34	2,844,477.56	182,846.28	29,492.43	0.00	3,056,816.27
01/35 - 12/35	3,056,816.27	201,130.92	29,655.08	214,241.31	3,073,360.96
01/36 - 12/36	3,073,360.96	221,244.00	24,117.74	817,270.80	2,501,451.90
01/37 - 12/37	2,501,451.90	243,368.40	26,349.90	0.00	2,771,170.20
01/38 - 12/38	2,771,170.20	267,705.24	28,449.79	76,021.51	2,991,303.72
01/39 - 12/39	2,991,303.72	294,475.80	31,527.21	0.00	3,317,306.73
	<u>\$ 5,138,760.44</u>	<u>\$ 1,920,432.36</u>	<u>\$ 307,131.00</u>	<u>\$ 4,049,017.07</u>	<u>\$ 3,317,306.73</u>

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/40 - 12/40	\$ 3,317,306.73	\$ 323,923.32	\$ 25,117.31	\$ 1,021,518.52	\$ 2,644,828.84
01/41 - 12/41	2,644,828.84	356,315.64	10,692.77	1,835,120.90	1,176,716.35
01/42 - 12/42	1,176,716.35	391,947.24	13,786.73	0.00	1,582,450.32
01/43 - 12/43	1,582,450.32	431,142.00	9,838.66	854,048.94	1,169,382.04
01/44 - 12/44	1,169,382.04	474,256.08	12,112.46	209,169.52	1,446,581.06
01/45 - 12/45	1,446,581.06	521,681.76	13,927.35	334,636.15	1,647,554.02
01/46 - 12/46	1,647,554.02	573,849.96	615.47	2,112,448.78	109,570.67
01/47 - 12/47	109,570.67	631,234.92	3,833.09	44,994.66	699,644.02
01/48 - 12/48	699,644.02	694,358.40	9,587.05	95,946.47	1,307,643.00
01/49 - 12/49	1,307,643.00	763,794.24	16,527.79	1,053,402.57	1,034,562.46
	<u>\$ 3,317,306.73</u>	<u>\$ 5,162,503.56</u>	<u>\$ 116,038.68</u>	<u>\$ 7,561,286.51</u>	<u>\$ 1,034,562.46</u>

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393 West End Avenue Condominium

Analysis Date - January 1, 2020

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Cash Flow - Matrix

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Begin Balance	\$ 5,579,281	\$ 5,640,355	\$ 5,702,043	\$ 5,764,350	\$ 5,024,709	\$ 5,080,213	\$ 5,136,273	\$ 5,173,277	\$ 5,201,754	\$ 5,082,674
Contribution	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Average Per Unit	56	56	56	56	56	56	56	56	56	56
Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Interest	56,074	56,687	57,307	50,282	50,503	51,060	51,436	51,723	50,600	51,085
Less Expenditures	0	0	0	794,922	0	0	19,433	28,247	174,679	0
Ending Balance	\$ 5,640,355	\$ 5,702,043	\$ 5,764,350	\$ 5,024,709	\$ 5,080,213	\$ 5,136,273	\$ 5,173,277	\$ 5,201,754	\$ 5,082,674	\$ 5,138,760

	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Begin Balance	\$ 5,138,760	\$ 4,558,792	\$ 3,203,100	\$ 3,354,255	\$ 2,844,477	\$ 3,056,816	\$ 3,073,360	\$ 2,501,451	\$ 2,771,170	\$ 2,991,303
Contribution	54,950	137,375	151,112	166,223	182,846	201,130	221,244	243,368	267,705	294,475
Average Per Unit	624	1,561	1,717	1,888	2,077	2,285	2,514	2,765	3,042	3,346
Percent Change	998.99%	150.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	45,351	31,808	32,622	27,756	29,492	29,655	24,117	26,349	28,449	31,527
Less Expenditures	680,269	1,524,875	32,580	703,758	0	214,241	817,270	0	76,021	0
Ending Balance	\$ 4,558,792	\$ 3,203,100	\$ 3,354,255	\$ 2,844,477	\$ 3,056,816	\$ 3,073,360	\$ 2,501,451	\$ 2,771,170	\$ 2,991,303	\$ 3,317,306

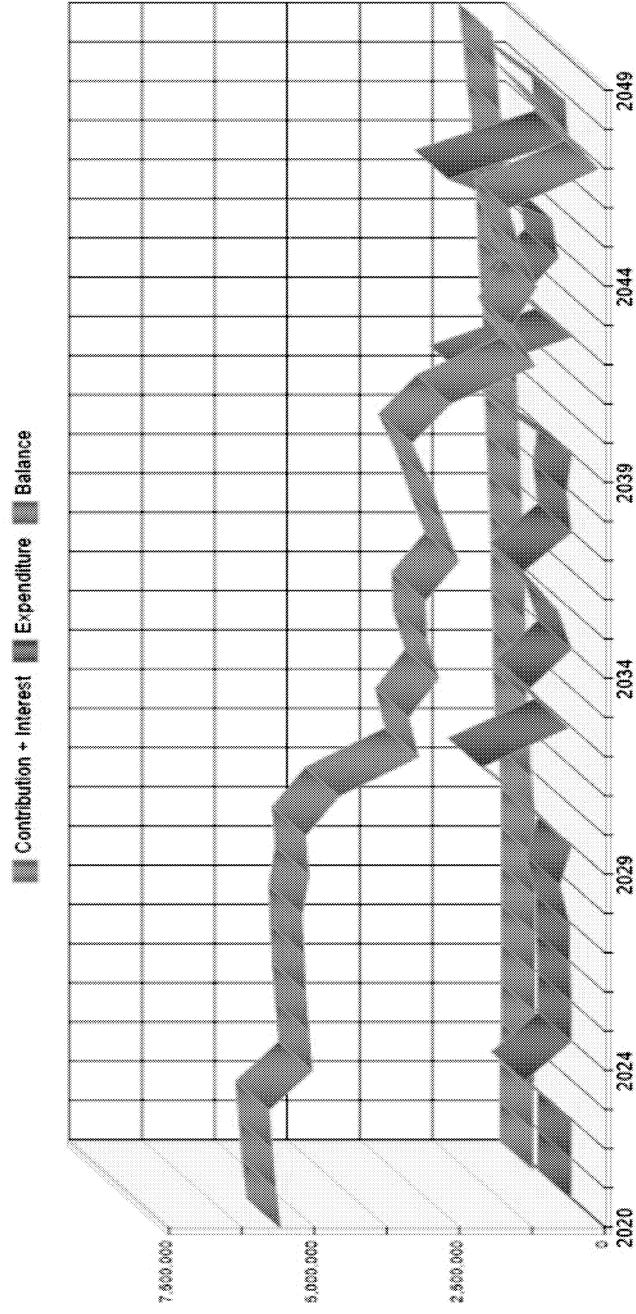
	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049
Begin Balance	\$ 3,317,306	\$ 2,644,828	\$ 1,176,716	\$ 1,582,450	\$ 1,169,382	\$ 1,446,581	\$ 1,647,554	\$ 109,570	\$ 699,644	\$ 1,307,643
Contribution	323,923	356,315	391,947	431,142	474,256	521,681	573,849	631,234	694,358	763,794
Average Per Unit	3,680	4,049	4,453	4,899	5,389	5,928	6,521	7,173	7,890	8,679
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	25,117	10,692	13,786	9,838	12,112	13,927	615	3,833	9,587	16,527
Less Expenditures	1,021,518	1,835,120	0	854,048	209,169	334,636	2,112,448	44,994	95,946	1,053,402
Ending Balance	\$ 2,644,828	\$ 1,176,716	\$ 1,582,450	\$ 1,169,382	\$ 1,446,581	\$ 1,647,554	\$ 109,570	\$ 699,644	\$ 1,307,643	\$ 1,034,562

393 West End Avenue Condominium

Analysis Date - January 1, 2020

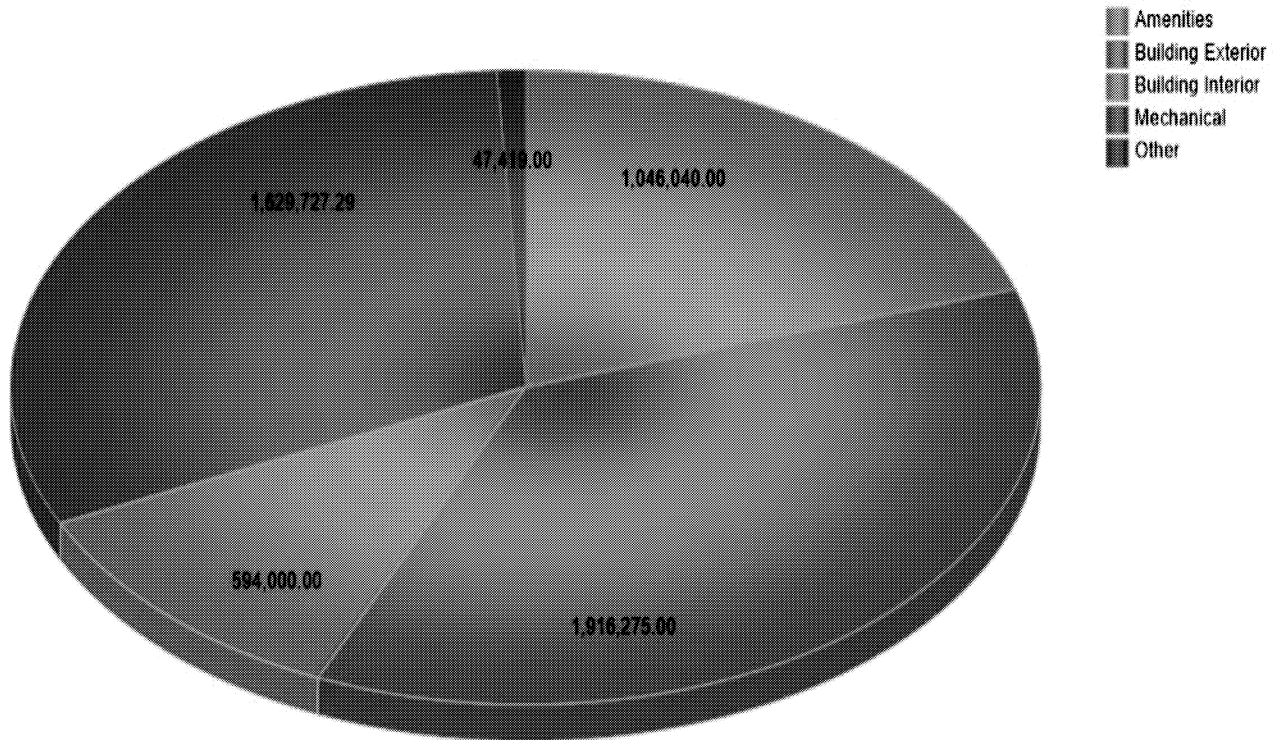
Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

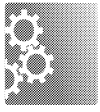
Cash Flow - Chart



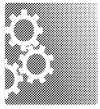
393 West End Avenue Condominium**Analysis Date - January 1, 2020**

Inflation:2.33% Investment:1.00% Contribution Factor:0.00% Calc:Future

Item Parameter - Category - Chart



Appendix B: PROFESSIONAL QUALIFICATIONS



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

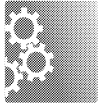
- Managed and designed the installation of multiple modules and deck extensions.
- Designed various appurtenances for multiple offshore platforms in the Gulf of Mexico.
- Designed various steel structures and reinforced concrete foundations for chemical and petrochemical plants.

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



STRATEGIC INSPECTIONS

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

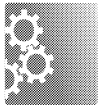
6/1998 – 11/2001

- 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.



Appendix C: PHOTOGRAPHS

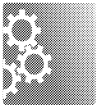


Photo #1: Exterior of building



Photo #2: Exterior of Building



Photo #3: Exterior of building



Photo #4: Entrance awning



Photo #5: Entrance doors



Photo #6: Typical windows

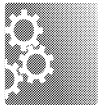


Photo #7: Roof covering



Photo #8: Terrace



Photo #9: VRF condenser units on roof



Photo #10: Typical RTU

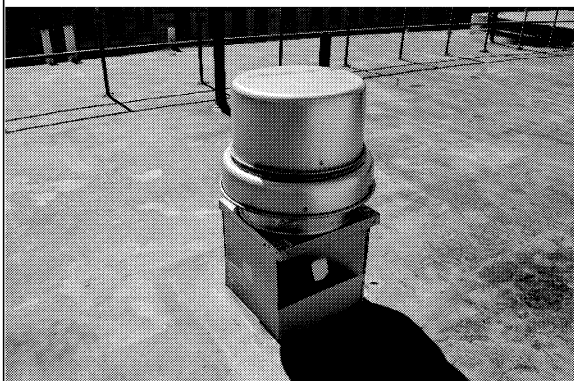


Photo #11: Typical rooftop fan

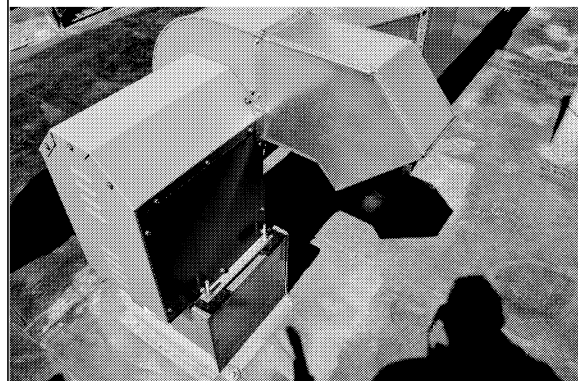


Photo #12: Typical utility set fan

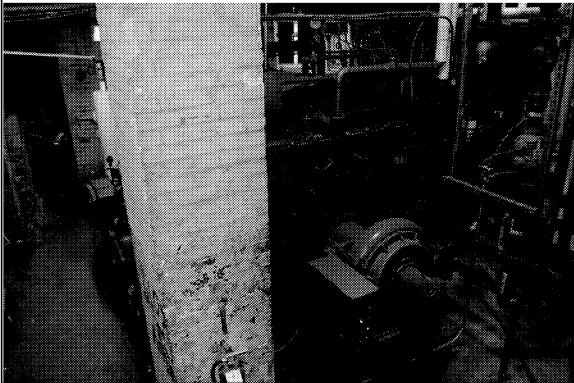
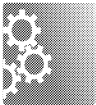


Photo #13: Steam boiler

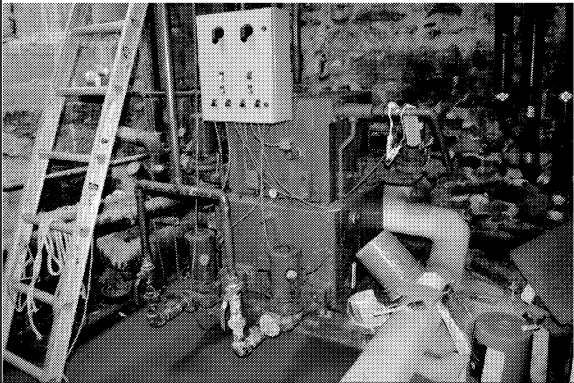


Photo #14: Vacuum pumps

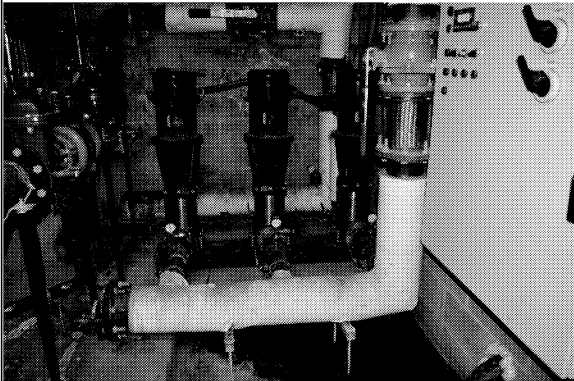


Photo #15: Domestic water tank fill pumps



Photo #16: Domestic water storage tank

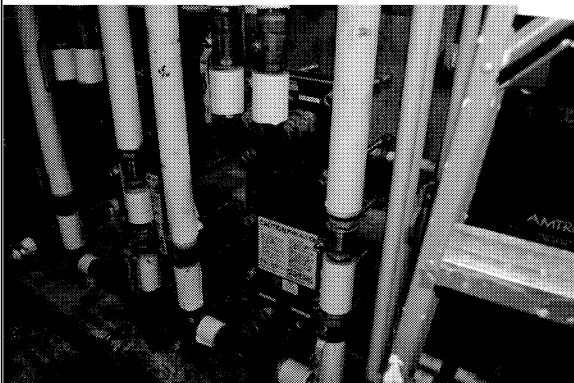


Photo #17: Typical heat exchanger

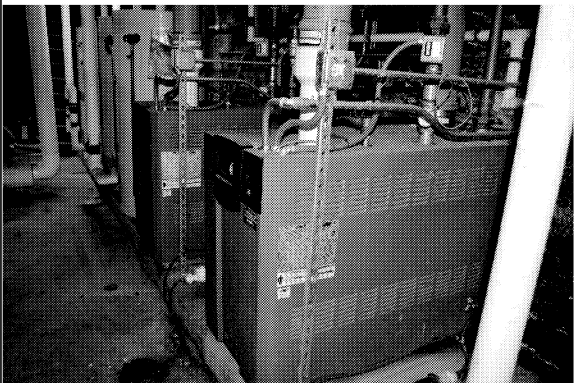


Photo #18: Domestic hot water boilers

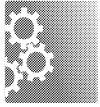


Photo #19: Indirect water heaters

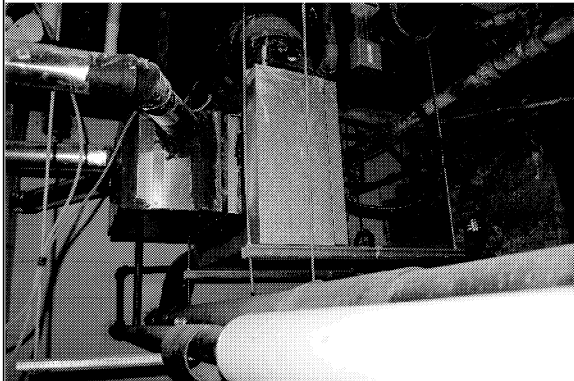


Photo #21: Inline fan



Photo #23: Fire alarm panel

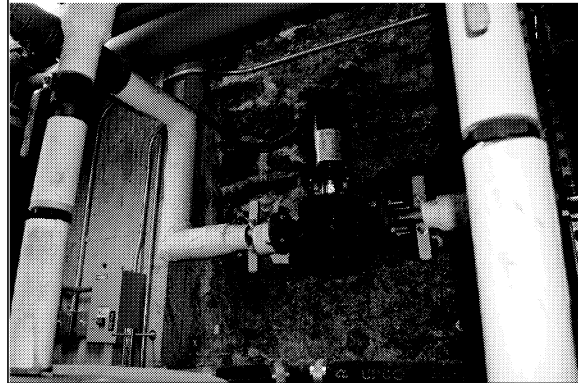


Photo #20: Typical hot water pump



Photo #22: Electrical system



Photo #24: Typical elevator machinery

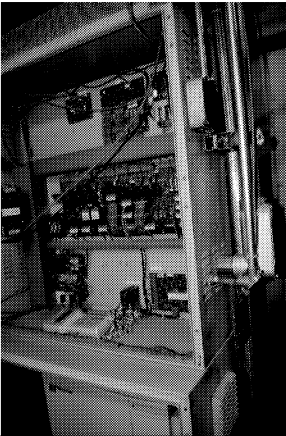
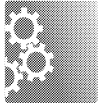


Photo #25: Passenger elevator controller

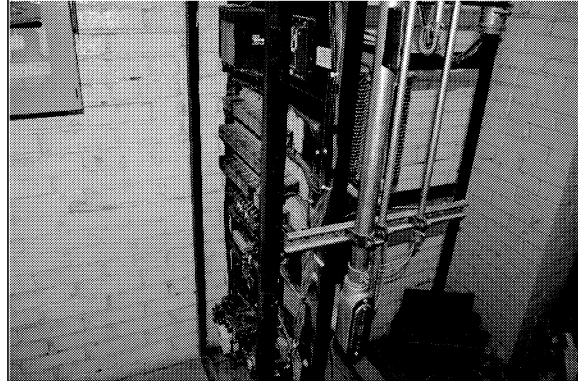


Photo #26: Service elevator controller



Photo #27: Amenity space condenser units



Photo #28: ADA lift in Lobby



Photo #29: Security cameras

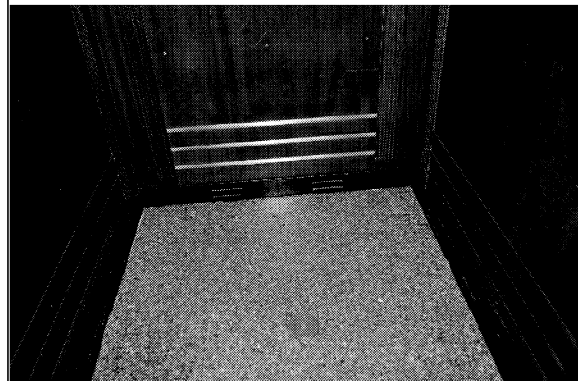


Photo #30: Elevator cab interior

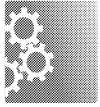


Photo #31: Elevator cab interior



Photo #32: Typical corridor



Photo #33: Children's room



Photo #34: Multi-purpose room



Photo #35: Gym

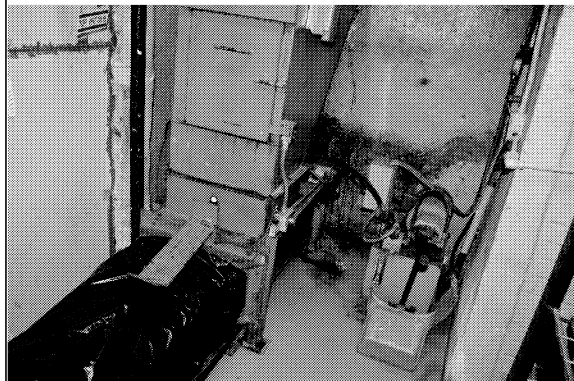


Photo #36: Trash compactor

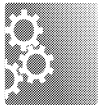


Photo
#37: Lobby



Photo
#38: Cold storage



Photo
#39: Mailroom



Photo
#40: Laundry room



Photo
#41: Typical renovated unit interior



Photo
#42: Typical renovated unit interior

NEW YORK CITY LOCAL LAW 1 OF 2004

**LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 2004**

No. 1

Introduced by Council Members Perkins, Lopez, Quinn, Reed, Boyland, Rivera, Brewer, Jackson, Liu, Yassky, Barron, Reyna, Clarke, Sanders Jr., Recchia Jr., Vann, Katz, Gerson, Gioia, Baez, DeBlasio, Serrano, Foster, Monserrate, Jennings Jr., Seabrook, Addabbo Jr., Moskowitz, Koppell, Martinez, Gonzalez, Espada Jr., Gentile, Avella, Comrie Jr., Weprin, Nelson, James, the Speaker (Council Member Miller) and the Public Advocate (Ms. Gotbaum).

A LOCAL LAW

To amend the administrative code of the city of New York, in relation to childhood lead poisoning prevention, including the avoidance and remediation of lead-based paint hazards in housing and day care facilities, the repeal of local law number 38 for the year 1999 and the repeal of subdivision h of section 27-2013 and section 27-2126 of such code.

Be it enacted by the Council as follows:

Section 1. This local law shall be known and may be cited as the New York City Childhood Lead Poisoning Prevention Act of 2003.

§2. Local law number 38 for the year 1999 is hereby REPEALED.

§3. Local Law number 1 for the year 1982 is hereby REPEALED.

§4. Local law number 50 for the year 1972 is hereby REPEALED.

§5. Subchapter 2 of chapter 2 of title 27 of the administrative code of the city of New York is amended by adding a new article 14 to read as follows:

Article 14

Lead Poisoning Prevention and Control

§27-2056.1 *Statement of Findings and Purposes.*

§27-2056.2 *Definitions.*

§27-2056.3 *Owners' Responsibility to Remediate.*

§27-2056.4 *Owners' Responsibility to Notify Occupants and Investigate.*

§27-2056.5 *Presumption.*

§27-2056.6 *Violation in a Dwelling Unit.*

§27-2056.7 *Audit and Inspection by Department following Commissioner's order to abate.*

§27-2056.8 *Violation in a Dwelling Unit Upon Turnover.*

§27-2056.9 *Department Inspections.*

§27-2056.10 *Department Implementation and Enforcement.*

§27-2056.11 *Work Practices.*

§27-2056.12 *Reporting.*

§27-2056.13 *Transmittal of Violations to the Department of Health and Mental Hygiene.*

§27-2056.14 *Request to the Department from the Department of Health and Mental Hygiene to Execute an Order Pursuant to § 17-147 of the Administrative Code.*

§27-2056.15 *Waiver of Benefit Void.*

§27-2056.16 *Exemption for Emergency Conditions.*

§27-2056.17 *Record Keeping Requirements.*

§27-2056.18 *Application of this article based on age of child.*

§27-2056.1 *Statement of findings and purposes. The council finds that lead poisoning from paint containing lead is a preventable childhood disease and a public health crisis. The council further finds that the hazard in*

dwelling that may occur from paint containing lead is subject to many factors, such as the age of a building and its maintenance. The Council also finds and declares that City government must focus on primary prevention as the essential tool to combat childhood lead poisoning and to achieve the goal of preventing children from suffering the adverse health and other effects of exposure to lead-based paint. The pursuit of primary prevention, which means eliminating lead hazards before children are exposed, has been recommended by the United States Centers for Disease Control and Prevention and promoted by leading experts in the field as a critical course of action to protect the health of young children. The Council, therefore, declares that resources must be directed to primary prevention, including identifying children who are most at risk.

The council recognizes that it cannot legislate a single maintenance standard for all dwellings to eliminate this hazard. Instead, the council by enacting this article makes it the responsibility of every owner of a multiple dwelling to investigate dwelling units for lead-based paint hazards and to address such hazards on a case-by-case basis as the conditions may warrant, taking such actions as are necessary to prevent a child from becoming lead poisoned. Having established this responsibility, the council finds that sufficient information exists to guide owners in making determinations about the existence of lead-based paint hazards. See, e.g., United States environmental protection agency, "Identification of Dangerous Levels of Lead; Final Rule" Federal Register, Vol. 66, No. 4 (January 5, 2001); United States department of housing and urban development, "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997).

The New York city department of health and mental hygiene has reported for the year 2001 that among children tested, 5,638 were newly identified with elevated blood lead levels of 10 micrograms per deciliter or above. The New York city department of health and mental hygiene has reported for the year 2001 that among children tested, 653 were newly identified at or above the department's environmental intervention blood lead level, which is a blood lead level equal to or exceeding 20 micrograms per deciliter in a single test or two reported blood lead levels between 15 and 19 micrograms per deciliter at least three months apart, and has also reported an overall incidence of 931 children tested with blood lead levels equal to or exceeding 20 micrograms per deciliter. When a child is identified with environmental intervention blood lead levels, the city is obligated to investigate potential sources of the lead poisoning, incurring the expense of an environmental investigation and often times also incurring the expense of medical treatment and remedial education, if necessary. The council finds that these blood lead levels among New York city children constitute a severe health crisis and has established as its goal the elimination of childhood lead poisoning by the year 2010.

In addition, the department of health and mental hygiene has reported for the year 2001 that only 29% of children in New York city are tested both at age one and age two for the disease of lead poisoning even though the testing of all children at age one and age two is mandatory under state law. The council finds that improved screening among these children is critical since children at these ages are at greatest risk for lead poisoning. The council declares that it is reasonable and necessary to increase the rate of blood-lead testing. This local law requires the department of health and mental hygiene to report to the council on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels.

The council further finds that the administration and enforcement of the City's lead poisoning prevention programs can be better coordinated. While it is intended that the department of housing preservation and development remain the agency responsible for the implementation and enforcement of this article, it is also intended that the department of health and mental hygiene shall have a significant role in the promulgation and interpretation of rules and in the development of necessary procedures pursuant to this article.

§27-2056.2 Definitions. Whenever used in this article the following terms shall have the following meanings:

(1) "Chewable surface" shall mean a protruding interior window sill in a dwelling unit in a multiple dwelling where a child of applicable age resides and which is readily accessible to such child. "Chewable surface" shall also mean any other type of interior edge or protrusion in a dwelling unit in a multiple dwelling, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where an occupant has notified the owner that a child of applicable age who resides in that multiple dwelling has mouthed or chewed such edge or protrusion.

(2) "Common area" shall mean a portion of a multiple dwelling that is not within a dwelling unit and is regularly used by occupants for access to and egress from any dwelling unit within such multiple dwelling.

(3) "Deteriorated subsurface" shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including, but not limited to, rotted or decayed wood, or wood or plaster that has been subject to moisture or disturbance.

(4) “Friction Surface” shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion and abrade, scrape, or bind when in relative motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

(5) “Impact Surface” shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated sudden force, such as certain parts of door frames, moldings, or baseboards.

(6) “Lead-based paint hazard” shall mean any condition in a dwelling or dwelling unit that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

(7) “Lead-based paint” shall mean paint or other similar surface coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” (June 1995, revised 1997) and the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5% of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

(8) “Lead-contaminated dust” shall mean dust containing lead at a mass per area concentration of 40 or more micrograms per square foot on a floor, 250 or more micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the department of health and mental hygiene.

(9) “Lead-contaminated dust clearance test” shall mean a test for lead-contaminated dust on floors, window wells, and window sills in a dwelling, that is made in accordance with section 27-2056.11 of this article.

(10) “Peeling” shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

(11) “Remediation” or “Remediate” shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead-based paint, or other method approved by the commissioner of health and mental hygiene.

(12) “Rule” or “rules” shall mean a rule or rules promulgated pursuant to section 1043 of the New York city charter.

(13) “Turnover” shall mean the occupancy of a dwelling unit subsequent to the termination of a tenancy and the vacatur by a prior tenant of such dwelling unit.

(14) “Underlying defect” shall mean a physical condition in a dwelling or dwelling unit that is causing or has caused paint to peel or a painted surface to deteriorate or fail, such as a structural or plumbing failure that allows water to intrude into a dwelling or dwelling unit.

(15) “Window” shall mean the non-glass parts of a window, including but not limited to any window sash, window well, window jamb, window sill, or window molding.

§27-2056.3 Owners' Responsibility to Remediate. The existence of a lead-based paint hazard in any multiple dwelling where a child of applicable age resides is hereby declared to constitute a condition dangerous to life and health. An owner shall take action to prevent the reasonably foreseeable occurrence of such a condition and shall expeditiously remediate such condition and any underlying defect, when such underlying defect exists, consistent with the work practices established pursuant to section 27-2056.11 of this article, except where lead-contaminated

dust is present in such multiple dwelling and the department of health and mental hygiene has made a determination pursuant to paragraph six of subdivision c of section 27-2056.10 of this article.

§27-2056.4. *Owners' Responsibility to Notify Occupants and to Investigate.* a. In any dwelling unit in a multiple dwelling erected prior to January first, nineteen hundred sixty where a child of applicable age resides, and in any dwelling unit in a multiple dwelling erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight where a child of applicable age resides and the owner has actual knowledge of the presence of lead-based paint, and in common areas of such multiple dwellings, the owner shall cause an investigation to be made for peeling paint, chewable surfaces, deteriorated subsurfaces, friction surfaces and impact surfaces. Such investigation shall be undertaken at least once a year and more often if necessary, such as when, in the exercise of reasonable care, an owner knows or should have known of a condition that is reasonably foreseeable to cause a lead-based paint hazard, or an occupant makes a complaint concerning a condition that is likely to cause a lead-based paint hazard or requests an inspection, or the department issues a notice of violation or orders the correction of a violation that is likely to cause a lead-based paint hazard. The owner shall ascertain whether a child resides therein pursuant to the requirements of this section.

b. No occupant in a dwelling unit in such multiple dwelling shall refuse or unreasonably fail to provide accurate and truthful information regarding the residency of a child of applicable age therein, nor shall an occupant refuse access to the owner at a reasonable time and upon reasonable prior notice to any part of the dwelling unit for the purpose of investigation and repair of lead-based paint hazards.

c. All leases offered to tenants or prospective tenants in such multiple dwellings must contain a notice, conspicuously set forth therein, which advises tenants of the obligations of the owner and tenant as set forth in this section. Such notice must be in a manner approved by the department, the content of which shall, at a minimum, be in English and Spanish. The owner of such multiple dwelling shall provide the occupant of such multiple dwelling with the pamphlet described in subdivision b of section 17-179 of this code.

d. (1) The owner of such a multiple dwelling shall provide to an occupant of a dwelling unit at the signing of a lease, including a renewal lease, if any, or upon any agreement to lease, or at the commencement of occupancy if there is no lease, a notice in English and Spanish, the form and content of which shall be approved by the department of health and mental hygiene, inquiring whether a child of applicable age resides or will reside therein. If there is a lease, such notice shall be included in such lease or be attached as a rider to such lease. Such notice shall be completed by the occupant at the time of such signing of a lease, including a renewal lease, if any, or such agreement to lease, or at such commencement of occupancy.

(2) Where an occupant has responded to the notice provided by the owner pursuant to paragraph one of subdivision d of this section by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to subdivision e of this section during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead-contaminated dust.

e. (1) Each year, an owner of a multiple dwelling erected prior to January first, nineteen hundred sixty shall, no earlier than January first and no later than January sixteenth, except as provided for in subparagraph iii of paragraph two of this subdivision, present to the occupant of each dwelling unit in such multiple dwelling a notice inquiring as to whether a child of applicable age resides therein. Such notice, the form and content of which shall be approved by the department of health and mental hygiene, shall be presented as provided for in paragraph two of this subdivision, and shall be in English and Spanish.

(2) The owner may present the notice required by paragraph one of this subdivision by delivering said notice by any one of the following methods:

- (i) by first class mail, addressed to the occupant of the dwelling unit;
- (ii) by hand delivery to the occupant of the dwelling unit;
- (iii) by enclosure with the January rent bill, if such rent bill is delivered after December fifteenth but no later than January sixteenth; or
- (iv) by delivering said notice in conjunction with the annual notice required pursuant to section 17-123 of this code and the rules of the department of health and mental hygiene pertaining to the installation of window guards.

(3) (i) Upon receipt of such notice the occupant shall have the responsibility to deliver by February fifteenth of that year, a written response to the owner indicating whether or not a child of applicable age resides therein. If, subsequent to delivery of such notice, the owner does not receive such written response by February fifteenth, and does not otherwise have actual knowledge as to whether a child of applicable age resides therein, then the owner shall at reasonable times and upon reasonable notice inspect that occupant's dwelling unit to ascertain the residency of a child of applicable age and, when necessary, conduct an investigation in order to make that determination. Where, between February sixteenth and March first of that year, the owner has made reasonable attempts to gain access to a dwelling unit to determine if a child of applicable age resides in that dwelling unit and was unable to gain access, the owner shall notify the department of health and mental hygiene of that circumstance.

(ii) Where an occupant has responded to the notice provided by the owner pursuant to subparagraph (i) of this paragraph by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to this subdivision during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead contaminated dust.

(4) For calendar year two thousand four, an owner shall be deemed to have satisfied the provisions of paragraphs one through three of this subdivision if such owner delivers or has already delivered to each dwelling unit where a child under six years of age resides a notice identical or substantially similar to that required to have been delivered in calendar year two thousand three, (i) in the same manner as was required in calendar year two thousand three, and (ii) during the same periods of time in calendar year two thousand four as such notice was required to have been delivered during calendar year two thousand three.

f. The owner shall inform the occupant in writing of the results of an investigation undertaken pursuant to this section and shall provide a copy of any such report received or generated by an investigation. The owner shall retain a copy of each investigation report, for ten years from the date of such report and such report shall be made available to the department on request and shall be transferred by the owner to the owner's successor in title.

g. Any owner who violates the provisions of this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any violation of this section shall subject the owner to a civil penalty of not more than one thousand five hundred dollars per violation.

h. The department may, at its discretion, perform sample audits to determine compliance with the requirements of this section.

§27-2056.5 Presumption. a. In any multiple dwelling erected prior to January 1, 1960, it shall be presumed that the paint or other similar surface-coating material in any dwelling unit where a child of applicable age resides or in the common areas is lead-based paint. The presumption established by this section may be rebutted by the owner of the dwelling or dwelling unit by submitting to the department a sworn written statement by the owner supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the owner, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or any successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

b. The owner of a dwelling or a dwelling unit may apply to the department to have such dwelling or dwelling unit exempted from the presumption contained in subdivision a of this section when either (i) an inspection for lead-based paint in such dwelling or dwelling unit, performed in accordance with section 745.227 of title 40 of the code of federal regulations, or any successor regulation, has determined that there is no lead-based paint present in such dwelling or dwelling unit, or (ii) substantial alterations have been made to such dwelling or dwelling unit and such alterations have resulted in the removal or permanent covering of all lead-based paint in that dwelling or dwelling unit. The department shall by rule determine the requirements needed to qualify for such an exemption. Sections 27-2056.4, 27-2056.8 and 27-2056.9 of this article shall not apply to any dwelling or dwelling unit that has been granted an exemption by the department.

§27-2056.6 Violation in a Dwelling Unit. The existence of lead-based paint in any dwelling unit in a multiple dwelling where a child of applicable age resides shall constitute a class C immediately hazardous violation if such paint is peeling or is on a deteriorated subsurface.

§27-2056.7 Audit and inspection by department following commissioner's order to abate. a. When the department of health and mental hygiene issues a commissioner's order to abate pursuant to section 173.13 of the New York city health code or a successor rule that addresses lead-based paint hazards in a specific dwelling unit in a multiple dwelling, the department, within fifteen days of such order, shall notify the owner of the multiple dwelling where the dwelling unit is located that the owner shall, within forty-five days of the department's notice, provide to the department all records required to be maintained under this article. Upon the department's receipt of those records and a determination that there may exist uncorrected lead-based paint hazards in dwelling units where a child of applicable age resides, the department within ten days shall attempt to inspect such units to determine whether there are any violations of section 27-2056.6 of this article.

b. If the owner does not provide to the department the records as mandated by subdivision a of this section, the department shall within forty-five days of such failure attempt to inspect dwelling units where a child of applicable age resides to determine whether there are any violations of section 27-2056.6 of this article in such units.

c. The department is not required to undertake the procedures specified in this section in a particular multiple dwelling if it has done so in such building during the prior twelve month period.

d. Any owner who fails to comply with the provisions of this section in accordance with the rules of the department shall be liable for a class C immediately hazardous violation, and a civil penalty in an amount not to exceed one thousand dollars.

§27-2056.8 Violation in a Dwelling Unit Upon Turnover a. Upon turnover of any dwelling unit in a multiple dwelling erected prior to January 1, 1960 or a dwelling unit in a private dwelling erected prior to January 1, 1960 where each dwelling unit is to be occupied by persons other than the owner or the owner's family, the owner shall within such dwelling unit have the responsibility to:

- (1) remediate all lead-based paint hazards and any underlying defects, when such underlying defects exist;*
- (2) make all bare floors, window sills, and window wells in the dwelling unit smooth and cleanable;*
- (3) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all doors and door frames; and*
- (4) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all windows, or provide for the installation of replacement window channels or slides on all lead-based painted friction surfaces on all windows.*

b. All work performed pursuant to this section shall be performed pursuant to the safe work practices promulgated pursuant to section 27-2056.11(a)(3) of this article.

c. Any owner who fails to comply with the provisions of subdivision a of this section, or the rules of the department of health and mental hygiene or the department promulgated pursuant to section 27-2056.11(a)(3) shall be liable for a class C immediately hazardous violation.

§27-2056.9 Department Inspections. a. When entering a dwelling unit in a multiple dwelling constructed prior to January 1, 1960 for the purpose of investigating the existence of any violation of this code, the department shall make diligent efforts to ascertain whether a child of applicable age resides therein and shall request from the occupant an acknowledgement as to whether such a child resides in the dwelling unit. Whenever a child of applicable age resides in a dwelling unit, the department shall immediately perform a room-by-room inspection of the dwelling unit and record for each room in a report of such inspection whether the paint or other similar surface-coating material in each room is peeling or intact. For each room where peeling paint is found, the department shall also inspect for evidence of an underlying defect and shall indicate on the inspection report the peeling paint's location within the room, the condition of the subsurface below it, and the location of any underlying defect. When performing such inspection, the department need only inspect those portions of the dwelling unit where furniture or other furnishings do not obstruct the view of a surface, except when there is visible evidence that causes the department to believe that the obstructed surface has peeling paint. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

b. In any dwelling unit in a multiple dwelling erected prior to January 1, 1960 where a child of applicable age resides, the department shall conduct an inspection pursuant to subdivision a of this section no later than ten days after the department's receipt of a complaint describing peeling paint, or a deteriorated subsurface or underlying defect in the dwelling unit. The department shall make diligent efforts to ascertain whether a child of applicable

age resides therein. Where the department attempts to perform an inspection of a dwelling unit within the time period required by this subdivision but is unable to gain access, the department shall be required to make a reasonable attempt to gain access to such dwelling unit within five days of such attempt. If the department is unable to gain access to that dwelling unit during this additional time period, the department shall provide written notice to the occupant of such dwelling unit that no further attempts at access shall be made unless a new complaint is submitted.

c. Each inspector who performs an inspection pursuant to subdivision b of this section shall use an x-ray fluorescence analyzer during the course of that inspection to determine whether lead-based paint is present in such dwelling unit except that, for reasons beyond the control of the department, such x-ray fluorescence analysis is unable to be performed during such inspection, the department shall rely on the presumption set forth in subdivision a of section 27-2056.5 of this article. Where peeling paint is found during an inspection of a dwelling unit performed pursuant to subdivision a of this section, the department shall within ten days thereafter perform another inspection of such dwelling unit using an x-ray fluorescence analyzer to determine whether lead-based paint is present in such dwelling unit. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

d. The pamphlet developed by the department of health and mental hygiene pursuant to section 17-179 of this code shall be left at the premises of the dwelling unit at the time of an inspection made by the department pursuant to this section.

e. The department shall develop a pamphlet listing the work practices to be established pursuant to section 27-2056.11 of this article. Such pamphlet shall be delivered by the department in conjunction with all notices of violation issued pursuant to paragraph one of subdivision l of section 27-2115 of this code. Failure to include such pamphlet with such notices of violation shall not render null and void the service of such notices of violation. Such pamphlet shall also be made available to any member of the public upon request.

f. Notwithstanding any other provision of law, failure by the department or the department of health and mental hygiene to comply with any time period provided in this article or section 27-2115 of this chapter relating to responsibilities of the department and the department of health and mental hygiene, shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article.

§27-2056.10 Department Implementation and Enforcement. a. The department shall provide appropriate training for lead-based paint inspection and supervisory personnel. Department personnel who conduct a visual inspection pursuant to this article shall receive training which at a minimum, shall be the training approved by the United States department of housing and urban development for performance of visual inspections. Department personnel who perform lead-based paint inspections using XRF machines shall receive training required by the United States environmental protection agency pursuant to section 745.226(b) of title 40 of the code of federal regulations or successor regulations. Training of all inspection and supervisory personnel shall also include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and require that the individual has successfully demonstrated knowledge of the requirements of this article. The department shall provide for the continuing education of inspection and supervisory personnel.

b. The department, with the approval of the department of health and mental hygiene, shall promulgate a comprehensive written procedure to guide department personnel in implementing and enforcing this article. Where feasible, such procedures shall establish a uniform method for the department of health and mental hygiene and the department, following the method implemented by the department of health and mental hygiene, to describe violations and identify their location in a dwelling or dwelling unit. Such procedures shall include a methodology and a form to be used by department personnel when conducting an inspection to carry out and record an inspection pursuant to section 27-2056.9 of this article.

c. The department shall promulgate rules for the implementation and enforcement of this article and to effect compliance with all applicable provisions of this article, rules promulgated thereunder, and all applicable city, state or federal laws, rules or regulations. Such rules shall be subject to the approval of the department of health and mental hygiene prior to their promulgation and shall include, but not be limited to, establishing:

(1) uniform specifications and procedures to govern testing, including a standardized format for reporting such testing results, whenever paint or a similar surface-coating material is tested for its lead content, whether by or on behalf of an owner or an agency of the city of New York;

(2) procedures by which an owner shall comply with section 27-2056.4 of this article, including the form and content of the annual notice;

(3) procedures by which an owner shall submit rebuttal documentation to the department pursuant to 27-2056.5 of this article;

(4) procedures by which an owner may apply to the department to postpone the date by which a violation shall be corrected pursuant to subdivision l of section 27-2115 of this code, including, but not limited to, the stabilization of the paint which is the subject of the violation where an owner requests a second postponement of time to correct a violation in accordance with subdivision l of section 27-2115 of this code; and

(5) procedures to implement and to enforce compliance with paragraph two of subdivision l of section 27-2115 of this code, which shall include, but not be limited to, the requirement that an owner certify to:

(i) the correction of a violation of this article of the code, and

(ii) compliance with the rules promulgated by the department pursuant to section 27-2056.11 of this code; and

(6) procedures to be established by the department of health and mental hygiene to order or provide for the expeditious cleanup and removal of lead-contaminated dust when the department of health and mental hygiene determines that there is lead-contaminated dust in a dwelling unit where a child of applicable age resides, such child has an elevated blood level, and the department of health and mental hygiene determines that the source of that lead-contaminated dust is not a condition of the dwelling in which such dwelling unit is located.

§27-2056.11 Work Practices.

a. The department shall promulgate rules, with the approval of the department of health and mental hygiene, establishing work practices to which an owner shall be subject in each of the following circumstances:

(1) where an owner is performing work in order to comply with a notice of violation or order to correct issued by the department pursuant to this article, which shall be no less stringent than the safety standards required by the commissioner of health and mental hygiene whenever such commissioner shall order the abatement of lead-based paint hazards pursuant to section 173.13 of the health code or a successor rule. Such rules shall provide for temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall provide that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations, or any successor regulations.

(2) where an owner, other than in response to an order to correct or notice of violation issued by the department or the department of health and mental hygiene, is performing work that will disturb lead-based paint or paint of unknown lead content in a dwelling unit where a child of applicable age resides or in the common area of the multiple dwelling in which such dwelling unit is located, where such multiple dwelling was erected prior to January first, nineteen hundred sixty, or where the owner has actual knowledge of the presence of lead-based paint and such multiple dwelling was erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight.

(i) Except as provided in subparagraph (ii) of this paragraph, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely.

(ii) Where such work will disturb more than one hundred square feet of lead-based paint or paint of unknown lead content in a room in a multiple dwelling, or will involve the removal of two or more windows with lead-based paint or paint of unknown lead content, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto, or a successor rule, and shall include a requirement that lead-

contaminated dust clearance testing be performed at the completion of such work. Such rules shall also require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall require, in addition, that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations for the abatement of lead hazards, or any successor regulations. Such rules shall also provide that not less than ten days prior to the commencement of such work the owner of the premises, or the firm, shall file with the department of health and mental hygiene a notice of commencement so that the department of health and mental hygiene may, at its discretion, perform sample audits of such notices to determine that the firms performing the work are properly certified. Such notice shall be signed by the owner or by a representative of the firm, and shall be in a form satisfactory to or prescribed by the department of health and mental hygiene, and shall set forth at a minimum the following information:

- (a) The address of the multiple dwelling and the specific location of the work within the multiple dwelling.
- (b) The name, address and telephone number of the owner of the multiple dwelling in which the work is to be performed.
- (c) The name, address and telephone number of the firm which will be responsible for performing the work.
- (d) The date and time of commencement of the work, working or shift hours, and the expected date of completion; and
- (e) Identification of the surfaces and structures, and surface area, subject to the work.

The rules shall also provide that any changes in the information contained in the notice shall be filed with the department of health and mental hygiene prior to commencement of work, or if work has already commenced, within twenty-four hours of any change. The rules shall provide that a copy of the notice of commencement shall be posted at the work site.

(iii) The provisions of this paragraph shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.

(3) where an owner is performing work on turnover pursuant to 27-2056.8 of this article. Such rules shall include, but not be limited to, requiring lead-contaminated dust clearance tests at the completion of such work.

b. No person shall perform a lead-contaminated dust clearance test pursuant to this section unless such person is a third-party, who is independent of the owner and any individual or firm that performs the work, and has successfully completed a course approved or administered by the department of health and mental hygiene or by the United States environmental protection agency or the United States department of housing and urban development and obtained a certificate or other document issued by or acceptable to the department of health and mental hygiene.

c. The department, with the approval of the department of health and mental hygiene, shall promulgate rules requiring that all lead-contaminated dust clearance tests submitted to a laboratory for analysis include a sworn certification that such test was performed in compliance with all applicable rules and regulations and shall include any additional information that the department shall determine is necessary for the administration and enforcement of this section.

d. Where an owner is performing work pursuant to paragraph (1) of subdivision a of this section, all lead-contaminated dust clearance test results shall be filed with the department, and a copy shall be provided by the owner to the occupant of the dwelling unit. Where an owner is performing work pursuant to paragraphs (2) and (3) of subdivision a of this section, a copy of all lead-contaminated dust clearance test results shall be provided to the occupant of the dwelling unit. Copies of lead-contaminated dust clearance test results provided to the occupant of the dwelling unit pursuant to this subparagraph shall be in a form satisfactory to or prescribed by the department of health and mental hygiene that provides a sufficiently clear explanation of the meaning of such results.

§27-2056.12 Reporting. a. Within four months after the close of the first fiscal year after which this article takes effect and for every fiscal year thereafter, the commissioner shall provide to the council a written report on the department's implementation of this article during the preceding year. Such report shall include, at a minimum, an analysis of the department's program, a detailed statement of revenue and expenditures and statistical section designed to provide a detailed explanation of the department's enforcement including, but not limited to, the following:

(1) the number of complaints for peeling paint in pre-1960 dwelling units where a child of applicable age resides, disaggregated by city or non-city ownership of the building which is the subject of the complaint;

(2) the number of inspections by the department pursuant to this article, disaggregated by the city or non-city ownership of the building where the inspection occurred;

(3) the number of violations issued by the department pursuant to this article;

(4) the number of violations issued pursuant to this article that were certified as corrected by the owner, the number of such certifications that did not result in the removal of such violations, and the number of civil actions brought by the department against such owners; and

(5) the number of jobs performed in which violations issued pursuant to this article were corrected by the department, the total amount spent by the department to correct the conditions that resulted in the violations, and the average amount spent per dwelling unit to correct such conditions; and

(6) a statistical profile with geographic indexing, such as by community district, council district, and/or zip code, of multiple dwellings in which violations are placed, indicating the ages of the multiple dwellings and other factors relevant to the prevalence of lead-based paint hazards, which may include the prior lead poisoning of a child in the multiple dwelling, outstanding violations, and emergency repair charges.

b. The department of health and mental hygiene shall prepare a report on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels. This report shall be utilized by the department in its implementation of this article. Such report shall be submitted to the council within nine months after the close of each calendar year.

c. The department shall maintain a central register of all department orders to correct a violation under this article. Such register shall indicate, if applicable, the date of the complaint, address of the premises, and the date of each inspection and reinspection.

§27-2056.13 *Transmittal of Violations to the Department of Health and Mental Hygiene.* The department shall send a notice which shall be addressed to the dwelling unit in the multiple dwelling, when a dwelling unit is identified, for which a violation of this article was issued. Such notice shall include a telephone number for the department of health and mental hygiene. The department shall also refer to the department of health and mental hygiene the address of the unit in the multiple dwelling for which such violation was issued, the name of the complainant, if any, and the complainant's telephone number, if available. The department of health and mental hygiene, pursuant to section 17-179 of this code, shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

§27-2056.14 *Inspections by Department of Health and Mental Hygiene and Removal of Health Code Violations by Department of Housing Preservation and Development.* Whenever a report has been made to the department of health and mental hygiene of a person under eighteen years of age with an elevated blood lead level of fifteen micrograms per deciliter or higher residing in any dwelling unit, the department of health and mental hygiene shall conduct such investigation as may be necessary to identify potential sources of the elevated blood lead level, including but not limited to, an inspection of the dwelling unit where such person resides. If the department of health and mental hygiene issues an order to correct any violation, the department of health and mental hygiene shall notify the department of each dwelling unit in a dwelling for which the department of health and mental hygiene has issued an order to correct a violation. Where the owner of the dwelling or relevant dwelling unit within such dwelling fails to comply with an order of the department of health and mental hygiene to correct a violation placed by the department of health and mental hygiene, the department of health and mental hygiene shall certify such conditions to the department of housing preservation and development. The certification procedure shall be completed within sixteen days of the report of the elevated blood lead level. The conditions so certified shall be corrected within eighteen days of certification to the department.

§27-2056.15 *Waiver of Benefit Void.* a. No owner may seek to have an occupant of a dwelling unit waive the benefit or protection of any provision of this article. Any agreement by the occupant of a dwelling unit purporting to waive the benefit or protection of any provision of this article is void. Any owner who violates this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any owner who violates this section shall be liable for a civil penalty of not more than five hundred dollars per violation.

b. Notwithstanding any other provision of this article, nothing herein shall be construed to alter existing or future agreements which allocate responsibility for compliance with the provisions of this article between a tenant shareholder and a cooperative corporation or between the owner of a condominium unit and the board of managers of such condominium.

c. The provisions of this article, other than section 27-2056.14, shall not apply to a dwelling unit in a multiple dwelling where (i) title to such multiple dwelling is held by a cooperative housing corporation or such dwelling unit is owned as a condominium unit, and (ii) such dwelling unit is occupied by the shareholder of record on the proprietary lease for such dwelling unit or the owner of record of such condominium unit, as is applicable, or the shareholder's or record owner's family.

§27-2056.16 *Exemption for Emergency Conditions.* For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety or to protect property from further major damage, such as when a property has been damaged by a natural disaster, fire, structural collapse, cascading water, lack of utilities or other emergency conditions, occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable and the requirements of this article shall not apply. This exemption applies only to repairs immediately necessary to respond to the emergency. The requirements of this article shall apply to any work undertaken subsequent to or above and beyond such emergency actions.

§27-2056.17 *Record Keeping Requirements.* The owner of any multiple dwelling or dwelling that performs any work pursuant to this article shall retain all records relating to such work for a period of no less than ten years from the completion date of such work. The owner shall make any such records required to be retained by this section available to the department upon the department's request, and shall transfer such records to the owner's successor in title.

§27-2056.18 *Application of this article based on age of child.* For the purposes of this article, the term "applicable age" shall mean "under seven years of age" for at least one calendar year from the effective date of this section. Upon the expiration of such one year period, in accordance with the procedures by which the health code is amended, the board of health may determine whether or not the provisions of this article should apply to children of age six, and based on this determination, may redefine "applicable age" for the purposes of some or all of the provisions of this article to mean "under six years of age," but no lower.

§6. Section 27-2115 of the administrative code of the city of New York is amended by adding a new subdivision l to read as follows:

(l)(1) Notwithstanding any other provision of law, when the department serves a notice of violation to correct and certify a condition that constitutes a violation of article fourteen of subchapter two of this chapter, the notice of violation shall specify the date by which the violation shall be corrected, which shall be twenty-one days after service of the notice of violation, and the procedure by which the owner, for good cause shown pursuant to this subdivision, may request a postponement. The notice of violation shall further specify that the violation shall be corrected in accordance with the work practices established in accordance with section 27-2056.11 of this code. The notice of violation shall be served by personal delivery to a person in charge of the premises or to the person last registered with the department as the owner or agent, or by registered or certified mail, return receipt requested, or by certified mail with proof of delivery, to the person in charge of the premises or to the person last registered with the department as the owner or agent; provided that where a managing agent has registered with the department, such notice of violation shall be served on the managing agent. Service of the notice of violation shall be deemed completed three days from the date of mailing. Notification, in a form to be determined by the department, of the issuance of such violation shall be sent simultaneously by regular mail to the occupant at the dwelling unit that is the subject of such notice of violation. The department may postpone the date by which a violation shall be corrected upon a showing, made within the time set for correction in the notice, that prompt action to correct the violation has been taken but that full correction cannot be completed within the time provided because of serious technical difficulties, inability to obtain necessary materials, funds or labor, inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as may be necessary to make the required repair. Such postponement shall not exceed fourteen days from the date of correction set forth in the notice of violation. The department may require such other conditions as are deemed necessary to insure correction of the violations within the time set for the postponement. The department may grant one additional postponement of no more than fourteen days for the reasons authorized by this section so long as the paint or other condition which is the subject of the violation has been stabilized. The department is also authorized to promulgate rules establishing criteria for a postponement of the time to correct for a longer period of time where such postponement is requested because of one or more substantial capital improvements will be made that will, when completed, significantly reduce the presence of lead-based paint in such multiple dwelling or dwelling unit including, but not limited to, a requirement that the paint which is the subject of the violation is stabilized. The department shall provide to the owner and the occupant a written statement signed and dated by the person making

such decision setting forth the reasons for each postponement of the date by which a violation shall be corrected or the reason for the denial of such application for a postponement. Said written statement shall be part of the records of the department.

(2) Notwithstanding any other provision of law, the notice of violation shall direct that the correction of each violation cited therein shall be certified to the department. Such certification shall be made in writing, under oath by the registered owner, a registered officer or director of a corporate owner or by the registered managing agent. Such certification shall include a statement that the violation was corrected in compliance with paragraph one of subdivision a of section 27-2056.11 of this code and shall include a copy of the lead-contaminated dust clearance test results. All certifications shall be delivered to the department and acknowledgment of receipt therefor obtained or shall be mailed to the department by certified or registered mail, return receipt requested, no later than five days after the date set for correction, and shall include the date when each violation was corrected. Such certification of correction shall be supported by a sworn statement by the person who performed the work if performed by an employee or agent of the owner. A copy of such certification shall be mailed to the complainant by the department not more than twelve full calendar days from the date of receipt of such certification by the department. Failure to file such certification shall establish a prima facie case that such violation has not been corrected.

(3) Whenever the department shall issue a notice of violation to correct a condition that constitutes a violation of section 27-2056.6 of article fourteen of subchapter two of this chapter, the department shall within fourteen days after the date set for the correction of such violation conduct a final inspection to verify that the violation has been corrected. Where, upon conducting an inspection, the department determines that a violation has not been corrected, the department shall correct such violation within forty-five additional days of such inspection or in such shorter time as is practicable.

(4) Notwithstanding any other provision of law, the department shall not remove a violation from its records nor shall it be deemed that such violation has been corrected unless the records of the department contain written verification that the department has conducted a final inspection of the premises and that such inspection verifies that the violation has been corrected, and copies of lead-contaminated dust clearance test results whenever such tests are required by applicable law, rule or regulation. A copy of the report of the final inspection of a dwelling unit and the status of the violation shall be mailed or delivered to the occupant and the owner.

(5) Notwithstanding any other provision of law, a person making a false certification of correction of a violation issued pursuant to article 14 of subchapter 2 of this chapter, in addition to any other civil penalty, shall be subject to a civil penalty of not less than one thousand dollars nor more than three thousand dollars for each false certification made, recoverable by the department in a civil action brought in a court of competent jurisdiction. If the person making such false certification is an employee of the owner then such owner shall be responsible for such civil penalty. In addition, any such person making a false certification of correction shall be guilty of a misdemeanor punishable by a fine of up to one thousand dollars or imprisonment for up to one year or both.

(6) Notwithstanding any other provision of law, a person who violates article fourteen of subchapter two of this chapter by failing to correct such violation in accordance with paragraph one of subdivision a of section 27-2056.11 of this code shall be subject to a civil penalty of two hundred fifty dollars per day for each violation to a maximum of ten thousand dollars from the initial date set for correction in the notice of violation until the date the violation is corrected and certified to the department, and in addition to any civil penalty shall, whenever appropriate, be punished under the provisions of article three of subchapter five of this code. There shall be a presumption that the condition constituting a violation continues after the service of the notice of violation. The owner shall be responsible for the correction of all violations noticed pursuant to article fourteen of subchapter two of this chapter, but in an action for civil penalties pursuant to this subdivision may in defense or mitigation of such owner's liability for civil penalties show:

- (i) That the condition which constitutes the violation did not exist at the time the violation was placed; or*
- (ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of serious technical difficulties, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as might be necessary to make the repair, provided that a postponement was granted pursuant to this subdivision; or*
- (iii) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor; or*
- (iv) That the violation giving rise to the action was caused by the act of negligence, neglect or abuse of another not in the employ or subject to the direction of the owner, except that the owner shall be precluded from showing in*

defense or mitigation of such owner's liability for civil penalties evidence of any acts occurring, undertaken, or performed by any predecessor in title prior to the owner taking control of the premises. Where the aforesaid allegations are made by way of mitigation of penalties, the owner shall show, by competent proof, pertinent financial data and efforts made to obtain necessary materials, funds or labor or to gain access, or to obtain a permit or license and such other evidence as the court may require.

If the court finds that sufficient mitigating circumstances exist, it may remit all or part of any penalties arising from the violations, but may condition such remission upon a correction of the violation within a time period fixed by the court.

(7) Notwithstanding any other provision of law, failure by the department to comply with any time period provided in this section relating to responsibilities of the department shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article

§7. Title 17 of the administrative code of the city of New York is amended by adding new sections 17-179, 17-180, 17-181, 17-185, and 17-186, to read as follows:

§17-179 Department Screening, Diagnosis, and Treatment. a. The department shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

b. The department shall develop a pamphlet explaining the hazards associated with lead-based paint and describing the procedures to be used in order for a violation of sections 27-2056.6 and 27-2056.7 of this code to be corrected. The pamphlet shall include appropriate telephone numbers to obtain lead poisoning screening, diagnosis and treatment information and to report unsafe lead-based paint work practices. Such pamphlet shall be made available in accordance with section 27-2056.9 of this code. Such pamphlet shall also be made available to any member of the public upon request.

§17-180 Training of Department Personnel. The department, in conjunction with the department of housing preservation and development, shall provide training for lead-based paint inspection and supervisory personnel. No department personnel shall conduct an inspection for lead-based paint pursuant to the health code unless that individual has received such training. At a minimum, such training shall (1) be equivalent to the training required under regulations issued by the United States environmental protection agency for the certification of lead-based paint inspectors and supervisors, (2) include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and (3) require that the individual has successfully demonstrated knowledge of the responsibilities of a certified inspector or certified supervisor, as the case may be, and the requirements of sections 173.13 and 173.14 of the health code or successor rules. The department shall provide for the continuing education of inspection and supervisory personnel.

§17-181 Lead-based paint; dry scraping and dry sanding prohibited. The dry scraping or dry sanding of lead-based paint or paint of unknown lead content in any dwelling, day care center or school is hereby declared to constitute a public nuisance and a condition dangerous to life and health. For the purpose of this section, dry scraping and dry sanding shall mean the removal of paint or similar surface-coating material by scraping or sanding without using water misting to reduce dust levels or other method approved by the department. The department shall promulgate such additional rules as necessary for the enforcement of this section.

§17-185 Inspection by the Department of Unsafe Work Practices. The department shall promulgate rules requiring the department to respond to complaints regarding unsafe lead-based paint work practices.

§17-186 Lead poisoning prevention in children. a. The department shall develop a brochure which, at a minimum, advises all appropriate medical providers of their obligations to screen and test children for lead poisoning according to all relevant federal, state and local laws, rules and regulations. Such pamphlet shall be distributed to all appropriate medical providers on an annual basis, starting on September 15, 2004.

b. The department shall develop a pamphlet regarding lead poisoning prevention in children. Such pamphlet shall, at a minimum, be printed in English and Spanish and shall include, at a minimum: (i) the manner in which children are most likely poisoned by lead; (ii) the effects of lead poisoning on a child's health; (iii) the intervals at which a child is required by New York state law to be tested for blood lead levels; (iv) the appropriate telephone numbers to obtain lead poisoning screening, diagnosis and treatment information; (v) the steps a parent or

guardian may take to protect his or her child from lead poisoning; and (vi) the requirement of landlords to inspect and repair lead-based paint hazards.

c. At a minimum, the department shall distribute the pamphlet produced pursuant to paragraph b of this section with each birth certificate furnished to the parent or guardian of a child pursuant to section 17-168 of this title. Such pamphlet shall also be made available to any member of the public upon request.

§8. Subdivision 1 of subsection a of section § 11-243 of the administrative code of the city of New York is amended to read as follows:

1. “Alteration” and “improvement”: a physical change in an existing dwelling other than painting, ordinary repairs, normal replacement of maintenance items, [except that painting or repairs designated to eliminate the lead-based paint poisoning hazard shall be eligible for tax exemption and tax abatement under this section and] provided, however, that ordinary repairs and normal replacement of maintenance items, as defined by [regulations] *rules* adopted by the department of housing preservation and development pursuant to subdivision m of this section, shall be eligible for tax exemption and tax abatement under this section provided that repairs and maintenance items:

- (1) were started and completed within a twelve-month period,
- (2) were made to any common area of the dwelling premises concurrently with a major capital improvement thereto, as defined by [regulations] *rules* adopted by the department of housing preservation and development pursuant to subdivision m of this section, and
- (3) require the issuance of a permit for at least one item thereof by any city agency, and
- (4) the amount of money expended thereon shall not exceed two times the amount expended on the major capital improvement performed concurrently therewith.

“Alteration” and “improvement” shall also mean “an abatement” of lead-based paint hazards, as defined in part 745 of title forty of the code of federal regulations or any successor regulations, and shall include an “inspection” and “risk assessment” for lead-based paint hazards, as defined in such part, in a dwelling unit occupied by a child of applicable age, as established in accordance with section 27-2056.18 of this code, regardless of whether a child is or has been lead poisoned but shall not include any work performed to comply with a notice of violation issued for a violation of article fourteen of subchapter two of chapter .

§9. Title 17 of the administrative code of the city of New York is amended by adding a new chapter nine to read as follows:

Chapter 9
Lead-Based Paint in Day Care Facilities
Subchapter 1
Definitions

§17-900 Definitions.

Subchapter 2
Remediation of Lead-Based Paint Hazards in Day Care Facilities

§17-910 Presumption.

§17-911 Remediation.

§17-912 Department Rules.

§17-913 Annual Inspection.

Subchapter 1
Definitions

§17-900 Definitions. For the purpose of this chapter the following terms shall have the following meanings:

1. “Chewable surface” shall mean a protruding interior window sill in a day care facility that is readily accessible to a child of applicable age. “Chewable surface” shall also mean any other type of interior edge or protrusion in a day care facility, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where the operator of such day care facility has observed that a child under six years of age has mouthed or chewed such edge or protrusion.

2. “Day care facility” shall mean any facility used to provide day care service.

3. “Day care service” shall mean any service which, during all or part of the day, regularly gives care to seven or more children under six years of age, not all of common parentage, which operates more than five hours per week for more than one month a year. Day care service shall not mean a kindergarten or higher grade in a facility operated by the board of education.

4. “Deteriorated subsurface” shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including but not limited to, rotted or decayed wood, or wood or

plaster that has been subject to moisture or disturbance.

5. “Friction Surface” shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion, and abrade, scrape or bind when in motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

6. “Impact Surface” shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated sudden force, such as certain parts of door frames, moldings, or baseboards.

7. “Lead-based paint” shall mean paint or other similar surface-coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development “Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing” (June 1995, revised 1997) and the PCS released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5% of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

8. “Lead-based paint hazard” shall mean any condition that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

9. “Lead-contaminated dust” shall mean dust containing lead at 40 or more micrograms per square foot on a floor, 250 or more micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the New York City board of health.

10. “Operator of such day care facility” shall mean any person who provides day care service and the owner of the premises where such day care facility is located. “Person” shall mean an individual, corporation, partnership, association or other for-profit or not-for-profit entity.

11. “Peeling” shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking, or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

12. “Remediation” or “Remediate” shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead based paint, or other method approved by the commissioner of health and mental hygiene.

Subchapter 2

Remediation of Lead-Based Paint Hazards in Day Care Facilities

§17-910 Presumption. a. All paint or similar surface-coating material on the interior of any day care facility in a structure erected prior to January 1, 1978, shall be presumed to be lead-based paint.

b. The presumption established by this section may be rebutted by the operator or owner of the day care facility by submitting to the department a sworn written statement by the operator or owner of the day care facility supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the operator or owner of the day care facility, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

§17-911 Remediation. a. There shall be no peeling lead-based paint in any portion of any day care facility.

b. *Lead based paint or paint of unknown lead content that is peeling, or which is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces shall be immediately remediated in a manner authorized by the department.*

c. *Any equipment that is painted shall be painted with lead-free paint.*

d. *Whenever a condition prohibited by this section is found to exist, the department shall immediately serve an order on the operator or owner of such day care facility to remediate the condition. In the event such order is not complied with within forty-five days of service thereof, the department shall immediately request an agency of the city of New York to execute such order pursuant to the provisions of section 17-147 of this code. The agency shall execute the order within forty-five days of the department's request. The city of New York shall be entitled to enforce its rights for reimbursement of expenses incurred thereby, including as credits toward lease payments.*

e. *When lead-based paint hazards are remediated pursuant to this section such work shall be performed in compliance with work practices established by the department pursuant to section 17-912 of this subchapter.*

§17-912 *Department rules. The department shall promulgate such rules as may be necessary for the implementation of this chapter. Such rules shall incorporate work practices that are no less protective of public health than those set forth in section 173.14 (d) and (e) and those parts of subdivision b of the health code applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.-*

§17-913 *Annual Survey. The operator of a day care facility shall conduct a survey of such facility annually, and more often if necessary, to determine the physical condition of surface-coating material throughout each such facility and shall provide a copy of the survey results to the department.*

§10. All actions taken by the departments of housing preservation and development and health and mental hygiene pursuant to local law 38 of 1999 and local law 1 of 1982 shall be deemed valid to the extent that all violations written, and fines or penalties assessed, as well as any costs for repairs of such violations shall remain valid and enforceable, provided, however, that any such violations which remain uncorrected on the effective date of this local law shall be repaired using the work practices established pursuant to section 27-2056.11(a)(1) as added by section 5 of this local law, and the rules promulgated thereunder, and certified to the department of housing preservation and development in accordance with section 27-2056.10(c)(5) and subdivision (l) of section 27-2115 of the administrative code of the city of New York, as added by section five of this local law, and the rules promulgated thereunder pursuant to this local law.

§11. If any sentence, paragraph, section or part of this local law shall be adjudged invalid by a court of competent jurisdiction such judgment shall not impair or invalidate the remainder thereof but shall be confined to that part.

§12. Paragraph 4 of subdivision e of section 27-2056.4 of the administrative code of the city of New York, as added by section 5 of this local law, shall take effect immediately, and all other provisions of this local law shall take effect one hundred eighty days after its enactment, except that the commissioners of health and mental hygiene and housing preservation and development shall promulgate all rules and take all other actions necessary to implement this local law, other than paragraph 4 of subdivision e of section 27-2056.4, on or before the date upon which it shall take effect.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, s.s.:

I hereby certify that the foregoing is a true copy of a local law of the City of New York, passed by the Council on December 15, 2003, disapproved by the Mayor on December 17, 2003 and repassed by the Council Members on February 4, 2004 and said law is adopted notwithstanding the objection of the Mayor.

VICTOR L. ROBLES, City Clerk, Clerk of the Council

CERTIFICATION PURSUANT TO MUNICIPAL HOME RULE LAW §27

Pursuant to the provisions of Municipal Home Rule Law §27, I hereby certify that the enclosed Local Law (Local Law 1 of 2004, Council Int. No. 101-A) contains the correct text and:

Received the following vote at the meeting of the New York City Council on December 15, 2003: 44 for, 5 against, 1 not voting.

Was disapproved by the Mayor on December 17, 2003.

Was returned to the City Clerk on December 19, 2003.

Was reconsidered by the Council on February 4, 2004 and received the following vote of the Council members at a meeting of the Council on February 4, 2004: 44 for, 5 against, 1 not voting.

JEFFREY D. FRIEDLANDER, Acting Corporation Counsel