CONDOMINIUM OFFERING PLAN

ONE ESSEX CROSSING CONDOMINIUM

202 BROOME STREET
NEW YORK, NY 10002
COUNTY OF NEW YORK

83 Residential Units:	**$202,824,000**
35 Storage Locker Licenses	**$875,000**
Total Offering Amount	**$203,699,000**

The Condominium will also include four (4) Non-Residential Units (a Retail Unit, an Office Unit, a Market Line Unit, and a Broome Street Gardens Unit), which are not being offered for sale.

SPONSOR:	**SALES CENTER:**	**SELLING AGENT:**
Site 3 DSA Owner LLC **c/o Taconic Investment Partners,** **111 Eighth Avenue, Suite 1500** **New York, NY 10011**	**147 Delancey Street** **New York, NY 10002** **(212) 995-2022**	**Corcoran Sunshine Marketing Group** **888 Seventh Avenue** **New York, NY 10106** **(212) 634-6500**

Filing Date of this Offering Plan: _____, 202___. This Offering Plan may not be used after _____, 202___, 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 THE NON-RESIDENTIAL UNITS PRIOR TO THE CONSUMMATION OF THE PLAN AND ALL UNITS AFTER THE CONSUMMATION OF THE PLAN, THIS OFFERING PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE RESIDENTIAL 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.") SPONSOR RESERVES THE UNCONDITIONAL RIGHT TO SELL THE UNITS AND/OR STORAGE LOCKER LICENSES IN SUCH ORDER OF PRIORITY AS IT MAY DETERMINE AND TO DELAY THE SALE OR RENTAL OF ONE OR MORE UNITS AND/OR STORAGE LOCKER LICENSES.

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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PART I

CONDOMINIUM OFFERING PLAN

ONE ESSEX CROSSING CONDOMINIUM
202 BROOME STREET
NEW YORK, NY 10002

SPECIAL RISKS

Sponsor Control of the Condominium Board

1. (a) Sponsor will have voting control over the Condominium Board until the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board ("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) Subsequent to the Sponsor Control Period, Sponsor shall have the right to designate 2 Residential Members to the Condominium Board for so long as Sponsor continues to own at least 1 Unsold Residential Unit, and shall have the right to vote its Common Interest attributable to the Unsold Residential Units for the remaining Residential Members of the Condominium Board.

(c) During the Sponsor Control Period, Sponsor will designate a majority of the Residential Members and shall have 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 Residential Units representing at least 25% in number of all Residential 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 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 clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an 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) ensure the health and safety of the occupants of the Condominium.

(d) See the sections of the Plan entitled "Control by Sponsor" and "Condominium Board" for details.

Purchase of a Condominium Unit

2. (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, Purchaser will be required to deliver an Initial Deposit in an amount equal to 10% of the Purchase Price. At the earlier to occur of (i) 6 months after the date the Purchase Agreement is fully executed; or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Deposit in an amount equal to 5% of the Purchase Price. Notwithstanding the foregoing, a Purchaser 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 15% of the Purchase Price.

(c) In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement or (ii) seek specific performance. According to Black's Law Dictionary (Revised Ninth Edition), "specific performance" means "a court-ordered remedy that requires precise fulfillment of a legal or contractual obligation when monetary damages are inappropriate or inadequate." 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 the Purchase 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 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 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, 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 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). See the section of the Plan entitled "Procedure to Purchase" for details.

(d) TIME IS OF THE ESSENCE as to Purchaser's obligations under the Purchase Agreement, including, without limitation for the payment of all Deposits when due and the Balance of the Purchase Price on the Closing Date. 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.

(e) Under current law, if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Residential 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 non-interest bearing. 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.

(f) If a Purchaser fails for any reason to close title to the Residential 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 Residential 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.

(g) 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 Locker(s), the Building and all Common Elements. 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.

(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 Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan or if Sponsor abandons 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.

(i) Sponsor reserves the unconditional right to sell the Units in such order of priority as it may determine and to delay the sale or rental of one or more Units. In addition, Sponsor reserves the unconditional right to limit the number of Residential Units sold to any Purchaser and to make Bulk Sales. Purchasers of Bulk Sales shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Residential Units. In the event of a Bulk Sale (or any dissolution or liquidation of Sponsor), the principals of the Sponsor will provide financially responsible entities or individuals to assume the status and obligations of Sponsor for those Residential Units.

(j) A Residential Unit Owner who acquired title to the Residential 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 Residential Unit for sale with any broker, (ii) placing or authorizing any listing of the Residential Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Residential Unit for sale.

(k) See the sections of the Plan entitled "Procedure to Purchase" and "Rights and Obligations of Sponsor" 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 Right to Rent Unsold Units

4. (a) Sponsor intends, in good faith, to sell rather than rent Units. However, Sponsor reserves the unconditional right to rent rather than sell the Non-Residential Units prior to the consummation of the Plan and all Units after the consummation of the Plan. Because Sponsor is not

limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e. 13 Units based on 83 Units offered for sale) and therefore owner-occupants may never gain effective control and management of the Condominium.

(b) Sponsor intends to offer Unsold Residential Units for sale both to Purchasers for personal occupancy and Purchasers who are purchasing for investment or resale. Purchasers for investment or resale may rent such Residential Units rather than use such Residential Units for personal occupancy. As a result, some and possibly many Residential Units may be occupied by renters instead of Residential Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Residential Units, the Condominium Board is unable to limit the number of Purchasers who purchase Residential Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Residential Unit Owners who are not occupants. It is possible that Residential Unit Owners who occupy Residential Units and those Residential Unit Owners who do not occupy Residential Units (including Sponsor) may have inherent conflicts on how the Condominium shall be managed because of their different reasons for purchasing (i.e. purchasing as a home as opposed to as an investment).

(c) See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.

Closing Costs

5. (a) 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) While the State Transfer Tax and 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 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 has adopted certain increases to the State Transfer Tax and has established a new supplemental tax ("Additional Mansion Tax") that functions like an expansion of the Mansion Tax (while remaining technically distinct therefrom), all of 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, Mansion Tax, and Additional Mansion Tax.

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

Reserve Fund and Working Capital Fund

6. (a) Schedule B - Budget for First Year of Condominium Operation includes a line item for a Reserve Fund for the sole purpose of costs and expenses related to capital repairs, replacements and improvements. The Reserve Fund amount was the product of a Reserve Fund Study undertaken by Sponsor, a copy of which is set forth in Part II of the Plan. For so long as Sponsor continues to own at least 1 Unsold Residential Unit, the Condominium Board must maintain the Reserve Fund and any change in the amount of the Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender. Because the Building will be entirely new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises.

(b) The contingency line item provided for in 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 line item 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.

(c) Each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Residential Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund shall be required of all Purchasers of Residential Units, whether purchased from Sponsor or purchased from a Residential Unit Owner on a resale.

(d) See the section of the Plan entitled "Working Capital Fund and Apportionments" for details.

Foreign Government Purchaser

7. 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 Residential Unit based on the Condominium budget in effect as of the Closing Date of the Residential 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

8. (a) Sponsor is offering Purchasers of Residential Units the opportunity to purchase exclusive use of certain Storage Lockers pursuant to the terms of a license ("Storage Locker License") for so long as Purchaser owns a Residential Unit in the Building, the form of which is set forth in Part II of the Plan. Although (i) the Storage Locker Licenses will be between the Condominium Board, Sponsor, and a Purchaser, and (ii) the Storage Locker Area is a Residential Common Element, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Locker Licenses. A Storage Locker License may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit. All Storage Locker Licensees, including Sponsor with respect to Unsold Storage Lockers, shall be responsible for: (i) all costs and expenses associated with the operation of the Storage Locker Area, and (ii) the payment of any license fees and/or Special Assessments imposed by the Condominium Board related to the Storage Lockers; all of which shall constitute "additional Common Charges" under the terms of the Condominium Documents.

(b) Sponsor reserves the unconditional right to sell the Storage Locker Licenses in such order of priority as it may determine and to delay the sale of one or more Storage Locker Licenses. In addition, Sponsor reserves the unconditional right to limit the number of Storage Locker Licenses sold to any Purchaser and to make bulk sales.

(c) 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 Storage Locker Licenses and/or to reduce the number of Storage Locker Licenses. 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 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 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 Residential Unit.

(d) A Storage Locker License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit, unless the Storage Locker License is assigned to and assumed by another Residential 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 Residential 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) 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.

Non-Resident Building Management

9. Purchasers are advised that the staff of the Condominium will be supervised by a non-resident Building Manager, who will reside in an off-premises apartment within the legal distance requirements of the Condominium. The Condominium will be responsible for the cost of the monthly rent in connection with the Building Manager's apartment, which charges are included in the Schedule B – First Year's Budget. Sponsor reserves the right to substitute the management of the Building for an alternative arrangement but in all events shall provide for "adequate janitorial services" in compliance with the Administrative Code of the City of New York, § 27-2052 et seq. (See the section of the Plan entitled "Description of Property and Improvements" and the Footnotes to Schedule B for more details regarding Building staff).

No Bond or Other Security Posted

10. 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. No bond or other security has been posted by Sponsor to secure Sponsor's obligation under the Plan. (See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.)

Services and Facilities

11. (a) Purchasers are advised that some or all of the services and facilities described in the Plan (including without limitation a full staff of Building personnel and usage of amenity areas) may not be available until approximately 12 months after the First Closing. However, all services and facilities will be available within 24 months of 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 Building are achieved, the hours and duties of the Building staff may be reduced. However, at all times after the First Closing of a Residential Unit, the residential lobby will be attended 24 hours a day, 7 days a week.

(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 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 Improvements" subsection "Services and Facilities" for details.

Temporary Certificate of Occupancy

12. (a) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by § 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 will occur. No Closing of a Residential Unit will occur prior to the issuance of a TCO for the particular Residential Unit. Sponsor and its principals 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 date of the issuance of the first TCO, 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. Neither Sponsor nor its principals 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 Residential Unit Owner to perform alterations until such time as a PCO has been obtained.

Additionally, since more than 50% of the square footage of the Building is comprised of commercial space which will likely be leased to retail tenants in "white box" condition (i.e. with minimally finished or unfinished interiors), DOB will not issue a PCO for the entire Building until such time as a TCO is issued for the commercial space or later. As such, the issuance of a PCO for the Building will likely experience significant delays.

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.)

(b) The only construction prerequisite to Closing is the issuance of a TCO for the Unit. As such, each Purchaser shall be required to close title to their particular Residential Unit once a TCO is issued irrespective of outstanding items of work, provided Sponsor has satisfied the closing conditions set forth in the section of the Plan entitled "Terms of Sale."

(c) 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 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.

(d) See the section of the Plan entitled "Rights and Obligations of Sponsor" for details.

Ongoing Construction and Sales

13. (a) It is anticipated that for a significant period of time following the First Closing through, including and beyond the Closing of Title to any Residential Unit, work should be expected to be

undertaken and performed by or on behalf of Sponsor to complete construction of the Building, including without limitation, the Residential Units, the amenities and facilities, Storage Lockers, the decoration or finishing of the residential lobby, corridors, elevator finishes and other portions of the Building, including installing light fixtures, painting, hanging wall coverings, or laying carpeting, or building the core and shell of the Non-Residential Units or tenant/occupant improvements for the Non-Residential Units. All of the foregoing work and conditions may create a noisy or otherwise disruptive condition in the Building. The Condominium Board may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a PCO has been obtained. 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. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities may delay the Closing of Title to certain Residential Units or lines of Residential Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed.

(b) 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 construction 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.

(c) 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 first few years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing construction of the Building, making repairs, adjustments and corrections and performing various tasks relating to the completion of construction. 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 purchase price 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 construction 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. Notwithstanding the foregoing, Sponsor shall not allow conditions at the Building to fall below the warranty of habitability, as required by Law.

(d) The Building will contain certain major mechanical equipment, including, but not limited to, elevators/elevator machine rooms, fans, pumps, energy recovery units, HVAC equipment, emergency generator, domestic water tanks, chillers, packaged units and cooling towers (collectively, "Equipment") located on the subcellar, cellar, Floors 5, 6, 10, and 14, and the roof and bulkhead roof levels, and 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, Residential Units and amenity areas in close proximity may be affected. Notwithstanding the foregoing, any noise or vibration shall not violate any applicable building code.

(e) The Condominium Board, Sponsor, and their respective Permitted Users have the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, normally once per month. During such testing periods, which may occur at any time, occupants of Residential Units may experience excessive noise and vibration, which shall not violate the New York City Noise Code.

(f) As is typical and customary in newly constructed or renovated buildings, the Building will be subject to normal settling, deflection, expansion, contraction, and shifting. Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner of any conditions resulting from normal settling, deflection, contraction, expansion or shifting (if any), including without limitation any cracks in the crown molding, minor gapping in the flooring, uneven ceilings or floors, or walls, or floor buckling. Additionally, Purchasers should note that since the ceramic, marble, stone and/or wood finishing installed throughout the Units (in areas including, but not limited to, flooring, walls, countertops, backsplash and vanity tops) are cut from different slabs manufactured in different batches, 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.)

(g) 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.

(h) See the sections of the Plan entitled "Rights and Obligations of Sponsor" and "Description of Property and Improvements" subsection "Services and Facilities" for details.

Non-Residential Units

14. (a) The Condominium will contain 4 Non-Residential Units comprised of a Retail Unit, an Office Unit, a Market Line Unit, and a Broome Street Gardens Unit. The Non-Residential Units are not being offered for sale pursuant to the Plan at this time. Upon the recordation of the Declaration, fee title to the Non-Residential Units will be conveyed to affiliates of Sponsor. The Non-Residential Units may be offered for sale in the future by a duly-filed amendment to the Plan or pursuant to a "No Action, "No Jurisdiction," or other ruling issued by the Department of Law.

(b) No representation is made (i) with respect to the future ownership or tenancies of all or any portion of the Non-Residential Units and (ii) that the owners, tenants, occupants, or other users of the Non-Residential Units will be agreeable to Residential Unit Owners, their Permitted Users, or any other parties. No representation is made with respect to the uses to which any portion of the Non-Residential Units may be put at any time. Each Non-Residential Unit may be used for any purpose permitted by Law (other than the Restricted Uses) and in accordance with the Condominium Documents and the Acquisition Documents, including, without limitation, additional residential units, retail stores, banks, restaurants, theaters, music venues, art production, art gallery/exhibition, bars, spas, health clubs, bowling alleys, event space, catering facility, museums, art galleries, and commercial and professional office space. No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Non-Residential Units may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in any Non-Residential Unit.

(i) It is anticipated that the Broome Street Gardens Unit will be located on portions of Floor 2. As set forth in the Operating Agreement, a portion of the Broome Street Gardens Unit comprising at least 2,250 square feet (the "Public Space") will be open to the general public for approximately eight hours each day. The Public Space may be used by members of the public for activities appropriate to open spaces of similar design and size in the City of New York. However, no person can use the Public Space for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health, or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to property or any person.

The Broome Street Gardens Unit Owner retains the right to establish rules and regulations governing the use of and behavior in the Public Space. Neither the Sponsor nor the Condominium Board shall be liable for any person's violation regarding the use of the Public Space or the rules and regulations established by the Broome Street Gardens Unit Owner. The Broome Street Gardens Unit Owner shall be responsible at its sole cost and expense for the upkeep and maintenance of the Public Space in accordance with the terms of the Operating Agreement.

(ii) It is anticipated that the Market Line Unit will be located on portions of the Subcellar, Cellar, and Ground Floor levels. Pursuant to the terms of the Operating Agreement, the Market Line Unit will contain several vendor stalls and small-to-medium sized spaces, tenanted with a varied mix of retailers and food-oriented uses.

(iii) Sponsor currently anticipates that the Broome Street Gardens Unit and/or Market Line Unit will be used as an event space ("Event Space"), which may be regularly or routinely used for parties, gatherings, and events, that may last until the early morning hours with food and beverage service, music, noise, lights, odors, vibrations, and other disturbances potentially affecting the residents of the Building. It is anticipated that the Event Space will be operated daily. The Event Space and the use thereof will comply with all Laws, including those regarding noise and liquor licensing.

(c) Each Non-Residential Unit Owner and its Permitted Users shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any and without amendment to the Plan, to (i) subdivide and/or combine any Non-Residential Unit(s) and/or (ii) change any Non-Residential Unit(s) in size by relocating a boundary wall between Non-Residential Unit(s). In the event of a subdivision, combination, and/or change in size of any Non-Residential Unit(s), each Non-Residential Unit Owner shall additionally have the right to reapportion among the affected Non-Residential Units their respective Common Interest. Any additional condominium units created as a result of a subdivision of any Non-Residential Unit will retain the same rights, privileges, and benefits afforded the original Non-Residential Unit Owner and will be subject to the same obligations imposed on the original Non-Residential Unit Owner, as set forth in the Condominium Documents. Notwithstanding the foregoing, in the event of a subdivision of any Non-Residential Unit, the Unit Owners of such subdivided Non-Residential Unit shall only have the right to collectively designate 1 Member to the Condominium Board.

(d) Each Non-Residential Unit Owner and its Permitted Users shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing such Non-Residential Unit or any portion of the Building servicing such Non-Residential Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or Facilities forming a part of or servicing such Non-Residential Unit.

(e) In addition to the foregoing, and so long as in compliance with applicable Law, each Non-Residential Unit Owner and its Permitted Users shall have the right and an easement, as applicable, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

(1) to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Non-Residential Unit Owner shall determine, in the storefronts (if any) and windows of such Non-Residential Unit and on the exterior façade of the Building for the purposes of advertising (a) the sale or rental of all or any portion of the Non-Residential Unit, or (b) the operation of any business for which such Non-Residential Unit is used. All signs shall comply with the Uniform Land Use Review Procedure (ULURP) and Law.

(2) subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior façade and/or

the windows of the Non-Residential Unit, including, without limitation, any storefronts, and (ii) create additional means of egress and ingress to such Non-Residential Unit.

(3) to use the sidewalk adjacent to such Non-Residential Unit for any purposes permitted by Law, including, without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalk, provided that the entrances to the Building and the area within ten (10) feet of the residential and Office Unit entrances (unless otherwise authorized by Sponsor) are not impeded by such use. In the event any Non-Residential Unit Owner utilizes a sidewalk adjacent to the Non-Residential Unit, the maintenance, replacement, and repair of the sidewalk during the period of use, together with all costs and expenses associated therewith, shall be the responsibility of the Non-Residential Unit Owner.

(f) See the section of the Plan entitled "Non-Residential Units" for details.

Special Allocation of Certain Common Expenses

15. Each Unit Owner must pay Common Charges to cover the cost of the operation and maintenance of the Condominium and Building in accordance with the New York Condominium Act (Real Property Law §§339(i)1(iv) and 339(m)). These costs, including those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole, will generally be borne by the Unit Owners in proportion to their respective Common Interest. However, certain budgeted items are allocated between the Residential Units and the Non-Residential Units on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of particular Common Elements, which may not be modified without the consent of the Non-Residential Unit Owner. (See the section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" and subsection 6.2 of the By-Laws for details.)

Apportionments with the Condominium

16. At the First Closing, certain apportionments will be made between Sponsor and the Condominium. If the result of 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 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.)

Window Treatments

17. In order to preserve the architectural harmony of the Building, the By-Laws provide that all Residential Unit Owners shall be obligated, regardless of the type of window treatment they use, to provide for a white backing on the window treatment so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. (See the section of the Plan entitled "Rights and Obligations of Unit Owners" for details.)

Effectiveness of the Plan

18. 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 (i.e. 13 Units based on 83 Units offered for sale). Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately close title to their Units. In the event that all Purchase Agreements are rescinded or terminated prior to the date of the First Closing, Sponsor will re-declare the

Plan effective by submission of an amendment to the Department of Law. (See the section of the Plan entitled "Effective Date" for details.)

Purchase Agreement Not Contingent on Financing

19. (a) Although a Purchaser may obtain financing from any lending institution or other source, Purchaser's obligation to purchase a Residential Unit is not contingent on Purchaser obtaining financing. In the event a Purchaser defaults under a Purchase Agreement beyond all applicable cure periods for any reason whatsoever, including without limitation any inability to obtain financing, Sponsor shall be entitled to exercise any remedies provided under the Purchase Agreement, including the right to retain the Deposit as liquidated damages. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. Purchasers may want to consult with a lending institution and/or finalize their financing arrangements before signing a Purchase Agreement. While the First Closing is projected to occur on or around July 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.

(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 (such as 70% or more) of the 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 percentage of units purchased and owner-occupancy is lower than a lender's particular sales or owner-occupancy minimum. It also may be difficult for a Purchaser to resell a Residential Unit if prospective buyers are unable to obtain a loan due to the same sales or owner-occupancy minimum requirements of lenders.

(c) Even after the Building has been submitted to a condominium regime, lenders may still impose minimum sales and/or owner-occupancy requirements before granting a loan. It then may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales and/or owner-occupancy requirements.

(d) See the section of the Plan entitled "Procedure to Purchase" for details.

Special Rights of Sponsor

20. (a) 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 any Residential Limited Common Elements 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. Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements and Residential 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 sale or renting of Unsold Residential 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. Sponsor shall be entitled to permit

any one or more of such easements to be utilized by the Non-Residential Unit Owners and/or Permitted Users. Sponsor reserves the right to install additional 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 (i) such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium and (ii) if subsequent to the recordation of the Declaration, such transfer does not affect the allocation of Common Interest among the Units owned by Unit Owners other than Sponsor (without such Unit Owners' consent). 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 closing notices to Purchasers as well as 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. In the event that the term of the Waiver Period has not already been disclosed, Sponsor shall additionally file an amendment to the Plan disclosing 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. (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, or field conditions arising during construction, 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. In addition, Sponsor reserves the right to change and/or modify, in its sole discretion, the direction of any door swing, cabinet door swing, or appliance door swing shown on the Floor Plans. Purchasers are advised that Residential Units will contain multiple access panels. Sponsor reserves the right to change and/or modify, in its sole discretion, the number and location of access panels, as may be necessary for maintenance or repair of mechanical, electrical, plumbing, or other equipment or systems, or otherwise. (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 (a) against Sponsor unless Sponsor has given its prior written consent, or (b) to adversely affect the Non-Residential Unit Owners unless the affected Non-Residential Unit Owner has given its prior written consent thereto. (See the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" for details.)

Future Construction

21. 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. (See the section of the Plan entitled "Location and Area Information" for details.)

Unit Measurements

22. Floor Plans depicting proposed layouts of Units and the Storage Lockers appear in Part II of the Plan. Each Unit is measured from the exterior side of exterior walls and the centerline of the public corridor, elevator and stairs to the centerline of the partitions separating one Unit from another Unit (columns mechanical pipes, shafts, chases and conduits are not deducted from the measurements of the Units). Each Unit is measured vertically from the top of the concrete slab (located under the finished flooring and sub-flooring materials) to the underside of the slab above. Terraces are measured horizontally from the outside face of exterior walls or glazing of the Building to the glass guardrails and to the centerline of the privacy screen separating one Terrace from another Terrace or other Common Element. As is customary in New York, these square footages may significantly exceed the usable floor area of each Unit. (See the footnotes in the section of the Plan entitled "Schedule A – Purchase Prices and Related Information" and the section of the Plan entitled "Description of Property and Improvements" set forth in Part II for details.)

Active Subway Tunnel and Track

23. An active New York City subway tunnel and track run adjacent to the Property ("Subway Tunnel"). Sponsor does not make any representations with respect to noise or vibrations, if any, on or about the Property as a result of the Subway Tunnel. (See the Section of the Plan entitled "Description of Property and Improvements.")

Possible MTA Facility Connection

24. Sponsor and the Market Line Unit Owner (for so long as the Market Line Unit is owned by an affiliate of Sponsor) each reserve the right, without the consent of the Condominium Board, Managing Agent, Unit Owners, or others, to, at its own sole cost and expense, remove a portion of the Building's foundation and/or wall on the Northern side of the subcellar level of the Market Line Unit so as to create a connection between the Market Line Unit and the MTA subway facility located immediately adjacent to the Property to the North, provided that none of the foregoing shall impair the structural integrity of the Building or adversely affect the operations of any Building Systems. In addition, such alterations shall be subject to the provisions of Sections 5.2(C)(a)-(d), (D), and (E) of the By-Laws, as may be applicable, but nothing herein shall be construed as a restriction or prohibition on the right to construct the connection described herein. Sponsor and the Market Line Unit Owner make no representations regarding whether such a connection will be constructed, or any potential use of such connection. Purchasers are advised that, in the event Sponsor and/or the Market Line Unit Owner elect to construct the connection, such construction may generate noises, fumes, vibrations, and other potential disturbances.

Window Washing/Replacement Equipment

25. Window washing equipment and window replacement equipment (collectively, the "Window Washing/Replacement Equipment") will be installed on Floor 10 and the Penthouse Roof level (Floor 14) of the Building. The Window Washing/Replacement Equipment services the residential portion of the Building only and will not be used for cleaning or replacement of the windows of any Non-Residential Unit. Each of the Non-Residential Unit Owners shall be responsible for the cleaning and replacement of all windows located in their respective Non-Residential Units, including all corresponding costs and expenses. 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 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 all Terraces appurtenant to Residential Units, as well as the corresponding Residential Units themselves 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" for details.)

Legally-Compliant Window Guards / Window Stops

26. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Residential Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be borne by the Residential Unit Owner. It is the responsibility of each Residential 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 Residential 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 Residential Unit and/or any additional equipment as required by Law, and (iii) otherwise ensure that all operable windows located in the Residential Unit comply with Laws relating to window guards and/or window stops. Sponsor makes no representation whether or not Residential Unit Owners will comply with the foregoing obligations. (See the "Residential Rules and Regulations" annexed to the By-Laws set forth in Part II of the Plan for details.)

Curtain Wall

27. (a) As more particularly described in the Description of Property and Improvements set forth in Part II of the Plan, the facade of the Building will consist of a curtain wall system. As a result of the unique and custom design of the curtain wall system (i) if glass or pieces of the curtain wall system need repair or replacement the lead time for such repair and replacement may be longer than for ordinary systems and (ii) additional maintenance and repairs may be required over time.

(b) Purchasers are advised that the use of a curtain wall system on the façade of the Building (i) will require the installation of window shades in order to reduce potential fading in the interior of the Unit, to reduce brightness and/or glare and to maintain comfortable heating and cooling temperatures; (ii) may not be as energy efficient as a non-curtain wall system; and (iii) may cause the Unit to feel warmer than the temperature reflected on the thermostat in the Unit because of the radiant heat of the sun. Use of applied films to the room side surface of the glass is prohibited, whether used for reducing glare, cutting down heat gain, providing light altering characteristics or for any reason whatsoever.

(c) See the section of the Plan entitled "Description of Property and Improvements" set forth in Part II of the Plan for details.

Excess Development Rights

28. Sponsor does not anticipate that any Excess Development Rights will remain upon completion of the Building. However, if any Excess Development Rights do remain upon the recordation of the Declaration, or if the applicable provisions of the Zoning Resolution change in the future such that transferable Excess Development Rights are generated, such 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. 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. The Condominium Board shall be obligated to cooperate with Sponsor in connection with any Excess Development Rights. 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

29. 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 Residential Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Residential Units imply or represent that any such FFE will be located within any portion of the Building or Residential 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 Residential Units that differ from the designations utilized on the Floor Plans of the Residential 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. Furthermore, to the extent the Floor Plans set forth in Part II of the Plan, or any marketing materials and/or advertisements and/or websites used in connection with the sales and marketing of the Residential Units, portray shelving or hooks within a Unit, such items are intended to be for illustrative purposes only. (See the section of the Plan entitled "Rights and Obligations of Sponsor.")

Wood Products

30. 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 Residential Unit, and/or (c) pieces of wood in a Residential 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, and can expand and contract given temperature and humidity changes. 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 Unit Owners.")

Principals of Sponsor Have Executed the Certification of Sponsor and Principals for Compliance with the Martin Act and Governing Regulations

31. Consistent with a recent decision of the New York State Appellate Division of the Supreme Court, First Judicial Department, 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. 3d 542 (1st Dept. 2013). (See the form of "Purchase Agreement" set forth in Part II of the Plan.)

Insurance

32. (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 property, terrorism, and liability insurance) have increased significantly. Although the projections in Schedule B are believed to be reasonable, Purchasers should note that insurance premiums could increase depending on market and catastrophic storm activity. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No assurance 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) See the section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" for details.

Natural Stone Surfaces

33. (a) Certain surfaces in the Residential 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.

(b) To reduce (but not eliminate) the possibility of discoloration and/or etching, Sponsor may, but is in no way obligated to, apply a sealer to natural stone surfaces in the Residential Units prior to delivery of such Residential 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 Residential 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.

(c) See the section of the Plan entitled "Rights and Obligations Unit Owners."

Fannie Mae and FHA

34. While Sponsor does not intend to submit an application to either Federal National Mortgage Association ("Fannie Mae") or the Federal Housing Administration ("FHA") to have the Condominium added to their respective lists of "approved" condominiums, in the event that any such applications were to be submitted, there is no guarantee or assurance that (a) such applications would

satisfy Fannie Mae's and/or FHA's criteria for approval, (b) even if either or both Fannie Mae and FHA requirements are satisfied, that the Condominium will continue to satisfy such criteria, or (c) Purchasers would be able to obtain mortgages insured by Fannie Mae and/or FHA. No Purchaser shall be entitled to rescind any Purchase Agreement for any failure by Sponsor to either apply to Fannie Mae and/or FHA or to have any such application approved. Purchasers are advised that, in the event any applications to Fannie Mae or FHA are submitted and approved, Fannie Mae and FHA require a certain percentage of the total First Year's Budget to be placed in a reserve fund, which would accordingly result in an increase to the estimated Common Charges for the Units for the First Year of Condominium Operation. (See the section of the Plan entitled "Procedure to Purchase.")

Easements and Special Rights of Access

35. (a) In addition to all other easements and rights granted in the Declaration, Sponsor, the Managing Agent, the Condominium Board, and each of their respective Permitted Users shall have an easement in, through and upon:

(i) all Terraces appurtenant to Residential Units, as well as the corresponding Residential Units themselves, for the purposes of: (1) accessing, utilizing, maintaining and replacing, the window washing equipment, the rig sockets and davits, and (2) performing façade maintenance and repairs, and for accessing, utilizing, maintaining, and replacing any related equipment;

(ii) the Residential Units located on Floor 10 and the Terraces appurtenant thereto, for the purpose of accessing, utilizing, maintaining and replacing the exhaust fans and other equipment located on the Terrace;

(iii) Residential Units 7B and 7N and the Terraces appurtenant thereto, for the purpose of accessing, utilizing, and maintaining the inaccessible terrace areas located adjacent to such Terraces; and

(iv) all Units containing access panels for the purposes of changing or modifying the number and location of such access panels, or as may be necessary for the maintenance, repair, or replacement of mechanical, electrical, plumbing, or other equipment or systems, or otherwise from such access panel.

(b) The Office Unit Owner and its Permitted Users shall have an easement in, through and upon the doorway/passageway connecting the Office Unit and Market Line Unit on the ground floor for the purposes of moving between such units.

(c) The Broome Street Garden Unit Owner and its Permitted Users shall have an easement in, through, and upon the ground floor entrance to the Market Line Unit immediately adjacent to Broome Street on the Ground Floor for the purpose of accessing and using the adjacent elevator.

(d) Pursuant to code, the Fire Department of the City of New York shall have a right of access in, through, and upon the Terraces appurtenant to Residential Units (as well as the common residential terrace) located on Floor 6 of the Building, for, among other things, the purpose of accessing the Building in order to respond to emergencies, and to conduct routine repairs, maintenance, testing, and training.

(e) The Office Unit Owner and its Permitted Users shall have an easement in, through and upon: (1) the portion of the Market Line Unit located on the Ground Floor, (2) the Broome Street Gardens Unit located on Floor 2, and (3) the Broome Street Gardens/Market Line Common Elements, all for the purposes of accessing the Office Unit through the entrance directly adjacent to the Broome Street Gardens Unit; provided, however, that such easement shall only be exercised by the Office Unit Owner and its Permitted

Users during the hours of operation of both the Market Line Unit and Broome Street Gardens Unit, or as otherwise determined by the Market Line Unit Owner and Broome Street Gardens Unit Owner.

(f) See the form of the Declaration set forth in Part II of the Plan for details.

Principals of Sponsor

36. All rights of Sponsor as set forth herein and in the Condominium Documents shall inure to the benefit of the principals of Sponsor. (See the section of the Plan entitled "Rights and Obligations of Sponsor.")

Financial Crimes Enforcement Network Disclosure

37. 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 whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Security Exchange Commission ("SEC") or a self-regulated organization registered with the SEC, or an entity solely owned by such a business, 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.")

Real Estate Tax Projections

38. Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes would total approximately $2,186,977 for the Residential Units, assuming no change in the tax rates identified in the Real Estate Tax Projection Opinion. (See the sections of the Plan entitled "Real Estate Taxes" set forth in Part I and "Real Estate Tax Projection Opinion" set forth in Part II for details.)

Use and Occupancy Agreements

39. If Sponsor elects to grant a Purchaser a Use and Occupancy Agreement, then such Use and Occupancy Agreement shall provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unsold Residential 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 shall provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unsold Residential Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies provided therein. In the event a Purchaser is permitted to take possession of the Unsold Residential Unit prior to Closing, such Purchaser will be required to obtain third party premises liability insurance and property insurance for their own benefit in such amounts as determined by Sponsor. A Purchaser who takes possession of a Unit prior to Closing assumes the risk of loss not covered by insurance. (See the Section of the Plan entitled "Use and Occupancy Agreements" for details.)

First Closing and Subsequent Closings

40. (a) Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit the First Closing to take place on or about July 1, 2021. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Residential Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Residential Units on higher floors generally close later than Residential Units on lower floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Residential Unit is delayed or postponed by Sponsor. Nothing contained in this Section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A RESIDENTIAL UNIT.

(b) In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more in the aggregate, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days from the presentation date of the amendment disclosing such updated budget, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon except for any Special Work Funds to the extent that such Special Work Funds have been expended (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

(c) As set forth in 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, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, and lost interest on liquidated assets.

Loss or Damage from Power Outages

41. While it is currently contemplated that Building will be serviced by an emergency generator, nevertheless the Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations, flooding or other such causes in or around the Building, including without limitation in Units and/or the Storage Locker Area. Any loss or damage in any Unit and/or Storage Locker as a result thereof will be at the sole cost of the Unit Owner and/or Storage Locker Licensee, as applicable.

Smoking Policy

42. (a) The Residential Rules and Regulations and the form of Purchase Agreement set forth in Part II of the Plan provide the smoking policy for the Property ("Smoking Policy") in accordance with §17-506.1 of the Administrative Code of the City of New York: No Unit Owner, tenant, occupant, or any other person occupying or visiting a Unit shall smoke in any common area of the Building or within 25 feet of the Building's exterior, except that smoking will be permitted on the terrace on Floor 5 appurtenant to the Office Unit. Purchasers are advised to refer to Part II of the Plan to read the Smoking Policy in its entirety.

(b) Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Residential Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

(c) See the Section of the Plan entitled "Rights and Obligations of Unit Owners."

Façade Inspection Safety Program

43. 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). (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/ Summary of By-Laws.")

DAS Room

44. Purchasers should note that, although the Plans and Specifications and Floor Plans indicate that a "DAS" room (or Distributed Antenna System room) exists on the sub-cellar level of the Building, no distributed antenna system will be installed in the Building by Sponsor. In the event the Unit Owners or Condominium Board decide to install a distributed antenna system in the DAS Room or elsewhere in the Building, all costs and expenses associated with such system, including the purchase, installation, maintenance, and/or later removal of the system, shall be borne by the Condominium.

Auxiliary Radio Connection System

45. Sponsor is required by Law to install an auxiliary radio connection system ("ARC System") in the Building, which is intended to improve and facilitate radio communications within the Building by

the Fire Department of the City of New York. Sponsor intends to enter into a service contract for the ARC System, which will be assigned to the Condominium Board upon creation of the Condominium. All costs and expenses incurred in connection with the maintenance, operation, replacement, or repair of such ARC System shall be borne by the Unit Owners as a General Common Expense.

Noise Disclosure

46. Each Unit Owner must carpet the Unit with at least 80% of the floor space of each room of the Unit covered, except in the kitchen, pantry, and bathrooms. If wall to wall carpeting is installed, the tacking strip must be glued and not nailed to the floor. Any wall to wall carpeting shall only be installed with water soluble glue adhesive or no adhesive or other products used shall damage the underlying flooring in any way. Each Unit Owner shall be responsible for any damage to the flooring caused by any carpet installation.

While compliance with the above requirements is intended to insulate against and reduce the transmission of sound from one Unit to another Unit in the Building, Unit Owners should understand that no amount of sound insulation, carpeting or other material can guaranty the elimination of all sound transmission from one Unit to another Unit in the Building. It is generally well recognized by the courts (a) that "apartment-house living in a metropolitan area is attended with certain well-known inconveniences and discomforts and one cannot expect a noise-free environment," (*Mariani v. Rogers*, 25 Misc.3d 1206A, 901 NYS2d 907 (City Ct. 2009) (quoting *Smalkowski v. Vernon*, 2001 WL 914248 (NY Civ. Ct., Kings Co., 2001)) and (b) that "if one lives in the city he must expect to suffer the dirt, smoke, noise, odors and confusion incident to city life." (*Nussbaum v. Lacopo*, 27 NY2d 311, 315 (1970) (quoting *Campbell v. Seaman*, 63 N.Y. 568, 577 (1876).

Purchase Agreement Provisions

47. The form of Purchase Agreement set forth in Part II of the Plan contains provisions that require a Purchaser to indemnify, defend, and hold harmless Sponsor, or otherwise reimburse Sponsor for any and all legal fees, court costs, disbursements and related expenses, incurred by Sponsor in connection with various disputes, litigations, or other proceedings that may arise involving Sponsor, but only in the event the Sponsor is deemed the prevailing party in such matters. (See the sections of the form of Purchase Agreement set forth in Part II of the Plan entitled "Broker," "Costs of Enforcing and Defending Agreement," and the Schedule D Rider to Purchase Agreement for details.)

Site 5 Public Park

48. Pursuant to the LSGD Declaration, a public neighborhood open space/park space ("Public Park") was created at Site 5 of the Essex Crossing project. The Public Park provides a mix of passive and active recreational space, as amenities for residents, works, and the general public. In connection therewith, each of the Condominium's annual budgets, including the First Year's Budget (as set forth on Schedule B), shall include, as a Non-Residential Common Expense, a portion of the costs of operating and maintaining the Public Park. (See Section of the Plan entitled "Schedule B" and the footnotes annexed thereto for details).

Essex Crossing Tunnel Connections

49. Affiliates of Sponsor, namely SITE 4 DSA Owner LLC and SITE 2 DSA Commercial LLC, have each entered into a revocable consent agreement with New York City Department of Transportation ("DOT") dated August 13, 2018, recorded on August 21, 2018, at CRFN Nos. 2018000281188 and 2018000281187, respectively (the "Site 4 Consent" and "Site 2 Consent" respectively and, together, the "Consent Agreements").

Pursuant to the Site 4 Consent, SITE 4 DSA Owner LLC was granted the consent of DOT to construct, maintain, and use a pedestrian tunnel under and across Suffolk Street in order to connect the Property to the building located at 180 Broome Street ("Site 4 Connection").

Pursuant to the Site 2 Consent, SITE 2 DSA Commercial LLC was granted the consent of DOT to construct, maintain, and use a pedestrian tunnel under and across Norfolk Street in order to connect the Property to the building located at 115 Delancey Street ("Site 2 Connection").

All costs and expenses associated with the maintenance of the Site 4 Connection and Site 2 Connection shall be borne by the Market Line Unit Owner.

Mold Prevention

50. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause mold and/or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew, microscopic spores, and/or any related matters. (See section of the Plan entitled "Rights and Obligations of Unit Owners" and the form of Purchase Agreement set forth in Part II of the Plan for details.)

Laundry Facilities

51. All dryers in Residential Units shall be a ventless type and run on electrical power. Some dryers may be located within clothes or other storage closets, which could cause excessive heat and lint deposits.

Quality Housing Program

52. The Condominium is being developed in accordance with New York City's Quality Housing Program set forth in Article II, Chapter 8 of the New York City Zoning Resolution which encourages development consistent with the character of established neighborhoods. The program has bulk regulations which set height limits and allows high lot coverage buildings that are set at or near the street line. It also requires amenities relating to interior space, recreation areas and landscaping. The program requires that each Unit Owner maintain its Unit in accordance with the standards and in compliance with Law.

Inaccessible Terraces

53. The Building contains two (2) inaccessible terrace areas ("Inaccessible Terraces"). The Inaccessible Terraces are located adjacent to the Terraces appurtenant to Residential Units 7B and 7N, as depicted in more detail on the Floor Plans in Part II of the Plan. The Inaccessible Terraces will be Residential Common Elements, however, only the Condominium Board, Managing Agent, other building staff, and their Permitted Users will be permitted to access the Inaccessible Terraces, which may be accessed for, among other things, maintenance purposes. All Unit Owners, residents, tenants, guests, and other persons are prohibited from accessing and using the Inaccessible Terraces. (See the section of the Plan entitled "Description of the Property and Improvements" and the Declaration set forth in Part II of the Plan for details.)

Alcoves – Units 7H and 8H

54. Alcoves located in Residential Units 7H and 8H are considered non-habitable space. Alcoves may not be legally used as a bedroom or living room. Use of an alcove as a bedroom or living room can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of such improper use or violation shall be borne by such Residential Unit Owner.

UFAS Units

55. Section 504 of the Rehabilitation Act of 1973 ("Rehabilitation Act") and Section 8.29 of Title 24 of the Code of Federal Regulations ("Section 8.29") require developers of certain buildings to accommodate the needs of individuals with qualifying physically handicaps by constructing a certain number of the dwelling units pursuant to the design standards provided by the Uniform Federal Accessibility Standards ("UFAS"). In compliance therewith, Sponsor will be installing UFAS accessible features in certain Units ("UFAS Units") and will also be offering certain Purchasers of UFAS Units the option for additional UFAS accessible features. (See sections of the Plan entitled "Rights and Obligations of Sponsor" and the form of Purchase Agreement set forth in Part II of the Plan for details.)

INTRODUCTION

Nature of the Transaction

Site 3 DSA Owner LLC ("Sponsor") is a limited liability company organized and existing under the laws of the State of Delaware. Sponsor acquired the Property on April 12, 2018, from The City of New York acting by and through its Department of Housing Preservation and Development ("HPD") pursuant to the Acquisition Documents.

The Property will be developed by Sponsor as a part of a larger mixed-use multi-building development project known as Essex Crossing. The first phase of the Essex Crossing project consists of 4 buildings containing, among other things, affordable and luxury "for sale" condominiums, affordable and luxury rental apartments, retail and commercial units, a new Essex Street Market and Market Line, an urban farm, a community facility to be used for cultural activities, a public open space, and a community facility for the Grand Street Settlement. It is anticipated that the second phase of the Essex Crossing project will consist of 3 buildings containing, among other things, affordable and luxury rental apartments, retail and office units and "for sale" residential condominium units. It is anticipated that the third phase of the Essex Crossing project will consist of 2 buildings containing, among other things, affordable and luxury rental apartments, retail units and "for sale" residential condominium units. The component portions of Essex Crossing are subject to change as development plans are reviewed and finalized. Entities affiliated with Sponsor are developing the other condominiums in the Essex Crossing project. Purchaser should not purchase a Unit in the Condominium in reliance on the existence of any building being constructed in any phase of the Essex Crossing project other than the Condominium.

Sponsor presents this offering plan, as the same may be amended from time to time ("Plan") for the establishment of condominium ownership of the Land and Building pursuant to the Condominium Act. The Condominium will be known as One Essex Crossing Condominium and located at 202 Broome Street, New York, NY 10002 ("Property") and shall be subject to and compliant with the Condominium Act.

The principals of Sponsor (as such term is defined in the Department of Law's regulations) are Charles Bendit, Paul Pariser, Ronald Moelis, Donald Capoccia, Joseph Ferrara, Brandon Baron, and Sanford Loewentheil. (See the sections of the Plan entitled "Identity of Parties" and the "Certification of Sponsor and Principals" in Part II of the Plan for details.)

The Condominium will consist of: (a) 83 Residential Units, (b) 4 Non-Residential Units, and (c) 35 Storage Lockers. The Non-Residential Units shall consist of a Retail Unit, an Office Unit, a Market Line Unit, and a Broome Street Gardens Unit. The Residential Units and the Non-Residential Units are collectively referred to as the "Units."

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 is subject to and complies with the New York Condominium Act and contains all of the detailed terms of the transaction.

Sponsor may from time to time amend the Plan by filing an amendment with the Department of Law and serving such amendment on Purchasers, Unit Owners, and any other person entitled to service pursuant to 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 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 may borrow the Plan upon payment of a non-refundable $150 fee. 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 of the Plan entitled "Definitions," unless otherwise defined.

The Property

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit the First Closing to take place on or about July 1, 2021. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Residential Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Residential Units on higher floors generally close later than Residential Units on lower floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Residential Unit is delayed or postponed by Sponsor. Nothing contained in this Section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A RESIDENTIAL UNIT.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more in the aggregate, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days from the presentation date of the amendment disclosing such updated budget, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon except for any Special Work Funds to the extent that such Special Work Funds have been expended (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

As set forth in 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, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs

associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, and lost interest on liquidated assets.

A detailed description of the Property is contained in the section of the Plan entitled "Description of Property and Improvements" set forth in Part I of the Plan.

Offering of Residential Units for Sale

Sponsor hereby offers the Residential Units for sale pursuant to the Plan. The Purchase Prices for each of the Residential 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.

Offering of Storage Locker Licenses for Sale

Sponsor hereby offers the Storage Locker Licenses for sale pursuant to the Plan. The exclusive use of a Storage Locker will be conveyed pursuant to a license agreement, the form of which is set forth in Part II of the Plan ("Storage Locker License"). A Storage Locker may only be purchased by a Purchaser of a Residential Unit. The Purchase Price for each of the Storage Locker Licenses 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 and/or regulate license fees and Special Assessments in connection with the Storage Lockers or Storage Locker Licenses. All Storage Locker Licensees, including Sponsor with respect to Unsold Storage Lockers, shall be responsible for: (i) all costs and expenses associated with the operation of the Storage Locker Area, and (ii) the payment of any license fees and/or Special Assessments imposed by the Condominium Board related to the Storage Lockers; all of which shall constitute "additional Common Charges" under the terms of the Condominium Documents.

Although (i) the Storage Locker Licenses will be between the Condominium Board, Sponsor, and a Purchaser, and (ii) the Storage Locker Area is a Residential Common Element, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Locker Licenses. A Storage Locker License may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit.

Sponsor reserves the unconditional right to sell the Storage Locker Licenses in such order of priority as it may determine and to delay the sale of one or more Storage Locker Licenses. In addition, Sponsor reserves the unconditional right to limit the number of Storage Locker Licenses sold to any Purchaser and to make bulk sales.

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 Storage Locker Licenses and/or to reduce the number of Storage Locker Licenses. 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 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 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 Residential Unit.

Conveyance of Title

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 (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 Reservation of Right to Rent Rather than Sell Residential Units

Sponsor intends, in good faith, to sell rather than rent Units. However, Sponsor reserves the unconditional right to rent rather than sell the Non-Residential Units prior to the consummation of the Plan and all Units after the consummation of the Plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e. 13 Units based on 83 Units offered for sale) and therefore owner-occupants may never gain effective control and management of the Condominium.

Sponsor intends to offer Residential Units for sale both to Purchasers for personal occupancy and Purchasers who are purchasing for investment or resale. Purchasers for investment or resale may rent such Residential Units rather than use such Residential Units for personal occupancy. As a result, some and possibly many Residential Units may be occupied by renters instead of Residential Unit Owners. Since the Condominium Board does not have the right to approve or disapprove potential Purchasers of Residential Units, the Condominium Board is unable to limit the number of Purchasers who purchase Residential Units for investment or resale rather than for personal occupancy and there may always be a substantial percentage of Residential Unit Owners who are not occupants. It is possible that Residential Unit Owners who occupy Residential Units and those Residential Unit Owners who do not occupy Residential Units (including Sponsor) may have inherent conflicts on how the Condominium shall be managed because of their different reasons for purchasing (i.e. purchasing as a home as opposed to as an investment).

Sponsor reserves the unconditional right to sell the Units in such order of priority as it may determine and to delay the sale of one or more Units. In addition, Sponsor reserves the unconditional right to limit the number of Residential Units sold to any Purchaser and to make Bulk Sales. Purchasers of Bulk Sales shall be bound by Sponsor's representations in the Plan with regard to Sponsor's commitment to sell Residential Units. In the event of a Bulk Sale (or any dissolution or liquidation of Sponsor), the principals of the Sponsor will provide financially responsible entities or individuals to assume the status and obligations of Sponsor for those Residential Units.

Sponsor has procured financing for the construction of the Building from SM Tactical Finance II-A LLC ("Construction Lender"). Sponsor will receive advances from Construction Lender provided Sponsor complies with the provisions of the construction loan regarding its responsibilities to use the funds advanced in the agreed manner and generally proceeds with the construction as agreed to in the loan documents. Pursuant to the terms of the construction loan documents, Sponsor must meet certain minimum release prices prior to Construction Lender's release of its lien against the Residential Unit.

In the event that Sponsor transfers ownership of the Property to any Sponsor Lender or any affiliate thereof in accordance with the terms of such loan documents, such transfer shall not by itself constitute a material or adverse change affording Purchasers any rights to rescind their Purchase Agreements.

Quality Housing Program

The Condominium is being developed in accordance with New York City's Quality Housing Program set forth in Article II, Chapter 8 of the New York City Zoning Resolution which encourages development consistent with the character of established neighborhoods. The program has bulk regulations which set height limits and allows high lot coverage buildings that are set at or near the street line. It also requires amenities relating to interior space, recreation areas and landscaping. The program requires that each Unit Owner maintain its Unit in accordance with the standards and in compliance with Law.

Basic Aspects of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home in the case of a Residential Unit, and a building in the case of a Non-Residential Unit. 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," (ii) portions of the Building serving and benefiting the Residential Units, exclusively, including for example, and without limitation, the residential lobby, residential hallways, residential corridors and residential elevators exclusively servicing the Residential Units, these Common Elements being more specifically designated as "Residential Common Elements;" and (iii) portions of the Building exclusively serving and benefiting one Residential Unit such as a Terrace, these Common Elements being specifically designated as "Residential 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 Residential Units or the rights of the Non-Residential Unit Owners to mortgage the Non-Residential 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 whom will be elected by the Residential Unit Owners, subject to the rights of Sponsor and the Non-Residential Unit Owners to designate Members of the Condominium Board, as set forth in the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws." When voting for Members of the Condominium Board, each Residential Unit Owner shall be entitled to cast one vote for each .0001% of Common Interest attributable to the Residential Unit per Residential 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. In the opinion of Tax Counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Residential Unit Owner who itemizes deductions may be eligible, under current Law, to deduct from income for income tax purposes, real estate taxes and interest paid on the Unit

Owner's mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan. (See the section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" for details.)

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 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 Expenses shall be either General Common Expenses attributable to all Unit Owners or Residential Common Expenses attributable to Residential Unit Owners only. Common Charges will be assessed against Residential Unit Owners in the same proportion their respective Residential Units bears to the aggregate Common Interest of all Residential 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 (Real Property Law §§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 § 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).

The Residential Common Interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit bears to the aggregate Common Interest of all of the Residential Units in the Condominium.

Certain budgeted items (See the "Notes to Schedule B" for details) are allocated between the Residential Units and the Non-Residential Units on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of particular Common Elements. The Condominium Board may not modify these allocations without the unanimous consent of the Non-Residential Unit Owners. In the opinion of Sponsor's budget expert, as set forth in the Certifications of Budget Expert set forth in Part II of the Plan, the allocated Common Charges payable by the Non-Residential Unit Owners are sufficient to cover the expenses fairly attributable to the Non-Residential Units. 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 Residential Common Interest of all Residential Units equals 100%. The percentage of Common Interest is 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 Residential 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, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property, as well as liability insurance with respect to occurrences in or about the Unit and any Residential Limited Common Elements appurtenant thereto. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements (except for any Residential Limited Common Elements appurtenant to Units and any Unit Owner Property located in a Common Element), 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 Residential Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Residential Unit based on the Condominium budget in effect as of the Closing Date. The

payment of the Working Capital Fund shall be required of all Purchasers of Residential Units, whether purchased from Sponsor or purchased from a Residential Unit Owner on a resale.

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.

A Residential 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 Residential Unit at one time. A Residential Unit may not be used for any "dormitory," "bed and breakfast," "Airbnb," or other transient hotel-type use. A Residential 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 Residential Unit may be used for any other purpose, provided that such use is permitted by, and complies with Law and does not violate the then existing TCO or PCO covering the Building and that the Condominium Board, in its sole discretion, grants permission for such use. Use and occupancy of the Residential 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 Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, chases, and chaseways. In such event, Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement.

No Storage Locker may be used for any Prohibited Use. The use of a Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of a Storage Locker shall be borne by such Residential Unit Owner.

Notwithstanding anything to the contrary, 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.

With certain exceptions, as set forth in the By-Laws, any sale or rental of a Residential Unit will be subject to a right by the Condominium Board to acquire or lease such Residential Unit or to produce a third party to acquire or lease such Residential Unit on the same terms as were offered to the owner of such Residential Unit. Sponsor and each Non-Residential Unit Owner may sell or lease their respective Units, or portions thereof, without any restriction or limitation. (See the section of the Plan entitled "Rights and Obligations of Unit Owners" subsection "Sales and Leases of Units" for details.)

Each Residential Unit Owner has exclusive use, subject to any and all Residential Rules and Regulations implemented by the Condominium Board, of any Residential Limited Common Element appurtenant to such Residential Unit Owner's Residential 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 Residential Limited Common Element (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to same) shall be charged to all Residential Unit Owners as a Residential Common Expense. The plantings and other installations to be placed on Terraces shall be subject to the Residential Rules and Regulations 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 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 the 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.

The Interstate Land Sales Full Disclosure Act, 15 U.S.C. §§1701 et seq. ("Act") is a federal statute administered, as of July 21, 2011, by the Consumer Financial Protection Bureau ("CFPB") pursuant to the Dodd-Frank Act. Prior to March 25, 2015, the Act would require sponsors of certain new construction condominium projects to file a statement of record ("Statement") and property report ("Property Report") with CFPB and to provide a copy of the Property Report to purchasers before they sign a Purchase Agreement, unless the condominium project or sale is exempt from this filing requirement. However, on September 26, 2014, President Obama signed into law a bill amending the Act that exempts sponsors of condominium projects in New York from the registration and filing requirements of the Act, including the obligation to file a Statement and Property Report. The law took effect on March 25, 2015.

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.

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:

"Acquisition Documents" shall mean those certain agreements and exhibits thereto pertaining to the acquisition of the Property, including, among others: (1) a Land Disposition Agreement dated April 12, 2018, between the City of New York acting through the Department of Housing Preservation ("HPD") and Development and Sponsor; (2) a Deed dated April 12, 2018, between the City of New York acting through HPD and Sponsor; (3) the Operating Agreement dated April 12, 2018, between New York City Economic Development Corporation ("EDC") and Sponsor; and (4) the LSGD Declaration.

"Additional Deposit" shall mean a deposit in an amount equal to 5% of the Purchase Price required to be delivered by Purchaser before the earlier to occur of (i) 6 months after the date on which a Purchase Agreement is executed by Sponsor and Purchaser, 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 in the aggregate, (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.

"Broome Street Gardens/Market Line Common Elements" shall mean those portions of the Common Elements existing for the common use of the Broome Street Gardens Unit Owner and Marke t Line Unit Owner, as more particularly described in the Declaration and the Tax Lot Drawings.

"Broome Street Gardens Unit" shall mean the Non-Residential Unit designated as the Broome Street Gardens Unit in the Declaration together with its Common Interest.

"Broome Street Gardens Unit Owner" shall mean any Unit Owner of the Broome Street Gardens Unit at the time in question.

"Building" shall mean the building located at 202 Broome Street, New York, NY 10002.

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

"Bulk Sales" shall mean the transfer of 10 or more Residential Units or 20% of the total number of Residential Units in the Condominium, whichever is less.

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

"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 is scheduled to occur.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with the 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, Residential Common Elements, the Residential Limited Common Elements, the Non-Residential Common Elements, the Broome Street Gardens/Market Line Common Elements, and the Office 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; and (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). Common Expenses shall be either General Common Expenses attributable to all Unit Owners, Residential Common Expenses attributable to Residential Unit Owners only or Non-Residential Common Expenses attributable to the Non-Residential Unit Owners only.

"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 One Essex Crossing 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 Tax Lot Drawings.

"Construction Lender" shall mean SM Tactical Finance II-A LLC, together with its successors and assigns, as well as any other Person, together with its successors and assigns, from whom Sponsor has procured, or will have procured, an agreement for financing the construction of the Building.

"Construction Loan" shall mean that loan agreement that Sponsor has procured, or will have procured, for financing the construction of the Building.

"Declarant" shall mean Site 3 DSA Owner LLC and its successors and assigns, as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Declarant's rights under the Condominium Documents.

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

"Department of Law" shall mean Office of the Attorney General of the State of New York, Real Estate Finance Bureau.

"Deposits" shall mean, collectively, all deposits, advances and payments delivered by a Purchaser 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, its designees, or any Person which acquires all or any portion of the Excess Development Rights from Sponsor.

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

"Equal or Better Quality" shall mean comparable or better quality as 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.

"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, louvers, access panels, 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 Residential Unit Owner who reside in such Residential Unit Owner's Residential 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 Residential Unit Owners.

"First Closing" shall mean the Closing of Title with respect to the first Residential 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 - Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to as "Schedule B."

"Floor Plans" shall mean the floor plans depicting the proposed layouts of the Units that appear in Part II of the Plan.

"Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, 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 reasonable control of Sponsor, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond control.

"GBL" shall mean section 352-e of the New York State General Business Law, as amended from time to time.

"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 the Units or 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 Tax Lot Drawings except with respect to the Storage Lockers, which are available only for use by the licensee of the particular Storage Locker.

"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 Closing Notice" shall mean that certain written notice designating the time and place of the Closing of Title to a Unit, which is given to Purchaser at least 30 days in advance of such Closing.

"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 signs and delivers the Purchase Agreement.

"Inspection Statement" shall mean that certain document substantially in the form annexed to the form of Purchase Agreement as Schedule "B," set forth in Part II of the Plan.

"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, including mezzanine 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, (iv) principals or other affiliates of Sponsor, or (v) with respect to only loans secured by any Unsold Units and/or any other Unit owned by Sponsor or its principals or other affiliates, (a) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of § 860D of the Internal Revenue Code, (b) any entity not included among any of the foregoing entities that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (c) any group of lenders which shall include one or more of the foregoing, or (d) a wholly-owned subsidiary of any of the foregoing entities.

"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 346, Lot 150 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.

"LSGD Declaration" shall mean the Declaration of Large Scale General Development made as of March 5, 2015, by the City of New York acting by and through HPD, and recorded on March 19, 2015, as CRFN 2015000094319, as amended by the First Modification of Restrictive Declaration made as of March 25, 2015 and recorded on April 14, 2015, as CRFN 2015000124879, and as may be further amended.

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

"Majority of Unit Owners" shall mean (i) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest appurtenant to all Units or (ii) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest 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.

"Market Line Unit" shall mean the Non-Residential Unit designated as the Market Line Unit in the Declaration together with its Common Interest.

"Market Line Unit Owner" shall mean any Unit Owner of the Market Line Unit at the time in question.

"Member" shall mean any member of the Condominium Board, either elected or designated thereto in accordance with the terms of the By-Laws. All such members are collectively referred to as "Members."

"Mortgage Representative" shall mean not more than three (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-Residential Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Non-Residential Units or the Non-Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Non-Residential Units, as more particularly described in the Declaration and the Tax Lot Drawings.

"Non-Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Non-Residential Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the

repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Non-Residential Common Elements; and (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Non-Residential Common Elements.

"Non-Residential Member" shall mean any member of the Condominium Board designated a Non-Residential Unit Owner in accordance with the terms of the By-Laws.

"Non-Residential Unit" shall mean the Broome Street Gardens Unit, Market Line Unit, Office Unit, or Retail Unit designated as such in the Declaration together with its Common Interest. All such Non-Residential Units are collectively referred to as the "Non-Residential Units."

"Non-Residential Unit Owner" shall mean the Unit Owner of any Non-Residential Unit at the time in question. All such Unit Owners are collectively referred to as the "Non-Residential Unit Owners."

"Office Limited Common Elements" shall mean those portions of the Property (other than the Units, the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, the Non-Residential Common Elements, and the Broome Street Gardens/Market Line Common Elements), existing for the use and enjoyment of the Unit Owner of the Office Unit to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Tax Lot Drawings.

"Office Unit" shall mean the Non-Residential Unit designated as the Office Unit in the Declaration together with its Common Interest.

"Office Unit Owner" shall mean any Unit Owner of the Office Unit at the time in question.

"Operating Agreement" shall mean that certain Operating Agreement dated April 12, 2018, between New York City Economic Development Corporation and Sponsor, as the same may be amended from time-to-time.

"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. Wherever the consent of a Permitted Mortgagee is required, "Permitted Mortgagee" shall be deemed to include any Sponsor Lender to the extent that the lien of such Sponsor Loan has not yet been released.

"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, subcontractor, consultant, 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.

"Plans and Specifications" shall mean the plans and specifications for the construction of the Building which (to the extent required by Law) have been or will be filed with the Buildings Department and which may from time to time be amended in accordance with the provisions of the Plan.

"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.

"Prohibited Use" shall mean one or more of any of the following uses: (a) for storing 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, or (b) for sleeping or other occupancy uses.

"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.

"Public Park" shall refer to that neighborhood open space/park space located on the premises of Site 5, which was created pursuant to the LSGD Declaration.

"Purchase Agreement" shall mean an 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.

"Residential Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Tax Lot Drawings, except with respect to the Storage Lockers, which are only available for use by the licensee of the particular Storage Locker.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential 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 Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements.

"Residential Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The Residential Common Interest is the basis for determining a Residential Unit Owner's liability for such Unit Owner's share of the Residential Common Expenses.

"Residential Limited Common Elements" shall mean those portions of the Property (other than the Units, the General Common Elements and the Residential Common Elements), existing for the use and enjoyment of certain Residential Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Tax Lot Drawings.

"Residential Member" shall mean any member of the Condominium Board elected by the Residential Unit Owners or designated by Sponsor in accordance with the terms of the By-Laws.

"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.

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

"Residential Unit Owner" shall mean any Unit Owner of a Residential Unit at the time in question. All such Residential Unit Owners are collectively referred to as the "Residential Unit Owners."

"Restricted Uses" shall mean: (A) any unlawful or illegal business, use or purpose; (B) any purpose or in any way in violation of the certificate of occupancy (temporary or permanent) issued for Unit (provided, that the Unit Owners shall not be prohibited from obtaining amendments to the certificate of occupancy (temporary or permanent) from time to time) or of any then applicable present or future applicable Law, ordinance, order, rule, regulation, code or other legal requirement; (C) the sale or use of illegal drugs; (D) permitting or conducting the operation of a sex club, strip club, or other similar venue, (E) illegal gambling, (F) any so-called head shop or other similar establishment which stocks, displays, sells, rents or offers for sale or rent any drug-related merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips, (G) automotive parts, lube and oil or repair shop or gas station, (H) check cashing store (except as is typical in connection with the operation of a financial services institution), (I) church, mosque, temple or other place of religious worship, (J) dumping, disposing, incinerating or reducing of garbage (exclusive of dumpsters for temporary storage of garbage and any garbage compactors, in each case which are routinely emptied so as to minimize offensive odors), (K) any establishment manufacturing, assembling, displaying or selling fireworks, guns, ammunition or explosives, (L) funeral home or mortuary, (M) any so-called gentleman's club featuring topless waitresses, nude dancing or private "one-on-one" booths or rooms, (N) illicit non-therapeutic massage parlor, (O) off-track betting parlor or other gambling facility, (P) circus, carnival, amusement park, ice skating rink, roller skating rink, (Q) pawn shop, (R) shooting gallery, (S) substance abuse rehabilitation or detoxification recovery center, or treatment center, welfare or mental health facility or a "half-way" house, homeless shelter, an abortion or family planning clinic, medical clinic, hospital or similar agency, whether public or private, which provides services to clients on the premises of the Unit, (T) an "Odd Job" or "Odd Lot" type discount goods store or as a so-called "99 cent store" or "dollar store" type discount store or as a "going out of business," (U) as an office, store, reading room, headquarters, center or other facility principally devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (i) any political party, political movement or political candidate or (ii) any religion, religious group or religious denomination, (V) dry cleaning plant, central laundry or laundromat (but a drop-off dry cleaning store and/or an "organic" (non-chemical) process dry cleaner shall not be considered a Restricted Use), (W) any business practicing satanic or cult ritualistic activities including so-called "devil worship," black magic or rites of passage involving self-mutilation or degradation, (X) use by an International Organization unless such International Organization waives its sovereign or diplomatic immunity in conformity with the Declaration, (Y) use by employment agencies (except for executive placement firms, secretarial services placement firms, legal and other professional search firms and other private employment agencies), (Z) the operation of any legal services office or legal clinic, (AA) any industrial, manufacturing or warehouse use, (BB) use by any United States government, the City or State of New York, any foreign government, the United Nations or any agency or department of any of the foregoing for any purposes that are reasonably likely to create unusually high-volume usage and unusually high traffic patterns, such as a department of motor vehicles.

"Retail Unit" shall mean the Non-Residential Unit designated as the Retail Unit in the Declaration together with its Common Interest.

"Retail Unit Owner" shall mean any Unit Owner of the Retail Unit at the time in question.

"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 - Budget for First Year of Condominium Operation." 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.

"Site 5" shall mean the Essex Crossing Site Five Condominium, located at 145 Clinton Street, New York, New York.

"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.

"Special Work Funds" shall mean all amounts expended by, or reimbursable to, Sponsor for special work requested by Purchaser and agreed to in writing by Sponsor.

"Sponsor" shall mean Site 3 DSA Owner LLC and its successors and assigns, as well as any other 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 Closing Fees" shall mean the closing fees payable to Starr Associates LLP set forth in the section of the Plan entitled "Closing Costs and Adjustments."

"Sponsor Control Period" shall mean the period ending on the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board.

"Sponsor Lender" shall mean any holder of any Sponsor Loan at the time in question.

"Sponsor Loan" shall mean (to the extent entered into between Sponsor and any lender) the Construction Loan, any mezzanine finance loan(s), and/any or preferred equity loan(s). All such loans are collectively referred to as the "Sponsor Loans."

"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 Residential Common Element. Any reference in the Plan to "owning a Storage Locker" means that the Residential Unit Owner has entered into a license for the Storage Locker.

"Storage Locker Area" shall mean an area located on the Cellar level of the Building containing the Storage Lockers. The Storage Locker Area is a Residential Common Element.

"Storage Locker Escrow" shall mean that escrow account in which proceeds from the sale of the Storage Locker are held.

"Storage Locker License" shall mean the agreement pursuant to which a Storage Locker is licensed to a Residential Unit Owner.

"Storage Locker Licensee" shall mean any Residential Unit Owner who licenses a Storage Locker at the time in question. All such Residential Unit Owners are collectively referred to as "Storage Locker Licensees."

"Tax Lot Drawings" shall mean the floor plans of the Units certified by a professional engineer or licensed architect and filed in the Register's Office simultaneously with the recording of the Declaration, as the same may be supplemented and/or amended from time to time.

"TCO" shall mean a temporary certificate of occupancy for the Building or a portion thereof (as applicable) issued by the Buildings Department.

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

"Title Company" shall mean First American Title Insurance Company of NY, having an office at 666 Third Avenue, 5th Floor, New York, NY 10017 (telephone: (212) 551-9402, fax: (714) 361-3540), 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."

"Unit Owner Property" shall mean all appliances, equipment, flooring, fixtures, improvements, furniture, furnishings, decorations, belongings, and other personal property of any kind contained in a Unit, any Residential Limited Common Elements appurtenant thereto, and any Storage Locker.

"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.

"Unsold Residential Unit" shall mean any Residential 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 Residential Units are collectively referred to as the "Unsold Residential Units."

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

"Unsold Unit" shall mean a 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."

"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.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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 Improvements" contained in Part II of the Plan.

Location

The Property is located at 202 Broome Street in the Borough of Manhattan, City and State of New York.

Improvements - General Description of Property

The Condominium will consist of Residential Units, Non-Residential Units, and Storage Lockers located within a structure comprising fourteen (14) above-grade stories, two (2) below-grade levels, one (1) roof level, and one (1) bulkhead roof level.

The Building shall follow a marketing floor numbering system that will omit the 13th floor designation. All floors referenced herein (including in the sections "Description of Property and Improvements" and "Floor Plans" set forth in Part II of the Plan) shall mean the marketing designation unless expressly provided otherwise.

There will also be various amenities for the benefit of the Residential Unit Owners, including a common roof deck, fitness center, playroom, lounge, common storage room, concierge, and various utility and service areas located throughout the Building. (See the subsection entitled "Services and Facilities" for details.)

While it is currently contemplated that Building will be serviced by an emergency generator, nevertheless the Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations, flooding, or other such causes in or around the Building, including without limitation in Units and/or the Storage Locker Area. Any loss or damage in any Unit and/or Storage Locker as a result thereof will be at the sole cost of the Unit Owner and/or Storage Locker Licensee, as applicable.

Purchasers should refer to the Description of Property and Improvements contained in Part II of the Plan for more details.

Residential Units

There will be 83 Residential Units located on Floor 6 through the Penthouse Roof level (Floor 14), the square footages of which are set forth on Schedule A.

Purchasers are urged to consult the Floor Plans and Description of Property and Improvements contained in Part II of the Plan for details regarding the Residential Units.

Storage Lockers

It is presently anticipated that the Building will contain 35 Storage Lockers. The approximate square footages of the Storage Lockers and Purchase Prices of the Storage Locker Licenses are set forth on Schedule A.

A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, chases, and chaseways. In such event, Purchasers

will not be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement.

No Storage Locker may be used for any Prohibited Use. The use of a Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of a Storage Locker shall be borne by such Residential Unit Owner.

Notwithstanding anything to the contrary, 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.

Although (i) the Storage Locker Licenses will be between the Condominium Board, Sponsor, and a Purchaser, and (ii) the Storage Locker Area is a Residential Common Element, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses and retain all proceeds of such sale. The Condominium will not be entitled to any of the proceeds from the sale of the Storage Locker Licenses. A Storage Locker License may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit. All Storage Locker Licensees, including Sponsor with respect to Unsold Storage Lockers, shall be responsible for: (i) all costs and expenses associated with the operation of the Storage Locker Area, and (ii) the payment of any license fees and/or Special Assessments imposed by the Condominium Board related to the Storage Lockers; all of which shall constitute "additional Common Charges" under the terms of the Condominium Documents.

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 Storage Locker Licenses and/or to reduce the number of Storage Locker Licenses. 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 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 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 Residential Unit.

A Storage Locker License shall automatically terminate at such time as the Licensee no longer owns a Residential Unit, unless the Storage Locker License is assigned to and assumed by another Residential 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 Residential 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 or Storage Locker License. Sponsor does not make any representation regarding the availability of any particular Storage Locker or Storage Locker License.

Non-Residential Units

The Condominium will contain four (4) Non-Residential Units comprised of a Retail Unit, an Office Unit, a Market Line Unit, and a Broome Street Gardens Unit. The Non-Residential Units are not being offered for sale pursuant to the Plan at this time. Upon the recordation of the Declaration, fee title to the Non-Residential Units will be conveyed to affiliates of Sponsor. The Non-Residential Units may be offered for sale in the future by a duly-filed amendment to the Plan or pursuant to a "No Action, "No Jurisdiction," or other ruling issued by the Department of Law.

Purchasers should refer to the section of the Plan entitled "Non-Residential Units" for a detailed description of the Non-Residential Units.

Construction Data for Units and Common Elements

Sponsor has engaged CetraRuddy Architecture, D.P.C. as architect of record, S. Desimone Consulting Engineers, LLC as structural engineer and Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Cosentini Associates as mechanical engineer. The Plans and Specifications have been prepared by such architects and engineers. (See the section of the Plan entitled "Identity of Parties" for further detail.)

The construction of the Building will be completed in accordance with the Plans and Specifications, and applicable Law. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth in the "Description of Property and Improvements," items of Equal or Better Quality, subject however to all of the terms and conditions set forth in the section of the Plan entitled "Changes and Prices and Unit." Purchaser are advised to make reference to that section of the Plan for more details relating thereto.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit the First Closing to take place on or about July 1, 2021. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Residential Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Residential Units on higher floors generally close later than Residential Units on lower floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Residential Unit is delayed or postponed by Sponsor. Nothing contained in this Section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A RESIDENTIAL UNIT.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total

common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more in the aggregate, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days from the presentation date of the amendment disclosing such updated budget, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon except for any Special Work Funds to the extent that such Special Work Funds have been expended (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

As set forth in 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, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, and lost interest on liquidated assets.

Services and Facilities

The services and facilities described below will be provided to the residents of the Building and are included in the Common Charges, unless otherwise specified below.

(a) Residential Lobby

There will be a residential lobby located on the first floor of the Building for the use and enjoyment of the residents of the Building.

(b) Residential Lobby Attendants

A lobby attendant will be stationed in the residential lobby 24 hours a day, 7 days a week.

(c) Building Staff

The staff of the Condominium will be supervised by a non-resident building manager. Purchasers should refer to the Footnotes to Schedule B for a complete description of the Building staff.

(d) Residential Elevator Service

Purchasers should refer to the Description of Property and Improvements set forth in Part II for details concerning the elevators.

(e) Telecommunications

The Building will be pre-wired for telephone, cable television and internet services to the Residential Units. Residents will be able to subscribe for telephone, television and internet services. 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 Residential Unit Owner as a Residential Common Expense.

(f) Mail

All incoming mail will be delivered to the Building and will be placed by the United States Postal Service in mail boxes located in the residential lobby of the Building.

(g) Laundry Facilities

Each Residential Unit will contain a washing machine and dryer. There will be a common laundry room located in the Building.

(h) Refuse Disposal

There will be recycling bins and access to refuse chutes located on each floor containing Residential Units. The refuse chutes will lead directly to a compactor located in the compactor room on the Ground Floor.

(i) Communication Facilities and Intercom System

Each Residential Unit will be equipped with an intercom system which will enable the occupants to communicate directly with the lobby attendant. The system will not have any video capabilities. Sponsor reserves the right to substitute an alternate service to enable communication between the concierge and the residents.

(j) Smoke and Carbon Monoxide Detector/Sprinklers

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

(k) Service Entrance

There will be a service entrance located on the Ground Floor.

(l) Fitness Center

An unattended Fitness Center will be located on Floor 6 of the Building.

(m) Playroom

An unattended playroom will be located on Floor 6 of the Building,

(n) Lounge

An amenity lounge will be located on Floor 6 of the Building.

(o) Common Laundry Room

A common laundry room will be located in the Cellar of the Building.

(p) Bicycle Storage Room

A common bicycle storage room will be located on the Ground Floor of the Building.

(q) Common Terrace

The residents of the Building will have access to a common terrace located on Floor 6. Use of the terrace shall be subject to regulation by the Condominium Board, which may include, 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 inclement weather; and (v) a requirement for a chaperone for children under the age of 18.

There will be mechanical equipment belonging to the Condominium located on the subcellar, cellar, Floors 5, 6, 10, and 14, and the roof and bulkhead roof levels, among others, that may generate noise and vibrations.

(r) Inaccessible Terrace Areas

The Building contains two (2) inaccessible terrace areas ("Inaccessible Terraces"). The Inaccessible Terraces are located adjacent to the Terraces appurtenant to Residential Units 7B and 7N, as depicted in more detail on the Floor Plans. The Inaccessible Terraces will be Residential Common Elements, however, only the Condominium Board, Managing Agent, other building staff, and their Permitted Users will be permitted to access the Inaccessible Terraces, which may be accessed for, among other things, maintenance purposes. All Unit Owners, residents, tenants, guests, and other persons are prohibited from accessing and using the Inaccessible Terraces.

(s) Mail Room/Package Room/Refrigerated Storage Room

A mail room, package room, and refrigerated storage room will be located on the Ground Floor of the Building.

(t) General

Use of the services and facilities shall be available only to individuals who reside in a Residential Unit in the Building (i.e. a Residential Unit Owner or permitted tenant) and such individual's guests, provided that such Residential Unit Owner or tenant accompanies the guest during such use. 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.

Purchasers are advised that some or all of the services and facilities described in the Plan (including without limitation a full staff of Building personnel and usage of amenity areas) may not be available until approximately 12 months after the First Closing. However, all services and facilities will be available within 24 months of 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. Furthermore, until certain occupancy levels in the Building are achieved, the hours and duties of the Building staff may be reduced. However, at all times after the First Closing of a Residential Unit, the residential lobby will be attended 24 hours a day, 7 days a week. 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 Common Charges for the period in which such services and/or facilities are not available.

Additionally, as more fully set forth in the section of the Plan entitled "Rights and Obligations of Sponsor," it is anticipated that for a significant period of time following the First Closing through, including and beyond the Closing of Title to any Residential Unit, work should be expected to be undertaken and performed by or on behalf of Sponsor to complete construction of the Building, including without limitation, the Residential Units, the amenities and facilities, Storage Lockers, the decoration or finishing of the residential lobby, corridors, elevator finishes and other portions of the Building, including installing light fixtures, painting, hanging wall coverings or laying carpeting, or building the core and shell of the Non-Residential Units or tenant/occupant improvements for the Non-Residential Units. All of the foregoing work and conditions may create a noisy or otherwise disruptive condition in the Building. The Condominium Board may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a PCO has been obtained. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities, may delay the Closing of Title to certain Residential Units or lines of

Residential Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed.

An active New York City subway tunnel and track run adjacent to the Property ("Subway Tunnel"). Sponsor does not make any representations with respect to noise or vibrations, if any, on or about the Property as a result of the Subway Tunnel.

Sponsor and the Market Line Unit Owner (for so long as the Market Line Unit is owned by an affiliate of Sponsor) each reserve the right, without the consent of the Condominium Board, Managing Agent, Unit Owners, or others, to, at its own sole cost and expense, remove a portion of the Building's foundation and/or wall on the Northern side of the subcellar level of the Market Line Unit so as to create a connection between the Market Line Unit and the MTA subway facility located immediately adjacent to the Property to the North, provided that none of the foregoing shall impair the structural integrity of the Building or adversely affect the operations of any Building Systems. In addition, such alterations shall be subject to the provisions of Sections 5.2(C)(a)-(d), (D), and (E) of the By-Laws, as may be applicable, but nothing herein shall be construed as a restriction or prohibition on the right to construct the connection described herein. Sponsor and the Market Line Unit Owner make no representations regarding whether such a connection will be constructed, or any potential use of such connection. Purchasers are advised that, in the event Sponsor and/or the Market Line Unit Owner elect to construct the connection, such construction may generate noises, fumes, vibrations, and other potential disturbances.

LOCATION AND AREA INFORMATION

Location

The Property is located at 202 Broome Street in the Borough of Manhattan in the City and State of New York and will be part of a larger mixed-use multi-building development project known as Essex Crossing. The Property is bounded by Norfolk Street, Delancey Street, Suffolk Street, and Broome Street.

Surrounding Area, Shopping, Culture and Recreation

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

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 in the New York City area.

Medical, Educational, and Religious Facilities

A number of medical centers are located within the New York City area, such as New York Hospital, Cornell Medical Center, Memorial Sloan Kettering, Lenox Hill Hospital, New York University Medical Center, Mount Sinai Medical Center and Columbia Presbyterian Medical Center.

Private schools, public schools and parochial schools on the elementary, middle school and high school levels are located within the New York City area. 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 New York City area.

Municipal Services

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

The local police station is the 7th Precinct located at 19 ½ Pitt Street, New York, New York, 10002.

The local fire station is Battalion 4, Engine 15, Ladder 18 located at 25 Pitt Street, New York, New York 10002.

Mailing Address

The mailing address for the Building is 202 Broome Street, New York, NY 10002.

Zoning

The Property is located within a C2-5/R8 zoning district in which residential use is permitted.

Landmark Designation

The Building does not have landmark status and is not located in a landmark district.

General

Sponsor does not make any representations to the continued existence of any of the named establishments or transportation lines. Additionally, no representation is made that future construction in the neighborhood surrounding the Condominium will not result in the obstruction of the views from any windows and/or terraces.

SCHEDULE A – PURCHASE PRICES OF UNITS AND RELATED INFORMATION

SCHEDULE A

One Essex Crossing Condominium
202 Broome Street
New York, New York 10002

Offering Prices and Related Information
Projected Common Charges and Real Estate Taxes are for the Anticipated First Year of Condominium Operation (July 1, 2021 - June 30, 2022

(1)	(1)	(1)	(2)	(2)	(3)	(4)	(4)	(5)	(5)	(6)	(6)	(6)	(6)	(7)	(7)
Unit	No. Bedrooms	No. Baths/ Half Baths	Approx Unit Square Footage	Approx Exterior Square Footage	Offering Price	Common Interest	Residential Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Monthly RE Taxes w/ Abatement**	Projected Annual RE Taxes w/ Abatement**	Projected Monthly RE Taxes w/o Abatement **	Projected Annual RE Taxes w/o Abatement**	Projected Total Monthly Carrying Charges w/ Abatement	Projected Total Monthly Carrying Charges w/oAbatement
6A	2	2 Baths/1 Half Bath	1,354	870	$3,575,000	0.5585%	1.6300%	$2,341.16	$28,094	$2,179.18	$26,150	$2,641.43	$31,697	$4,520.33	$4,982.58
6C	1	1 Bath	782	194	$1,760,000	0.2947%	0.8600%	$1,235.21	$14,823	$1,149.75	$13,797	$1,393.64	$16,724	$2,384.96	$2,628.85
6E	1	1 Bath/1 Half Bath	777	197	$1,810,000	0.2947%	0.8600%	$1,235.21	$14,823	$1,149.75	$13,797	$1,393.64	$16,724	$2,384.96	$2,628.85
6F	2	2 Baths	1,090	293	$2,550,000	0.4112%	1.2000%	$1,723.55	$20,683	$1,604.30	$19,252	$1,944.61	$23,335	$3,327.85	$3,668.16
6G	3	3 Baths	1,687	888	$4,100,000	0.6750%	1.9700%	$2,829.50	$33,954	$2,633.73	$31,605	$3,192.40	$38,309	$5,463.23	$6,021.89
6H	1	1 Bath/1 Half Bath	851	297	$1,860,000	0.3289%	0.9600%	$1,378.84	$16,546	$1,283.44	$15,401	$1,555.69	$18,668	$2,662.28	$2,934.53
6J	1	1 Bath	778	314	$1,760,000	0.3050%	0.8900%	$1,278.30	$15,340	$1,189.86	$14,278	$1,442.25	$17,307	$2,468.16	$2,720.55
6K	1	1 Bath	775	317	$1,760,000	0.3015%	0.8800%	$1,263.94	$15,167	$1,176.49	$14,118	$1,426.05	$17,113	$2,440.43	$2,689.98
6L	1	1 Bath	740	308	$1,760,000	0.2913%	0.8500%	$1,220.85	$14,650	$1,136.38	$13,637	$1,377.43	$16,529	$2,357.23	$2,598.28
6M	3	3 Baths/1 Half Bath	1,863	1,069	$4,595,000	0.7573%	2.2100%	$3,174.21	$38,090	$2,954.59	$35,455	$3,581.32	$42,976	$6,128.80	$6,755.53
7A*	3	3 Baths	1,578	0	$2,975,000	0.5585%	1.6300%	$2,341.16	$28,094	$2,179.18	$26,150	$2,641.43	$31,697	$4,520.33	$4,982.58
7C*	1	1 Bath	779	0	$1,585,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
7E	1	1 Bath/1 Half Bath	777	0	$1,630,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
7F	2	2 Baths	1,091	0	$2,195,000	0.3872%	1.1300%	$1,623.01	$19,476	$1,510.72	$18,129	$1,831.17	$21,974	$3,133.73	$3,454.18
7G	3	3 Baths	1,726	0	$3,395,000	0.6134%	1.7900%	$2,570.96	$30,852	$2,393.08	$28,717	$2,900.71	$34,808	$4,964.05	$5,471.67
7H^	1	2 Baths	1,002	0	$1,915,000	0.3564%	1.0400%	$1,493.74	$17,925	$1,390.40	$16,685	$1,685.33	$20,224	$2,884.14	$3,179.07
7J	1	1 Bath	778	0	$1,435,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
7K	1	1 Bath	773	0	$1,435,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
7L	1	1 Bath	742	0	$1,435,000	0.2638%	0.7700%	$1,105.95	$13,271	$1,029.43	$12,353	$1,247.79	$14,973	$2,135.37	$2,353.74
7M	2	2 Baths/1 Half Bath	1,341	204	$3,095,000	0.4934%	1.4400%	$2,068.26	$24,819	$1,925.16	$23,102	$2,333.53	$28,002	$3,993.42	$4,401.79
7N	2	2 Baths/1 Half Bath	1,358	316	$3,095,000	0.5106%	1.4900%	$2,140.08	$25,681	$1,992.01	$23,904	$2,414.55	$28,975	$4,132.08	$4,554.63
7P	1	1 Bath	784	0	$1,295,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
7Q	1	1 Bath	768	0	$1,265,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
7D	1	1 Bath/1 Half Bath	791	0	$1,585,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
7B	2	2 Baths	1,278	501	$3,095,000	0.4969%	1.4500%	$2,082.62	$24,991	$1,938.53	$23,262	$2,349.73	$28,197	$4,021.16	$4,432.36
8A*	3	3 Baths	1,578	0	$2,995,000	0.5585%	1.6300%	$2,341.16	$28,094	$2,179.18	$26,150	$2,641.43	$31,697	$4,520.33	$4,982.58
8C	1	1 Bath	779	0	$1,600,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
8E	1	1 Bath/1 Half Bath	777	0	$1,645,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
8F	2	2 Baths	1,091	0	$2,215,000	0.3872%	1.1300%	$1,623.01	$19,476	$1,510.72	$18,129	$1,831.17	$21,974	$3,133.73	$3,454.18
8G	3	3 Baths	1,725	0	$3,425,000	0.6134%	1.7900%	$2,570.96	$30,852	$2,393.08	$28,717	$2,900.71	$34,808	$4,964.05	$5,471.67
8H^	1	2 Baths	1,008	0	$1,935,000	0.3564%	1.0400%	$1,493.74	$17,925	$1,390.40	$16,685	$1,685.33	$20,224	$2,884.14	$3,179.07
8J*	1	1 Bath	778	0	$1,450,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
8K	1	1 Bath	773	0	$1,450,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
8L	1	1 Bath	742	0	$1,450,000	0.2638%	0.7700%	$1,105.95	$13,271	$1,029.43	$12,353	$1,247.79	$14,973	$2,135.37	$2,353.74
8M	2	2 Baths/1 Half Bath	1,357	0	$2,675,000	0.4797%	1.4000%	$2,010.81	$24,130	$1,871.69	$22,460	$2,268.71	$27,225	$3,882.50	$4,279.52
8N	2	2 Baths/1 Half Bath	1,369	168	$3,095,000	0.5003%	1.4600%	$2,096.99	$25,164	$1,951.90	$23,423	$2,365.94	$28,391	$4,048.89	$4,462.93
8P	0	1 Bath	518	0	$890,000	0.1850%	0.5400%	$775.60	$9,307	$721.94	$8,663	$875.07	$10,501	$1,497.53	$1,650.67
8Q	1	1 Bath	782	0	$1,280,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
8D	1	1 Bath/1 Half Bath	791	0	$1,600,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
8B	2	2 Baths	1,278	0	$2,435,000	0.4523%	1.3200%	$1,895.91	$22,751	$1,764.73	$21,177	$2,139.07	$25,669	$3,660.64	$4,034.97
9A	2	2 Baths/1 Half Bath	1,367	0	$2,895,000	0.4866%	1.4200%	$2,039.54	$24,474	$1,898.42	$22,781	$2,301.12	$27,613	$3,937.96	$4,340.65
9C	1	1 Bath	778	0	$1,615,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
9E*	1	1 Bath/1 Half Bath	777	0	$1,660,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
9F	2	2 Baths	1,091	0	$2,235,000	0.3872%	1.1300%	$1,623.01	$19,476	$1,510.72	$18,129	$1,831.17	$21,974	$3,133.73	$3,454.18
9G	3	3 Baths	1,725	0	$3,455,000	0.6134%	1.7900%	$2,570.96	$30,852	$2,393.08	$28,717	$2,900.71	$34,808	$4,964.05	$5,471.67
9H	1	1 Bath/1 Half Bath	931	0	$1,735,000	0.3289%	0.9600%	$1,378.84	$16,546	$1,283.44	$15,401	$1,555.69	$18,668	$2,662.28	$2,934.53
9J	1	1 Bath	779	0	$1,465,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
9K	1	1 Bath	773	0	$1,465,000	0.2741%	0.8000%	$1,149.03	$13,788	$1,069.53	$12,834	$1,296.41	$15,557	$2,218.57	$2,445.44
9L	1	1 Bath	742	0	$1,465,000	0.2638%	0.7700%	$1,105.95	$13,271	$1,029.43	$12,353	$1,247.79	$14,973	$2,135.37	$2,353.74

SCHEDULE A

One Essex Crossing Condominium
202 Broome Street
New York, New York 10002

Offering Prices and Related Information
Projected Common Charges and Real Estate Taxes are for the Anticipated First Year of Condominium Operation (July 1, 2021 - June 30, 2022

(1)	(1)	(1)	(2)	(2)	(3)	(4)	(4)	(5)	(5)	(6)	(6)	(6)	(6)	(7)	(7)
Unit	No. Bedrooms	No. Baths/ Half Baths	Approx Unit Square Footage	Approx Exterior Square Footage	Offering Price	Common Interest	Residential Common Interest	Projected Monthly Common Charges	Projected Annual Common Charges	Projected Monthly RE Taxes w/ Abatement**	Projected Annual RE Taxes w/ Abatement**	Projected Monthly RE Taxes w/o Abatement **	Projected Annual RE Taxes w/o Abatement**	Projected Total Monthly Carrying Charges w/ Abatement	Projected Total Monthly Carrying Charges w/oAbatement
9M	2	2 Baths/1 Half Bath	1,457	1,734	$3,650,000	0.6716%	1.9600%	$2,815.13	$33,782	$2,620.36	$31,444	$3,176.19	$38,114	$5,435.49	$5,991.33
9N	2	2 Baths/1 Half Bath	1,426	705	$3,375,000	0.5688%	1.6600%	$2,384.25	$28,611	$2,219.28	$26,631	$2,690.04	$32,280	$4,603.53	$5,074.29
9P	0	1 Bath	518	0	$895,000	0.1850%	0.5400%	$775.60	$9,307	$721.94	$8,663	$875.07	$10,501	$1,497.53	$1,650.67
9Q	1	1 Bath	782	0	$1,295,000	0.2776%	0.8100%	$1,163.40	$13,961	$1,082.90	$12,995	$1,312.61	$15,751	$2,246.30	$2,476.01
9D	1	1 Bath/1 Half Bath	791	0	$1,615,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
9B	2	2 Baths/1 Half Bath	1,239	177	$2,895,000	0.4557%	1.3300%	$1,910.27	$22,923	$1,778.10	$21,337	$2,155.27	$25,863	$3,688.37	$4,065.54
10A	2	2 Baths/1 Half Bath	1,440	194	$3,300,000	0.5277%	1.5400%	$2,211.89	$26,543	$2,058.85	$24,706	$2,495.58	$29,947	$4,270.74	$4,707.47
10C*	2	2 Baths	1,250	0	$2,475,000	0.4420%	1.2900%	$1,852.82	$22,234	$1,724.62	$20,695	$2,090.45	$25,085	$3,577.44	$3,943.27
10F	2	2 Baths	1,092	0	$2,255,000	0.3872%	1.1300%	$1,623.01	$19,476	$1,510.72	$18,129	$1,831.17	$21,974	$3,133.73	$3,454.18
10G	2	2 Baths/1 Half Bath	1,424	0	$2,945,000	0.5037%	1.4700%	$2,111.35	$25,336	$1,965.27	$23,583	$2,382.14	$28,586	$4,076.62	$4,493.49
10H	3	3 Baths/1 Half Bath	1,906	1,490	$4,595,000	0.8052%	2.3500%	$3,375.29	$40,503	$3,141.76	$37,701	$3,808.19	$45,698	$6,517.05	$7,183.48
10D	1	1 Bath/1 Half Bath	792	0	$1,630,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
10B	2	2 Baths/1 Half Bath	1,237	0	$2,475,000	0.4386%	1.2800%	$1,838.45	$22,061	$1,711.26	$20,535	$2,074.25	$24,891	$3,549.71	$3,912.70
11A	2	2 Baths/1 Half Bath	1,440	0	$2,975,000	0.5106%	1.4900%	$2,140.08	$25,681	$1,992.01	$23,904	$2,414.55	$28,975	$4,132.08	$4,554.63
11C*	2	2 Baths	1,250	0	$2,495,000	0.4420%	1.2900%	$1,852.82	$22,234	$1,724.62	$20,695	$2,090.45	$25,085	$3,577.44	$3,943.27
11F	2	2 Baths	1,092	0	$2,275,000	0.3872%	1.1300%	$1,623.01	$19,476	$1,510.72	$18,129	$1,831.17	$21,974	$3,133.73	$3,454.18
11G	2	2 Baths/1 Half Bath	1,424	0	$2,970,000	0.5037%	1.4700%	$2,111.35	$25,336	$1,965.27	$23,583	$2,382.14	$28,586	$4,076.62	$4,493.49
11H	1	2 Baths	1,170	0	$2,275,000	0.4146%	1.2100%	$1,737.91	$20,855	$1,617.67	$19,412	$1,960.81	$23,530	$3,355.59	$3,698.73
11J	1	1 Bath	790	0	$1,600,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
11D	1	1 Bath/1 Half Bath	792	0	$1,645,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
11B	2	2 Baths/1 Half Bath	1,237	0	$2,495,000	0.4386%	1.2800%	$1,838.45	$22,061	$1,711.26	$20,535	$2,074.25	$24,891	$3,549.71	$3,912.70
12A	2	2 Baths/1 Half Bath	1,438	205	$3,350,000	0.5277%	1.5400%	$2,211.89	$26,543	$2,058.85	$24,706	$2,495.58	$29,947	$4,270.74	$4,707.47
12C	1	1 Bath/1 Half Bath	947	0	$1,935,000	0.3358%	0.9800%	$1,407.57	$16,891	$1,310.18	$15,722	$1,588.10	$19,057	$2,717.75	$2,995.66
12F	2	2 Baths	1,092	0	$2,295,000	0.3872%	1.1300%	$1,623.01	$19,476	$1,510.72	$18,129	$1,831.17	$21,974	$3,133.73	$3,454.18
12G	2	2 Baths/1 Half Bath	1,424	0	$2,995,000	0.5037%	1.4700%	$2,111.35	$25,336	$1,965.27	$23,583	$2,382.14	$28,586	$4,076.62	$4,493.49
12H	1	2 Baths	1,170	0	$2,295,000	0.4146%	1.2100%	$1,737.91	$20,855	$1,617.67	$19,412	$1,960.81	$23,530	$3,355.59	$3,698.73
12J	1	1 Bath	790	0	$1,615,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
12D	1	1 Bath/1 Half Bath	792	0	$1,660,000	0.2810%	0.8200%	$1,177.76	$14,133	$1,096.27	$13,155	$1,328.82	$15,946	$2,274.03	$2,506.58
12B	2	2 Baths/1 Half Bath	1,244	0	$2,520,000	0.4420%	1.2900%	$1,852.82	$22,234	$1,724.62	$20,695	$2,090.45	$25,085	$3,577.44	$3,943.27
PHA	3	3 Baths/1 Half Bath	2,161	733	$6,689,000	0.8327%	2.4300%	$3,490.19	$41,882	$3,248.71	$38,985	$3,937.83	$47,254	$6,738.90	$7,428.02
PHC	1	1 Bath/1 Half Bath	1,171	373	$2,995,000	0.4489%	1.3100%	$1,881.54	$22,579	$1,751.36	$21,016	$2,122.86	$25,474	$3,632.91	$4,004.41
PHD	3	3 Baths/1 Half Bath	2,187	907	$6,585,000	0.8566%	2.5000%	$3,590.73	$43,089	$3,342.30	$40,108	$4,051.27	$48,615	$6,933.03	$7,642.00
PHE	2	2 Baths/1 Half Bath	1,693	712	$4,985,000	0.6648%	1.9400%	$2,786.41	$33,437	$2,593.62	$31,123	$3,143.78	$37,725	$5,380.03	$5,930.19
PHB	3	3 Baths/1 Half Bath	1,851	1,060	$5,685,000	0.7299%	2.1300%	$3,059.30	$36,712	$2,847.64	$34,172	$3,451.68	$41,420	$5,906.94	$6,510.98
RESIDENTIAL TOTAL			**93,081**	**14,226**	**$202,824,000**	**34.2656%**	**100.0000%**	**$143,629**	**$1,723,551**	**$133,692**	**$1,604,302**	**$162,051**	**$1,944,608**	**$277,321**	**$305,680**
Office Unit			128,691	2,194		45.9422%		$35,307.92	$423,695	-	-	$186,765	$2,241,184	-	$222,073.25
Market Line Unit			35,421			12.3698%		$9,868.50	$118,422	-	-	$54,925	$659,102	-	$64,793.67
Retail Unit			14,493			5.1425%		$4,486.92	$53,843	-	-	$36,302	$435,629	-	$40,789.33
Broome Street Gardens Unit			6,078			2.2799%		$2,398.42	$28,781	-	-	$8,962	$107,540	-	$11,360.08
NON-RESIDENTIAL TOTAL			**184,683**	**2,194**		**65.7344%**		**$52,062**	**$624,741**	**-**	**-**	**$286,955**	**$3,443,455**	**-**	**$339,016.33**
GRAND TOTAL			**277,764**	**16,420**		**100.0000%**		**$195,691**	**$2,348,292**	**$133,692**	**$1,604,302**	**$449,005**	**$5,388,063**	**$277,321**	**$644,696**

*** UFAS UNITS (See section of the Plan entitled "Rights and Obligations of Sponsor" for details)**

**** The projected real estate taxes for the first year of Condominium Operation contained on Schedule A are partially based on an assessment of the Building before construction is complete. Purchasers are advised that real estate taxes may increase materially when the Building is reassessed after construction is complete. See footnote 6 to Schedule A for more information regarding the projected assessed valuation after completion of construction.**

^ Unit contains an alcove that is considered non-habitable space. See footnote 2 to Shedule A for details

Schedule A-2: Storage Lockers

Storage Locker	Approx. Square Footage	Offering Price	Monthly License Fee
1	25 SQ FT	$25,000	$2.38
2	25 SQ FT	$25,000	$2.38
3	25 SQ FT	$25,000	$2.38
4	25 SQ FT	$25,000	$2.38
5	25 SQ FT	$25,000	$2.38
6	25 SQ FT	$25,000	$2.38
7	25 SQ FT	$25,000	$2.38
8	25 SQ FT	$25,000	$2.38
9	25 SQ FT	$25,000	$2.38
10	25 SQ FT	$25,000	$2.38
11	25 SQ FT	$25,000	$2.38
12	25 SQ FT	$25,000	$2.38
13	25 SQ FT	$25,000	$2.38
14	25 SQ FT	$25,000	$2.38
15	25 SQ FT	$25,000	$2.38
16	25 SQ FT	$25,000	$2.38
17	25 SQ FT	$25,000	$2.38
18	25 SQ FT	$25,000	$2.38
19	25 SQ FT	$25,000	$2.38
20	25 SQ FT	$25,000	$2.38
21	25 SQ FT	$25,000	$2.38
22	25 SQ FT	$25,000	$2.38
23	25 SQ FT	$25,000	$2.38
24	25 SQ FT	$25,000	$2.38
25	25 SQ FT	$25,000	$2.38
26	25 SQ FT	$25,000	$2.38
27	25 SQ FT	$25,000	$2.38
28	25 SQ FT	$25,000	$2.38
29	25 SQ FT	$25,000	$2.38
30	25 SQ FT	$25,000	$2.38
31	25 SQ FT	$25,000	$2.38
32	25 SQ FT	$25,000	$2.38
33	25 SQ FT	$25,000	$2.38
34	25 SQ FT	$25,000	$2.38
35	25 SQ FT	$25,000	$2.38
TOTALS	875	$875,000	$83.33

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 Residential Units. The number of bedrooms and bathrooms for each Residential Unit was determined by Sponsor's architect in accordance with industry practice and Law for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. Each Residential Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

2. The square footages of the Units listed in Schedule A and in the Declaration are approximate within reasonable tolerances 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. Each Unit is measured from the exterior side of exterior walls and the centerline of the public corridor, elevator and stairs to the centerline of the partitions separating one Unit from another Unit (columns mechanical pipes, shafts, chases and conduits are not deducted from the measurements of the Units). Each Unit is measured vertically from the top of the concrete slab (located under the finished flooring and sub-flooring materials) to the underside of the slab above. Terraces are measured horizontally from the outside face of exterior walls or glazing of the Building to the glass guardrails and to the centerline of the privacy screen separating one Terrace from another Terrace or other Common Element. As is customary in New York, these square footages may significantly exceed the usable floor area of each Unit. The method of measurement is applicable to all Units. Alcoves located in Residential Units 7H and 8H are considered non-habitable space. Alcoves may not be legally used as a bedroom or living room. Use of an alcove as a bedroom or living room can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of such improper use or violation shall be borne by the responsible Residential Unit Owner. 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 Residential 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 Residential Units may be negotiated by Sponsor and, therefore, may be changed. Accordingly, Purchasers may pay different Purchase Prices for similar Residential 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." 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 and/or regulate license fees and Special Assessments in connection with the Storage Lockers or Storage Locker Licenses. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

4. (a) The Common Interest of each Unit in the Common Elements has been determined pursuant to the method set forth in Real Property Law § 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).

(b) The percentage interest of each Residential Unit in the Residential Common Elements is apportioned in the same proportion that the Residential Unit bears to the aggregate Common Interest of all of the Residential Units in the Condominium.

5. The estimated monthly Common Charges for each Unit are based on Schedule B - Budget for First Year of Condominium Operation prepared by Budget Expert on the assumption that the First Year of Condominium Operation will be the year from July 1, 2021 – June 30, 2022. The actual First Year of Condominium Operation may be earlier or later than such year. 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 sub-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 Residential Units.

It is presently anticipated (but in no way guaranteed) that an application will be made to the New York State Public Service Commission in order to permit the Condominium Board to purchase electricity from Con Edison at a "bulk rate" (which may result in a savings to Unit Owners). In the event that such application is made, and subsequently granted, the Condominium Board will assess the cost of electricity provided to the Unit Owners. Each Unit will be billed by the Condominium Board for actual consumption on the basis of its submeter and the Condominium Board will, in turn, pay Con Edison. Alternatively, the cost of electricity supplied to each Unit will be sub-metered and payable by the Unit Owner directly to Con Edison.

As discussed in the section of the Plan entitled "Description of Property and Improvements" 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.

6. The following discussion of certain income tax consequences of the ownership of Residential Units by Purchasers who use such Residential Units as a personal residence was based, in part, upon the opinion letter prepared by Olshan Frome Wolosky LLP ("Income Tax Counsel"), a copy of which is set forth in Part II of the Plan. Subject to certain exceptions and limitations that are more particularly discussed in the Income Tax Counsel's opinion letter, it is the opinion of Income Tax Counsel that a Residential Unit Owner who uses his or her Residential 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). 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). Sponsor makes no representation concerning the availability of any tax deductions. (See the section of the Plan entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium" for more details.)

The following discussion of projected real estate taxes for the First Year of Condominium Operation was based, in part, upon the opinion letter prepared by Marcus & Pollack LLP ("Real Estate Tax Counsel"), a copy of which is set forth in Part II of the Plan. It is estimated that the aggregate real estate taxes payable with respect to all Residential Units for the First Year of Condominium Operation will be approximately $1,944,608 assuming (a) an estimated transitional/taxable assessed valuation for the Property of $15,852,353 for the 2020/21 tax year reflecting the assessment for a partially constructed property, and (b) estimated tax rates of (i) 12.267 per $100 of assessed valuation for the 2020/21 tax year for the residential component for the 2020/21 tax year and (ii) 12.267 per $100 of assessed valuation for the residential component for the 2021/22 tax year. This tax projection does not take into account any real estate tax abatements that may be applicable to the Property at any given time. Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes would total approximately $2,186,977 for the Residential Units, assuming no change in the above listed tax rates.

As detailed in the opinion letter prepared by Marcus & Pollack LLP, a copy of which is set forth in Part II of the Plan, 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% ("Coop/Condo Abatement"). In addition to the real estate tax projections described above, Schedule A also contains columns detailing the projected monthly and annual real estate taxes for the Residential Units during the First Year of Condominium Operation in the event such Residential Unit was the recipient of a reduction in real estate taxes pursuant to the Coop/Condo Abatement. The conditions that must be satisfied in order to be eligible to receive the Coop/Condo Abatement are detailed in the opinion letter prepared by Marcus & Pollack LLP. Sponsor makes no representations or guarantees regarding: (1) the availability or applicability of the Coop/Condo Abatement, and (2) whether any particular Unit will be eligible to receive, or will actually receive, a reduction in real estate taxes in connection with the Coop/Condo Abatement. Purchasers should not purchase a Unit in reliance on the availability or applicability of the Coop/Condo Abatement.

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 respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Tax Lot Drawings are filed with the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Residential Units were apportioned among the Units based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the offering price as set forth on Schedule A for each Unit bears to the gross sellout price for all Units offered for sale 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. 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.

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, Income Tax Counsel, Real Estate Tax Counsel or Selling Agent 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 applicable state and local laws and regulations 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.

Each Unit Owner shall be responsible for the payment of any Business Improvement District taxes/charges assessed against such Unit Owner's Unit. If, prior to the separate assessment of the Units, Business Improvement District taxes/charges are assessed against the Condominium or Property as a whole, such taxes/charges shall be paid by the Condominium Board and borne by the Non-Residential Unit Owners as a Non-Residential Common Expense proportionally based on their respective percentages of Common Interest. While it is currently anticipated that Business Improvement District taxes/charges will only be assessed against Non-Residential Units, Sponsor makes no representations, warranties, or guarantees as to whether Business Improvement District taxes/charges will be assessed against any Residential Units or the amount of Business Improvement District taxes/charges that may be assessed against a Unit at any given time.

7. These figures represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes. The Schedule A contains separate columns for the aggregate estimated monthly carrying charges both with and without application of the Coop/Condo Abatement discussed in Footnote 6, above.

Each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Working Capital Fund of the Condominium at Closing, in an amount equal to 2 months' Common Charges with respect to the Residential Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund shall be required of all Purchasers of Residential Units, whether purchased from Sponsor or purchased from a Residential Unit Owner on a resale.

SCHEDULE B – BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

SCHEDULE"B"
One Essex Crossing Condominium
Projected Budget for First Full Year of Condominium Operation
July 1, 2021 – June 30, 2022

PROJECTED INCOME (1)

Residential Units Common Charges	$ 1,723,551
Office Unit Common Charges	$ 423,695
Market Line Unit Common Charges	$ 118,422
At-Grade Retail Unit Common Charges	$ 53,843
Broome Street Gardens Unit Common Charges	$ 28,781
Storage License Income (2)	$ 1,000
TOTAL PROJECTED INCOME	$ 2,349,292

PROJECTED EXPENSES

Wages, Payroll Taxes and Benefits (3)	$ 752,158
Heat & Hot Water (4)	$ 99,821
Cooking Gas (5)	$ 7,826
Electricity (6)	$ 443,133
Water & Sewer (7)	$ 111,978
Repairs & Maintenance (8)	$ 60,000
Services & Supplies (9)	$ 371,800
Insurance (10)	$ 124,956
Management Fee (11)	$ 84,000
Legal & Auditing Fees (12)	$ 15,000
Non-Resident Manager Unit Costs (13)	$ 97,500
Essex Crossing Park Contribution (14)	$ 25,000
Storage License Expenses (15)	$ 1,000
Administration (16)	$ 45,000
Reserve Fund (17)	$ 85,120
Contingency (18)	$ 25,000
TOTAL PROJECTED FIRST YEAR EXPENSES (19)	$ 2,349,292

The accompanying notes are an integral part of this Schedule B and should be read in conjunction herewith

Notes to Schedule B

(1) COMMON CHARGES - (Budget - $2,348,292)

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 July 1, 2021. The actual first year of operation may be earlier or later.

The allocation for the General Common Expenses to be borne by Residential Units, Retail Unit, Broome Street Gardens Unit, Market Line Unit and Office Unit Common Charges have been allocated on the basis of their respective Percentage of Common Interest: Residential Unit 34.2656%; Office Unit 45.9422%; Market Line Unit, 12.3698%; At-Grade Retail Unit, 5.1425%; and Broome Street Gardens Unit, 2.2799%.

With respect to the Non-Residential Units, certain budgeted items are allocated between the Residential Units and the Non-Residential Units on a special basis which reflects actual benefit and/or use associated with that particular item of expense or exclusive control of particular Common Elements.

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		Residential Units	Office Unit	Market Line Unit	At-Grade Retail Unit	Broome Street Gardens Unit
		34.2656%	45.9422%	12.3698%	5.1425%	2.2799%
Projected Income						
Common Charges						
Residential Units Common Charges	1,723,551	1,723,551				
Office Unit Common Charges	423,695		423,695			
Market Line Unit Common Charges	118,422			118,422		
At-Grade Retail Unit Common Charges	53,843				53,843	
Broome Street Gardens Unit Common Charges	28,781					28,781
Storage License Income	1,000	1,000				
Total Projected Income	2,349,292	1,724,551	423,695	118,422	53,843	28,781
Projected Expenses						
Salary, Wages, Payroll Taxes	752,158	670,108	57,345	15,440	6,419	2,846
Heat & Hot Water	99,821	99,821	0	0	0	0
Cooking Gas	7,826	7,826	0	0	0	0
Electricity	443,133	292,642	92,871	28,842	16,760	12,018
Water & Sewer	111,978	95,438	10,927	3,450	1,275	888
Repairs & Maintenance	60,000	20,559	27,565	7,422	3,086	1,368
Services & Supplies	371,800	290,222	57,016	15,351	6,382	2,829
Insurance	124,956	42,816	57,408	15,457	6,426	2,849
Management Fee	84,000	28,783	38,591	10,391	4,320	1,915
Legal & Auditing Fees	15,000	5,141	6,891	1,855	771	342
Non-Resident Manager Unit Costs	97,500	91,092	4,479	1,206	501	222
Seward Park Contribution	25,000	0	17,473	4,704	1,956	867
Storage License Expenses	1,000	1,000	0	0	0	0
Administration	45,000	15,420	20,674	5,566	2,314	1,026
Reserve Fund	85,120	55,117	20,969	5,646	2,347	1,041
Contingency	25,000	8,566	11,486	3,092	1,286	570
Total Projected First Year Expenses	2,349,292	1,724,551	423,695	118,422	53,843	28,781

In the event the projected commencement date of the First Year of Condominium Operation is to be delayed more than six (6) months from the anticipated date of the First Closing, the Plan will be amended to include a revised Budget disclosing the then current Budget projections. Sponsor will not declare the Plan effective if any material changes to the Budget are not yet disclosed in an Amendment to the Plan.

If the Common Charges in the revised Budget projections exceed the earlier Budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers the right to rescind their Purchase Agreements and have their Deposits refunded to them, whether or not the Sponsor offers to guarantee the earlier Budget projections.

(2) STORAGE LICENSE INCOME - (Budget - $ 1,000)

The budgeted amount of income is derived from storage fees to be paid by the licensees of the 26 storage bins. This amount of income reflects the estimated costs for these bins.

(3) WAGES, PAYROLL TAXES & BENEFITS - (Budget - $ 752,158)

The budgeted amount includes base wages, worker's compensation and disability insurance, welfare and pension costs, payroll taxes, and the cost of sick days, holidays and vacation pay for a projected Building staff of 1 Non-Resident Manager, 1 Concierge (24 hours/7 days), 2 porters. The full staff may not be employed until certain building occupancy levels are achieved. The projected level of staffing for the Building complies with all applicable housing and labor laws. It is anticipated that such employees will be union members. Accordingly, the labor costs discussed below are computed in accordance with the current contract rate of Local 32B-32J of the Service Employees International Union, AFL-CIO expiring April 20, 2022.

(1) Non-Resident Manager	$ 100,000 per annum
(6.2) 4.2 Concierge, and 2 Porters	$ 1,058.03 per week per employee for 42 weeks $1,000.35 per week per employee for 10 weeks

The projections allow for 28 sick days, holidays and vacation pay and miscellaneous payroll expenses.

Total Base Wages	$ 477,866
FICA @7.65% of Base Wages	$ 36,557
Worker's Compensation @ 5.5% of Total Wages	$ 26,283
FUI & FUTA-NYS Unemployment @ $600 Per Employee	$ 4,800
NYS Disability @ $60 per employee	$ 480
Union Welfare (health) @ $22,054 per employee per year	$ 154,381
Union Pension @ $6,510 per employee per year	$ 45,567
Legal Fund/Training School Fund @ $369.20 per employee	$ 2,584
Union Annuity Plan @ $10 per employee per week	$ 3,640
Total Benefits	$ 274,292
Total Wages, Taxes, & Benefits	$ 752,158

It is anticipated that a portion of the Non-Resident Manager's and one porter's time (estimated at 50% 20 hours per week, per man) will be devoted to those General Common Elements that service or benefit all the Units and accordingly such portion ($ 124,819) has been allocated among all Units based upon their respective Percentage of Common Interest.

(4) HEAT AND HOT WATER- (Budget - $99,821)

Heat and hot water for the Building will be provided by Con Edison gas. The budgeted amount is based upon a letter dated June 6, 2019 from Cosentini Associates, 2 Pennsylvania Plaza, New York, NY 10011, Sponsor's consulting engineer. It is anticipated that the annual consumption of gas for heat and domestic hot water will be 73,129 therms of gas per year at $1.30 per therm for an annual cost of $95,068. A 5% inflation factor has been added. The Non-Residential Units will be separately metered for heat and hot water.

It is not possible to predict how closely the budgeted figure will reflect the actual cost of gas for heat and hot water during the First Year of Condominium Operation, because such costs will vary with the level of consumption and price of gas. Consumption will be affected by the severity of the weather and by any conservation measure adopted by the Condominium Board or individual Unit Owners.

(5) COOKING GAS - (Budget - $7,826)

The Residential Units will not be separately metered for gas to be used for cooking. Based on a letter dated June 6, 2019 from Cosentini Associates, 2 Pennsylvania Plaza, New York, NY 10011, Sponsor's consulting engineer, it is estimated that the gas cost for residential unit cooking, amenity cooking gas and gas grills based on 5,733 therms of gas @ $1.30 per therm is $7,453. A 5% inflation factor has been added for cooking gas service. Gas, if any, will be separately metered for the Non-Residential Units.

(6) ELECTRICITY - (Budget – $443,133)

The electricity consumption for the First Year of Condominium Operation for the Common Elements was estimated by Cosentini Associates, 2 Pennsylvania Plaza, New York, NY 10011, Sponsor's consulting engineer in a letter dated June 6, 2019. The estimated cost for Common Area electricity for the Residential Unit is based on an assumed consumption of 1,211,765 KWHRS per year at an average cost of approximately $.23 per KWHR for a total annual cost of $278,706. The estimated cost for Common Area electricity for the Office Unit is based on an assumed consumption of 384,561 KWHRS per year at an average cost of approximately $.23 per KWHR for a total annual cost of $88,449. The estimated cost for Common Area electricity for the Retail Unit is based on an assumed consumption of 69,400 KWHRS per year at an average cost of approximately $.23 per KWHR for a total annual cost of $15,962. The estimated cost for Common Area electricity for the Market Level Unit is based on an assumed consumption of 119,430 KWHRS per year at an average cost of approximately $.23 per KWHR for a total annual cost of $27,469. The estimated cost for Common Area electricity for the Broom Street Garden Unit is based on an assumed consumption of 49,765 KWHRS per year at an average cost of approximately $.23 per KWHR for a total annual cost of $11,446. A 5% inflation factor has been added to these estimated costs.

These estimates includes costs for common area lighting, air conditioning, distribution pumps, miscellaneous floor loads and elevators

Each unit will be individually metered or submetered for consumption of electricity within their own units.

(7) WATER AND SEWER - (BUDGET - $111,978)

The Residential Units will have a main water meter which will measure actual water usage. Based upon a letter dated June 6, 2019 from Cosentini Associates, 2 Pennsylvania Plaza, New York, NY 10011, Sponsor's consulting engineer, the estimated cost for water and sewer is based on a combined charge of $10.10 per CCF and usage of 8,432 CCF for the Residential Unit for a total cost of $85,164. In addition all Units will share in the cost of the Common Area water usage anticipated to be 385 ccf at a cost of $10.10 per ccf for a total cost of $3,885.

Cosentini Associates has estimated that the cost of water for cooling tower makeup will be $17,597 for the First Year of Condominium Operation based upon a water rate of $3.90 per ccf. The Residential Unit's share of the cooling tower expense is estimated to be $4,399; the Office Unit's share is estimated to be $8,622; the Grade Level Retail Unit's share is estimated to be $1,014; and Market Level Retail Unit's Share is estimated to be $2,805 and the Broome Street Garden Unit's share is estimated to be $757.

Any other Water and Sewer charges will be separately metered or sub-metered. for the non-Residential Units and these Units will pay the cost of water and sewer usage directly to the Condominium Board or the taxing authority.

A 5% inflation factor has been added to all water and sewer charges.

(8) REPAIRS AND MAINTENANCE - (Budget - $ 60,000)

Since the Building will be newly constructed, it has no operating history upon which to project future cost of repairs and maintenance. No major capital repairs are included in the Budget since all major construction and mechanical systems will be new. Future capital repairs to the General Common Elements will be borne by all Unit Owners. The budgeted figure for this item includes the cost of normal maintenance and repairs to the General Common Elements of the Building that are the responsibility of the Condominium Board. Unit Owners will be responsible for the cost of the interior maintenance, repair, decorating, and painting of their respective Units, including the appliances, and heating/air conditioning units. The budgeted amount for repairs and maintenance has been allocated to all Units based upon their respective Percentage of Common Interest.

(9) SERVICE AND SUPPLIES - (Budget - $371,800)

The budgeted amount includes the cost of shared cleaning equipment and miscellaneous supplies for the General Common Elements as well as the anticipated cost of service contracts to be entered into by the Condominium Board during the First Year of Condominium Operation.

All of the mechanical systems within the Building will be new, and some will be under a full service maintenance contract for the First Year of Condominium Operation from the contractors who will install the system. No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based upon the experience of the Sponsor's Budget expert in operating similar buildings. While this Schedule B includes a reasonable allowance for possible

increases in cost that 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 these projections.

It is projected that the Condominium Board will enter into maintenance agreements and/or for the following services:

Metal, Marble and Wood, Maintenance	$ 15,000
Heating and Cooling System	$ 55,000
Elevator Maintenance	$ 35,000
Sprinkler System/Fire Protective Alarm System	$ 20,000
Landscaping	$ 20,000
Exterminator	$ 7,200
Uniform Cleaning and Maintenance	$ 10,000
Water Treatment	$ 20,000
Miscellaneous Supplies	$ 50,000
Building Maintenance System	$ 15,000
Generator	$ 8,000
Submetering	$ 6,600
Window Washing Rig Maintenance	$ 90,000
Snow Removal	$ 20,000

The shared Building staff will be responsible for the cleaning and maintenance of the General Common Elements. $1,000 of the estimated budgeted cost for snow removal has been allocated to the Residential Units. The remaining $19,000 has been allocated to the Non-Residential Units based upon their allocable share. The Sprinkler System/Fire Protective Alarm System, Exterminator, Building Maintenance System, generator, water treatment and $25,000 of the estimated $50,000 budgeted for Miscellaneous Supplies ($95,200) have been allocated between all Units based upon their respective Percentage of Common Interest.

(10) INSURANCE – (Budget - $124,956)

Based upon the proposal dated September 3, 2020 from the Marsh & McLennan Agency LLC having an office at Park 80 West, Plaza Two, 250 Pehle Avenue, Suite 400, Saddle Brook, NJ 07663, the following insurance coverage will be obtained for the Building for the First Year of Condominium Operation:

A Comprehensive Condominium Package Policy, including Boiler & Machinery and Water Damage, with the following general coverage and limits:

Property Policy

$ 85,256,000 All Risk, "Special" Form, Replacement Cost with Agreed Amount on Building, No Co-insurance, $10,000 Deductible, TRIA included

$ 2,000,000 Business Income Limit and Extra Expense (after 24 hours)

Included	Equipment Breakdown
$ 5,000,000	Earthquake, annual aggregate ($10,000 Deductible)
$ 5,000,000	Flood, annual aggregate ($10,000 Deductible)
Included	Backup of Sewers and Drains
Included	Underground Water
$ 1,000,000	Debris removal
$ 5,000,000	Ordinance or Law
$ 250,000	Property in Transit
$ 10,000	Property Off Premises

General Liability Policy

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$1,000,000	Personal & Advertising Injury
$1,000,000	Employee Benefits Liability
$ 10,000	Medical Payments
$1,000,000	Non-owned Automobile/ Hire Car

Directors and Officers Liability

$1,000,000	Annual Aggregate-$ 5,000 Retention

Crime Policy

$1,000,000	Limit of Liability- $10,000 Deductible

Umbrella Liability

$ 100,000,000 Per Occurrence/ Aggregate

The annual premium for the above mentioned insurance portfolio is estimated to be $124,956.

The coverage is adequate to replace the building in the event of total loss and to avoid coinsurance in the event of partial loss.

The insurance costs are for the entire Condominium and have been allocated among all Units based upon each unit's respective Percentage of Common Interest.

The fire, casualty and general liability insurance carried by the Condominium will provide that each Unit Owner is an additional insured party; that there will be no cancellation without notice to the Condominium Board and Permitted Mortgagees; a waiver of subrogation; a waiver of invalidity because of the acts of the insured and unit owners and a waiver of pro rata reduction if unit owners obtain additional coverage.

Each individual Unit Owner must obtain additional insurance at such Unit Owner's own cost for the following coverage, which is not included in the above coverage:

- fire or casualty losses to the contents of the Unit and any replacements, additions, upgraded fixtures and improvements therein; and

- liability for personal injury or property damage as a result of occurrences in the Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

(11) MANAGEMENT FEE - (Budget - $84,000)

At or prior to the first closing the Condominium Board is expected to enter into a management agreement with Halstead Management, LLC. have an office at 770 Lexington Avenue, New York, NY 10065, a real estate management firm. The managing agent will receive an annual fee of $ 84,000 payable in equal monthly installments of $ 7,000. The initial term of the management agreement will be for two years after which the agreement shall automatically renew on a month to month basis. The managing agent's fee for the First Year of Condominium Operation is comparable to the "going rate" for similar services in comparable buildings.

This budgeted item will be allocated to all Units within the Condominium based upon each Unit's respective Percentage of Common Interest.

See the section of the Plan entitled "Management Agreement" for further details.

(12) LEGAL & AUDIT FEES - (Budget - $ 15,000)

The Condominium Board will engage a law firm to act as the attorney for the Condominium. The estimated cost for these minor legal services for the Condominium's First Year, which do not include special collection matters or litigation, is $ 5,500. It is anticipated that the Condominium Board will enter into an agreement with Bass & Lemer, LLC., having an address at 836 Hempstead Avenue, West Hempstead, NY 11552, to provide auditing, tax return preparation and financial statement services for the Condominium. It is estimated that the first year cost for these services will be $ 9,500.

This budgeted item will be shared by all Units based upon each Unit's Common Interest Percentage.

(13) NON-RESIDENT MANAGERS UNIT COST - (Budget - $97,500)

The Non-Resident manager will reside in an apartment rented by the Condominium at Site 4 (aka 180 Broome Street. The two bedroom apartment is anticipated to cost $8,125 per month. The estimated cost for the Manager's Unit for the Condominium's First Year of Operation is $97,500 and will be allocated to all Units in the same manner as the Manager's salary and benefits in Note 2. The Manager will be responsible for the cost of the electricity and basic telephone service.

(14) ESSEX CROSSING PARK CONTRIBUTION - (Budget $ 25,000)

As described elsewhere in this Offering Plan, each Development Parcel is obligated to contribute its proportionate share of the cost of maintaining, operating and insuring the Park Areas by making payments to the Property Owners Association which in turn will pay these sums to the City of New York. The aggregate cost of Essex Crossing Park Maintenance and operation projected for the first year of Condominium operation is approximately $25,000. This budgeted item will be allocated to all Unit Owners except for the Residential Unit Owners.

(15) STORAGE LICENSE EXPENSES - (Budget $ 1,000)

The Storage Bins require minimal usage of various condominium utilities. This amount is estimated to be $1,000 per year. This budget expense will be paid solely by the Storage Bin licensees.

(16) ADMINISTRATION – (Budget - $ 45,000)

The budgeted amount includes anticipated expenses for telephone, cell phones, internet, postage, printing, miscellaneous office supplies, payroll processing costs, permits and fees and local telephone usage in the Manager's office and other administrative costs associated with the Condominium.

This budgeted item will be allocated to all Units based upon each Unit's respective Common Interest.

(17) RESERVE FUND – (Budget - $85,120)

This reserve fund will be used towards future capital repairs, replacements and improvements of certain Common Elements and facilities of the Building. The budgeted amount for the Reserve Fund is a result of a Reserve Fund Study which provides for an annual reserve amount for the Residential Only reserve items of $39,477. This amount has been allocated solely to the Residential Unit Owners. In addition, the Reserve Fund Study provides for a shared amount of $45,643 for Residential and Commercial shared items. This amount has been allocated to all Units based upon each Unit's respective Common Interest.

No representation is made as to the actual or anticipated cost, or timing or nature of any such capital work or the adequacy of any such reserve.

(18) CONTINGENCY – (Budget - $25,000)

This item is included in the Budget to provide funds for unforeseen increases in Residential Common Expenses and General Common Expenses before or after the First Closing or to cover expenses not included in this Budget.

The budgeted item will be shared by all units based upon each Unit's respective Common Interest.

(19) TOTAL PROJECTED EXPENSES – (Budget - $2,349,292)

The projections set forth in this Budget assume that the First Year of Condominium Operation will cover the period from July 1, 2021 through June 30, 2022.

IN THE OPINION OF PENMARK PROPERTY ADVISORS, LLC, HAVING AN ADDRESS AT 250 EAST 87th STREET, STE. 28G, NEW YORK, NY 10128, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED GENERAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. THE BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL GENERAL COMMON CHARGES OR GENERAL COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN THE BUDGET. IN FACT, IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1 - PROJECTED INDIVIDUAL ENERGY COSTS BUDGET

SCHEDULE B-1
Projected Individual Energy Costs Budget

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Cosentini Associates, having an office at Pennsylvania Plaza, Third Floor, New York, NY 10121 provided the following estimate of annual electric energy costs for lighting and for operating the typical electrical appliances located in each Residential Unit.

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

It is presently anticipated (but in no way guaranteed) that an application will be made to the New York State Public Service Commission in order to permit the Condominium Board to purchase electricity from Con Edison at a "bulk rate" (which may result in a savings to Unit Owners). In the event that such application is made, and subsequently granted, the Condominium Board will assess the cost of electricity provided to the Unit Owners. Each Unit will be billed by the Condominium Board for actual consumption on the basis of its submeter and the Condominium Board will, in turn, pay Con Edison. Alternatively, the cost of electricity supplied to each Unit will be separately metered and payable by the Unit Owner directly to Con Edison.

ESTIMATED COST OF ELECTRICITY FOR INDIVIDUAL RESIDENTIAL UNITS

ESTIMATED COST OF ELECTRICITY FOR ESSEX CROSING - SITE 3						
-	Area (sq ft)		Load (Kw)	Yearly Hours of Use (H)	Basic Rate (KwH)	Cost
Residential Unit 6A	1,354					
Lighting and Receptacles			4.1	730	2,965	$679.51
Lighting and Receptacles (Outdoor)	870		0.9	183	159	$34.93
Cooling			3.4	900	3,047	$698.20
Heating			2.7	2,230	5,979	$1,372.75
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					16,092	**$3,689.54**
Residential Unit 6C	782					
Lighting and Receptacles			2.3	730	1,713	$391.39
Lighting and Receptacles (Outdoor)	194		0.2	183	35	$7.79
Cooling			2.0	900	1,760	$402.19
Heating			1.5	2,230	3,453	$791.77
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,903	**$2,497.30**
Residential Unit 6E	777					
Lighting and Receptacles			2.3	730	1,702	$388.87
Lighting and Receptacles (Outdoor)	197		0.2	183	36	$7.91
Cooling			1.9	900	1,748	$399.60
Heating			1.5	2,230	3,431	$786.69
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,859	**$2,487.23**
Residential Unit 6F	1,090					
Lighting and Receptacles			3.3	730	2,387	$546.53
Lighting and Receptacles (Outdoor)	293		0.3	183	53	$11.76
Cooling			2.7	900	2,453	$561.58
Heating			2.2	2,230	4,813	$1,104.60
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					13,649	**$3,128.64**
Residential Unit 6G	1,687					
Lighting and Receptacles			5.1	730	3,695	$847.24
Lighting and Receptacles (Outdoor)	888		0.9	183	162	$35.65
Cooling			4.2	900	3,796	$870.52
Heating			3.3	2,230	7,450	$1,710.97
Kitchen Appliances			6.0	657	3,942	$904.16

Washer			8.6	120	1,032	$227.04
					19,044	**$4,368.55**
Residential Unit 6H	851					
Lighting and Receptacles			2.6	730	1,864	$426.15
Lighting and Receptacles (Outdoor)	297		0.3	183	54	$11.92
Cooling			2.1	900	1,915	$437.89
Heating			1.7	2,230	3,758	$861.85
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					11,533	**$2,641.98**
Residential Unit 6J	778					
Lighting and Receptacles			2.3	730	1,704	$389.38
Lighting and Receptacles (Outdoor)	314		0.3	183	57	$12.61
Cooling			1.9	900	1,751	$400.12
Heating			1.5	2,230	3,436	$787.71
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,889	**$2,493.97**
Residential Unit 6K	775					
Lighting and Receptacles			2.3	730	1,697	$387.87
Lighting and Receptacles (Outdoor)	317		0.3	183	58	$12.73
Cooling			1.9	900	1,744	$398.56
Heating			1.5	2,230	3,422	$784.66
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,863	**$2,487.98**
Residential Unit 6L	740					
Lighting and Receptacles			2.2	730	1,621	$370.24
Lighting and Receptacles (Outdoor)	308		0.3	183	56	$12.37
Cooling			1.9	900	1,665	$380.45
Heating			1.5	2,230	3,268	$749.11
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,552	**$2,416.33**
Residential Unit 6M	1,863					
Lighting and Receptacles			5.6	730	4,080	$935.89
Lighting and Receptacles (Outdoor)	1069		1.1	183	195	$42.92
Cooling			4.7	900	4,192	$961.60
Heating			3.7	2,230	8,227	$1,889.73
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					20,636	**$4,734.31**
Residential Unit 7A	1,578					
Lighting and Receptacles			4.7	730	3,456	$792.34
Lighting and Receptacles (Outdoor)	778		0.8	183	142	$31.24

Cooling		3.9	900	3,551	$814.12
Heating		3.1	2,230	6,969	$1,600.26
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				18,059	**$4,142.11**
Residential Unit 7C	779				
Lighting and Receptacles		2.3	730	1,706	$389.88
Cooling		1.9	900	1,753	$400.63
Heating		1.5	2,230	3,440	$788.72
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,841	**$2,483.40**
Residential Unit 7E	777				
Lighting and Receptacles		2.3	730	1,702	$388.87
Cooling		1.9	900	1,748	$399.60
Heating		1.5	2,230	3,431	$786.69
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,823	**$2,479.32**
Residential Unit 7F	1,086				
Lighting and Receptacles		3.3	730	2,378	$544.52
Cooling		2.7	900	2,444	$559.51
Heating		2.2	2,230	4,796	$1,100.54
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				13,560	**$3,108.72**
Residential Unit 7G	1,726				
Lighting and Receptacles		5.2	730	3,780	$866.89
Cooling		4.3	900	3,884	$890.71
Heating		3.4	2,230	7,622	$1,750.58
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				19,228	**$4,412.34**
Residential Unit 7H	1,002				
Lighting and Receptacles		3.0	730	2,194	$502.21
Cooling		2.5	900	2,255	$516.04
Heating		2.0	2,230	4,425	$1,015.22
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				12,816	**$2,937.63**
Residential Unit 7J	778				
Lighting and Receptacles		2.3	730	1,704	$389.38
Cooling		1.9	900	1,751	$400.12
Heating		1.5	2,230	3,436	$787.71
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,832	**$2,481.36**
Residential Unit 7K	773				

Lighting and Receptacles		2.3	730	1,693	$386.86
Cooling		1.9	900	1,739	$397.53
Heating		1.5	2,230	3,414	$782.63
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,788	**$2,471.18**
Residential Unit 7L	742				
Lighting and Receptacles		2.2	730	1,625	$371.25
Cooling		1.9	900	1,670	$381.49
Heating		1.5	2,230	3,277	$751.14
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,513	**$2,408.03**
Residential Unit 7M	1,341				
Lighting and Receptacles		4.0	730	2,937	$672.96
Lighting and Receptacles (Outdoor)	204	0.2	183	37	$8.19
Cooling		3.4	900	3,017	$691.47
Heating		2.7	2,230	5,922	$1,359.54
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				15,855	**$3,636.32**
Residential Unit 7N	1,358				
Lighting and Receptacles		4.1	730	2,974	$681.52
Lighting and Receptacles (Outdoor)	316	0.3	183	58	$12.69
Cooling		3.4	900	3,056	$700.27
Heating		2.7	2,230	5,997	$1,376.81
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				16,026	**$3,675.45**
Residential Unit 7P	784				
Lighting and Receptacles		2.4	730	1,717	$392.40
Cooling		2.0	900	1,764	$403.22
Heating		1.6	2,230	3,462	$793.80
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,885	**$2,493.58**
Residential Unit 7Q	768				
Lighting and Receptacles		2.3	730	1,682	$384.34
Cooling		1.9	900	1,728	$394.94
Heating		1.5	2,230	3,392	$777.55
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,743	**$2,460.99**
Residential Unit 7D	791				
Lighting and Receptacles		2.4	730	1,732	$395.93
Cooling		2.0	900	1,780	$406.84
Heating		1.6	2,230	3,493	$800.91
Kitchen Appliances		6.0	657	3,942	$904.16

Washer			8.6	120	1,032	$227.04
					10,947	**$2,507.84**
Residential Unit 7B	1,278					
Lighting and Receptacles			3.8	730	2,799	$641.23
Lighting and Receptacles (Outdoor)	449		0.4	183	82	$18.03
Cooling			3.2	900	2,876	$658.87
Heating			2.5	2,230	5,644	$1,295.55
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					15,342	**$3,517.84**
Residential Unit 8A	1,578					
Lighting and Receptacles			4.7	730	3,456	$792.34
Cooling			3.9	900	3,551	$814.12
Heating			3.1	2,230	6,969	$1,600.26
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					17,917	**$4,110.88**
Residential Unit 8C	779					
Lighting and Receptacles			2.3	730	1,706	$389.88
Cooling			1.9	900	1,753	$400.63
Heating			1.5	2,230	3,440	$788.72
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,841	**$2,483.40**
Residential Unit 8E	777					
Lighting and Receptacles			2.3	730	1,702	$388.87
Cooling			1.9	900	1,748	$399.60
Heating			1.5	2,230	3,431	$786.69
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,823	**$2,479.32**
Residential Unit 8F	1,086					
Lighting and Receptacles			3.3	730	2,378	$544.52
Cooling			2.7	900	2,444	$559.51
Heating			2.2	2,230	4,796	$1,100.54
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					13,560	**$3,108.72**
Residential Unit 8G	1,725					
Lighting and Receptacles			5.2	730	3,778	$866.38
Cooling			4.3	900	3,881	$890.19
Heating			3.4	2,230	7,618	$1,749.57
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					19,219	**$4,410.30**

Residential Unit 8H	1,008				
Lighting and Receptacles		3.0	730	2,208	$505.23
Cooling		2.5	900	2,268	$519.14
Heating		2.0	2,230	4,451	$1,021.32
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				12,869	**$2,949.85**
Residential Unit 8J	778				
Lighting and Receptacles		2.3	730	1,704	$389.38
Cooling		1.9	900	1,751	$400.12
Heating		1.5	2,230	3,436	$787.71
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,832	**$2,481.36**
Residential Unit 8K	773				
Lighting and Receptacles		2.3	730	1,693	$386.86
Cooling		1.9	900	1,739	$397.53
Heating		1.5	2,230	3,414	$782.63
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,788	**$2,471.18**
Residential Unit 8L	742				
Lighting and Receptacles		2.2	730	1,625	$371.25
Cooling		1.9	900	1,670	$381.49
Heating		1.5	2,230	3,277	$751.14
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,513	**$2,408.03**
Residential Unit 8M	1,357				
Lighting and Receptacles		4.1	730	2,972	$681.02
Cooling		3.4	900	3,053	$699.75
Heating		2.7	2,230	5,993	$1,375.79
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				15,960	**$3,660.72**
Residential Unit 8N	1,369				
Lighting and Receptacles		4.1	730	2,998	$687.07
Lighting and Receptacles (Outdoor)	168	0.2	183	31	$6.75
Cooling		3.4	900	3,080	$705.96
Heating		2.7	2,230	6,046	$1,387.98
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				16,097	**$3,691.91**
Residential Unit 8P	518				
Lighting and Receptacles		1.6	730	1,134	$258.42
Cooling		1.3	900	1,166	$265.57
Heating		1.0	2,230	2,288	$523.63
Kitchen Appliances		6.0	657	3,942	$904.16

Washer		8.6	120	1,032	$227.04
				8,529	**$1,951.77**
Residential Unit 8Q	782				
Lighting and Receptacles		2.3	730	1,713	$391.39
Cooling		2.0	900	1,760	$402.19
Heating		1.5	2,230	3,453	$791.77
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,867	**$2,489.51**
Residential Unit 8D	791				
Lighting and Receptacles		2.4	730	1,732	$395.93
Cooling		2.0	900	1,780	$406.84
Heating		1.6	2,230	3,493	$800.91
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,947	**$2,507.84**
Residential Unit 8B	1,278				
Lighting and Receptacles		3.8	730	2,799	$641.23
Cooling		3.2	900	2,876	$658.87
Heating		2.5	2,230	5,644	$1,295.55
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				15,260	**$3,499.81**
Residential Unit 9A	1,367				
Lighting and Receptacles		4.1	730	2,994	$686.06
Cooling		3.4	900	3,076	$704.92
Heating		2.7	2,230	6,037	$1,385.95
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				16,048	**$3,681.09**
Residential Unit 9C	778				
Lighting and Receptacles		2.3	730	1,704	$389.38
Cooling		1.9	900	1,751	$400.12
Heating		1.5	2,230	3,436	$787.71
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,832	**$2,481.36**
Residential Unit 9E	777				
Lighting and Receptacles		2.3	730	1,702	$388.87
Cooling		1.9	900	1,748	$399.60
Heating		1.5	2,230	3,431	$786.69
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,823	**$2,479.32**
Residential Unit 9F	1,086				

Lighting and Receptacles		3.3	730	2,378	$544.52
Cooling		2.7	900	2,444	$559.51
Heating		2.2	2,230	4,796	$1,100.54
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				13,560	**$3,108.72**
Residential Unit 9G	1,725				
Lighting and Receptacles		5.2	730	3,778	$866.38
Cooling		4.3	900	3,881	$890.19
Heating		3.4	2,230	7,618	$1,749.57
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				19,219	**$4,410.30**
Residential Unit 9H	931				
Lighting and Receptacles		2.8	730	2,039	$466.44
Cooling		2.3	900	2,095	$479.29
Heating		1.8	2,230	4,111	$943.11
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				12,187	**$2,793.01**
Residential Unit 9J	779				
Lighting and Receptacles		2.3	730	1,706	$389.88
Cooling		1.9	900	1,753	$400.63
Heating		1.5	2,230	3,440	$788.72
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,841	**$2,483.40**
Residential Unit 9K	773				
Lighting and Receptacles		2.3	730	1,693	$386.86
Cooling		1.9	900	1,739	$397.53
Heating		1.5	2,230	3,414	$782.63
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,788	**$2,471.18**
Residential Unit 9L	742				
Lighting and Receptacles		2.2	730	1,625	$371.25
Cooling		1.9	900	1,670	$381.49
Heating		1.5	2,230	3,277	$751.14
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,513	**$2,408.03**
Residential Unit 9M	1,447				
Lighting and Receptacles		4.3	730	3,169	$726.35
Lighting and Receptacles (Outdoor)	1,756	1.8	183	320	$71.21
Cooling		3.6	900	3,256	$746.32
Heating		2.9	2,230	6,390	$1,467.21
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04

					17,077	**$3,915.25**
Residential Unit 9N	1,415					
Lighting and Receptacles			4.2	730	3,099	$710.24
Lighting and Receptacles (Outdoor)	771		0.8	183	141	$30.96
Cooling			3.5	900	3,184	$729.76
Heating			2.8	2,230	6,249	$1,434.70
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					16,614	**$3,809.82**
Residential Unit 9P	518					
Lighting and Receptacles			1.6	730	1,134	$258.42
Cooling			1.3	900	1,166	$265.57
Heating			1.0	2,230	2,288	$523.63
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					8,529	**$1,951.77**
Residential Unit 9Q	782					
Lighting and Receptacles			2.3	730	1,713	$391.39
Cooling			2.0	900	1,760	$402.19
Heating			1.5	2,230	3,453	$791.77
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,867	**$2,489.51**
Residential Unit 9D	791					
Lighting and Receptacles			2.4	730	1,732	$395.93
Cooling			2.0	900	1,780	$406.84
Heating			1.6	2,230	3,493	$800.91
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,947	**$2,507.84**
Residential Unit 9B	1,239					
Lighting and Receptacles			3.7	730	2,713	$621.58
Lighting and Receptacles (Outdoor)	177		0.2	183	32	$7.11
Cooling			3.1	900	2,788	$638.68
Heating			2.5	2,230	5,471	$1,255.94
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					14,947	**$3,427.48**
Residential Unit 10A	1,440					
Lighting and Receptacles			4.3	730	3,154	$722.83
Lighting and Receptacles (Outdoor)	194		0.2	183	35	$7.79
Cooling			3.6	900	3,240	$742.70
Heating			2.9	2,230	6,359	$1,460.10
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04

					16,730	**$3,837.57**
Residential Unit 10C	1,250					
Lighting and Receptacles			3.8	730	2,738	$627.13
Cooling			3.1	900	2,813	$644.38
Heating			2.5	2,230	5,520	$1,267.11
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					15,012	**$3,442.77**
Residential Unit 10F	1,087					
Lighting and Receptacles			3.3	730	2,381	$545.02
Cooling			2.7	900	2,446	$560.02
Heating			2.2	2,230	4,800	$1,101.56
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					13,569	**$3,110.76**
Residential Unit 10G	1,424					
Lighting and Receptacles			4.3	730	3,119	$714.77
Cooling			3.6	900	3,204	$734.42
Heating			2.8	2,230	6,288	$1,443.85
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					16,553	**$3,797.19**
Residential Unit 10H	1,909					
Lighting and Receptacles			5.7	730	4,181	$959.06
Lighting and Receptacles (Outdoor)	1,515		1.5	183	276	$61.09
Cooling			4.8	900	4,295	$985.41
Heating			3.8	2,230	8,430	$1,936.46
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					21,125	**$4,846.18**
Residential Unit 10D	793					
Lighting and Receptacles			2.4	730	1,737	$396.93
Cooling			2.0	900	1,784	$407.88
Heating			1.6	2,230	3,502	$802.94
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,965	**$2,511.92**
Residential Unit 10B	1,237					
Lighting and Receptacles			3.7	730	2,709	$620.58
Cooling			3.1	900	2,783	$637.65
Heating			2.4	2,230	5,463	$1,253.91
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					14,897	**$3,416.30**
Residential Unit 11A	1,440					

Lighting and Receptacles		4.3	730	3,154	$722.83
Cooling		3.6	900	3,240	$742.70
Heating		2.9	2,230	6,359	$1,460.10
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				16,695	**$3,829.78**
Residential Unit 11C	1,250				
Lighting and Receptacles		3.8	730	2,738	$627.13
Cooling		3.1	900	2,813	$644.38
Heating		2.5	2,230	5,520	$1,267.11
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				15,012	**$3,442.77**
Residential Unit 11F	1,088				
Lighting and Receptacles		3.3	730	2,383	$545.53
Cooling		2.7	900	2,448	$560.54
Heating		2.2	2,230	4,805	$1,102.57
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				13,577	**$3,112.80**
Residential Unit 11G	1,424				
Lighting and Receptacles		4.3	730	3,119	$714.77
Cooling		3.6	900	3,204	$734.42
Heating		2.8	2,230	6,288	$1,443.85
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				16,553	**$3,797.19**
Residential Unit 11H	1,170				
Lighting and Receptacles		3.5	730	2,562	$586.83
Cooling		2.9	900	2,633	$602.98
Heating		2.3	2,230	5,167	$1,185.86
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				14,304	**$3,279.82**
Residential Unit 11J	790				
Lighting and Receptacles		2.4	730	1,730	$395.42
Cooling		2.0	900	1,778	$406.33
Heating		1.6	2,230	3,489	$799.90
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,938	**$2,505.80**
Residential Unit 11D	793				
Lighting and Receptacles		2.4	730	1,737	$396.93
Cooling		2.0	900	1,784	$407.88
Heating		1.6	2,230	3,502	$802.94
Kitchen Appliances		6.0	657	3,942	$904.16
Washer		8.6	120	1,032	$227.04
				10,965	**$2,511.92**

Residential Unit 11B	1,237					
Lighting and Receptacles			3.7	730	2,709	$620.58
Cooling			3.1	900	2,783	$637.65
Heating			2.4	2,230	5,463	$1,253.91
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					14,897	**$3,416.30**
Residential Unit 12A	1,432					
Lighting and Receptacles			4.3	730	3,136	$718.80
Lighting and Receptacles (Outdoor)	210		0.2	183	38	$8.43
Cooling			3.6	900	3,222	$738.56
Heating			2.8	2,230	6,324	$1,451.97
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					16,662	**$3,821.92**
Residential Unit 12C	947					
Lighting and Receptacles			2.8	730	2,074	$474.50
Cooling			2.4	900	2,131	$487.57
Heating			1.9	2,230	4,182	$959.36
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					12,329	**$2,825.60**
Residential Unit 12F	1,087					
Lighting and Receptacles			3.3	730	2,381	$545.02
Cooling			2.7	900	2,446	$560.02
Heating			2.2	2,230	4,800	$1,101.56
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					13,569	**$3,110.76**
Residential Unit 12G	1,424					
Lighting and Receptacles			4.3	730	3,119	$714.77
Cooling			3.6	900	3,204	$734.42
Heating			2.8	2,230	6,288	$1,443.85
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					16,553	**$3,797.19**
Residential Unit 12H	1,170					
Lighting and Receptacles			3.5	730	2,562	$586.83
Cooling			2.9	900	2,633	$602.98
Heating			2.3	2,230	5,167	$1,185.86
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					14,304	**$3,279.82**
Residential Unit 12J	790					
Lighting and Receptacles			2.4	730	1,730	$395.42

Cooling			2.0	900	1,778	$406.33
Heating			1.6	2,230	3,489	$799.90
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,938	**$2,505.80**
Residential Unit 12D	793					
Lighting and Receptacles			2.4	730	1,737	$396.93
Cooling			2.0	900	1,784	$407.88
Heating			1.6	2,230	3,502	$802.94
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					10,965	**$2,511.92**
Residential Unit 12B	1,244					
Lighting and Receptacles			3.7	730	2,724	$624.10
Cooling			3.1	900	2,799	$641.27
Heating			2.5	2,230	5,494	$1,261.02
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					14,959	**$3,430.55**
Residential Unit PHA	2,161					
Lighting and Receptacles			6.5	730	4,733	$1,086.00
Lighting and Receptacles (Outdoor)	740		0.7	183	135	$29.71
Cooling			5.4	900	4,862	$1,115.82
Heating			4.3	2,230	9,543	$2,192.41
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					23,215	**$5,328.09**
Residential Unit PHC	1,161					
Lighting and Receptacles			3.5	730	2,543	$582.30
Lighting and Receptacles (Outdoor)	375		0.4	183	68	$15.06
Cooling			2.9	900	2,612	$598.32
Heating			2.3	2,230	5,127	$1,176.72
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					14,292	**$3,276.55**
Residential Unit PHD	2,187					
Lighting and Receptacles			6.6	730	4,790	$1,099.09
Lighting and Receptacles (Outdoor)	927		0.9	183	169	$37.22
Cooling			5.5	900	4,921	$1,129.27
Heating			4.3	2,230	9,658	$2,218.82
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					23,479	**$5,388.56**
Residential Unit PHE	1,693					
Lighting and Receptacles			5.1	730	3,708	$850.26

Lighting and Receptacles (Outdoor)	722		0.7	183	132	$28.99
Cooling			4.2	900	3,809	$873.63
Heating			3.4	2,230	7,476	$1,717.07
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					19,067	**$4,374.11**
Residential Unit PHB	1,851					
Lighting and Receptacles			5.6	730	4,054	$929.85
Lighting and Receptacles (Outdoor)	1,062		1.1	183	194	$42.08
Cooling			4.6	900	4,165	$955.39
Heating			3.7	2,230	8,174	$1,877.55
Kitchen Appliances			6.0	657	3,942	$904.16
Washer			8.6	120	1,032	$227.04
					20,528	**$4,709.02**
Total					**1,100,802**	**$262,009.64**

F. GENERAL

1. Electricity Rates and Energy Cost Assumptions

a. Individual Unit Energy Assumptions

i. Lighting and receptacle loads are calculated based on average square footage – 3 w/sq. ft.; utilization of 50% of the total connected load for approximately 4 hours per day, 365 days per year.

ii. Residential terrace lighting and receptacle loads are calculated based on average square footage-1 w/sq. ft.; utilization of 50% of the total connected load for approximately 1 hour per day, 365 days per year.

iii. Appliance loads include refrigerator, electric oven, dishwasher, garbage disposal and microwave with total load of 6.0 KW per Residential Unit. Each Residential Unit includes an electric washer and dryer with total load of 8.6 KW. The appliance loads are calculated based on 45% demand factor, 4 hours per day, 365 days per year. Washer is calculated based on average 10 hour usage (20 loads) monthly.

b. Utility Company Electricity Rates

i. The estimated electrical cost is based on a current average flat residential utility rate available from the Con Edison Rates SC 9-1 as 22 cents per KWH.

OPINION OF COUNSEL RE: REAL PROPERTY LAW SECTION 339-I

STARR ASSOCIATES LLP
ATTORNEYS AT LAW

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NEW YORK, NY 10017
TEL 212 620 2680
FAX 212 696 5013
www.starr-lawfirm.com

September 29, 2020

Site 3 DSA Owner LLC
c/o Taconic Investment Partners, 111 Eighth Avenue
New York, NY 10011

Re: One Essex Crossing Condominium
202 Broome Street
New York, NY 10002 ("Property")

Ladies and Gentlemen:

You have requested our opinion regarding the allocation of Common Interest to the Units at the Property as required by NYCRR § 20.3(y)(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 Interest 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 Penmark Property Advisors, LLC ("Real Estate Broker") set forth in its opinion contained in the Plan as required by NYCRR § 20.3(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 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 Real Estate Broker to calculate the percentage of Common Interest is permissible under Real Property Law ("RPL") § 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).

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 § 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

REAL PROPERTY LAW SECTION 339-I COMPLIANCE LETTER

PENMARK
PROPERTY ADVISORS, LLC

September 29, 2020

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

Re: Condominium Offering Plan
One Essex Crossing Condominium
202 Broome Street
New York, New York 10002 ("Property")

Dear Sir/Madam:

SITE 3 DSA OWNER LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained Penmark Property Advisors, LLC ("Firm") to calculate 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 40 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 Units 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 Units, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Units 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. 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,

PENMARK PROPERTY ADVISORS, LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

PENMARK PROPERTY ADVISORS, LLC
250 EAST 87TH STREET, STE. 28G, NEW YORK, NY 10128
T: 212 702 8732 C: 516 316 8102 PENMARKPROPERTYADVISORS.COM

NON-RESIDENTIAL UNITS

As more particularly described in the Declaration and in the Description of Property and Improvements, each of which are contained in Part II of the Plan, the Condominium will contain four (4) Non-Residential Units.

The Office Unit will be predominantly located on portions of the Ground Floor and Floors 2-5.

The Retail Unit will be located on portions of the Ground Floor.

The Market Line Unit will be located on portions of the Subcellar, Cellar, and Ground floors.

The Broome Street Gardens Unit will be located on portions of Floor 2.

General

The Non-Residential Units are not being offered for sale pursuant to the Plan at this time. Upon the recordation of the Declaration, fee title to the Non-Residential Units will be conveyed to affiliates of Sponsor. The Non-Residential Units may be offered for sale in the future by a duly-filed amendment to the Plan or pursuant to a "No Action, "No Jurisdiction," or other ruling issued by the Department of Law. No representation is made (i) with respect to the future ownership, tenancy or occupancy of all or any portion of the Non-Residential Units and (ii) that the owners, tenants, occupants, or other users of the Non-Residential Units will not be objectionable to Residential Unit Owners, their Permitted Users, or any other parties.

No representation is made with respect to the uses to which any portion of the Non-Residential Units may be put at any time. Each Non-Residential Unit may be used for any purpose permitted by Law (other than the Restricted Uses) and in accordance with the Condominium Documents and the Acquisition Documents, including, without limitation, additional residential units, retail stores, banks, restaurants, theaters, music venues, art production, art gallery/exhibition, bars, spas, health clubs, bowling alleys, event space, catering facility, museums, art galleries, and commercial and professional office space. No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties., The uses of the Non-Residential Units may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in any Non-Residential Unit. The uses of the Non-Residential Units may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in any Non-Residential Unit.

It is anticipated that the Broome Street Gardens Unit will be located on portions of Floor 2. As set forth in the Operating Agreement, a portion of the Broome Street Gardens Unit comprising at least 2,250 square feet (the "Public Space") will be open to the general public for approximately eight hours each day. The Public Space may be used by members of the public for activities appropriate to open spaces of similar design and size in the City of New York. However, no person can use the Public Space for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health, or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to property or any person. The Broome Street Gardens Unit Owner retains the right to establish rules and regulations governing the use of and behavior in the Public Space. Neither the Sponsor nor the Condominium Board shall be liable for any person's violation regarding the use of the Public Space or the rules and regulations established by the Broome Street Gardens Unit Owner.

The Broome Street Gardens Unit Owner shall be responsible at its sole cost and expense for the upkeep and maintenance of the Public Space in accordance with the terms of the Operating Agreement.

It is anticipated that the Market Line Unit will be located on portions of the Subcellar, Cellar, and Ground Floor levels. Pursuant to the terms of the Operating Agreement, the Market Line Unit will contain several vendor stalls and small-to-medium sized spaces, tenanted with a varied mix of retailers and food-oriented uses.

Sponsor currently anticipates that the Broome Street Gardens Unit and/or Market Line Unit will be used as an event space ("Event Space"), which may be regularly or routinely used for parties, gatherings, and events, that may last until the early morning hours with food and beverage service, music, noise, lights, odors, vibrations, and other disturbances potentially affecting the residents of the Building. It is anticipated that the Event Space will be operated daily. The Event Space and the use thereof will comply with all Laws, including those regarding noise and liquor licensing.

Rights and Obligations of the Non-Residential Unit Owners

Each Non-Residential Unit Owner will be obligated to pay its portion of the Common Charges in accordance with the allocations set forth in the section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" ("Schedule B"). As set forth in the Footnotes annexed to Schedule B, certain budgeted items are allocated between the Residential Units and the Non-Residential Units on a special basis which reflects actual benefit and/or use associated with a particular item of expense or exclusive control of particular Common Elements. In the opinion of Sponsor's budget expert, the allocated Common Charges payable by the Non-Residential Unit Owners are sufficient to cover the expenses fairly attributable to the Non-Residential Units. See "Certification of Budget Expert Concerning the Adequacy of Common Charges Payable by the Non-Residential Unit Owners" set forth in Part II of the Plan for details.

Each Non-Residential Unit Owner shall be entitled to designate 1 Non-Residential Member to the 9-Member Condominium Board. Members of the Condominium Board designated by the Non-Residential Unit Owners may only be removed by the Non-Residential Unit Owner who designated such Member, who alone will have the right to elect or 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 Residential Unit Owners or designated by the Non-Residential Unit Owners or Sponsor, as applicable.

Notwithstanding anything to the contrary, (i) the allocations of budgeted items between the Residential Units and the Non-Residential Units (as set forth in Schedule B) may not be modified by the Condominium Board without the unanimous consent of the Non-Residential Unit Owners, and (ii) the Condominium Documents may not be amended or modified to adversely affect any Non-Residential Unit Owner without the prior written consent of the affected Non-Residential Unit Owner. Otherwise, any decisions by the Condominium Board which solely affect any Non-Residential Unit may be made only by the Non-Residential Member of the Condominium Board designated by the affected Non-Residential Unit Owner.

Notwithstanding anything to the contrary, each Non-Residential Unit Owner and its Permitted Users shall have the right to sell or lease all or any portion of such Non-Residential Unit (i) without prior approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any, (ii) without notice, (iii) without complying with any requirements with respect to rights of first offers or first refusals, and (iv) without payment of any fees or charges (including any transfer fees or resale fees).

Each Non-Residential Unit Owner and its Permitted Users shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing such Non-

Residential Unit or any portion of the Building servicing such Non-Residential Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or Facilities forming a part of or servicing such Non-Residential Unit.

Each Non-Residential Unit Owner and its Permitted Users shall additionally have the right and an easement, as applicable, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

1. to make alterations, additions, improvements, or repairs in or to the interior portions of the Non-Residential Unit, 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 Non-Residential Unit.

2. to amend the Certificate of Occupancy of the Building with respect to the use or number of the Non-Residential Units.

3. without amendment to the Plan, to (i) subdivide and/or combine any Non-Residential Unit(s) and/or (ii) change any Non-Residential Unit(s) in size by relocating a boundary wall between Non-Residential Unit(s). In the event of a subdivision, combination, and/or change in size of any Non-Residential Unit(s), each Non-Residential Unit Owner shall additionally have the right to reapportion among the affected Non-Residential Units their respective Common Interest. Any additional condominium units created as a result of a subdivision of any Non-Residential Unit will retain the same rights, privileges, and benefits afforded the original Non-Residential Unit Owner and will be subject to the same obligations imposed on the original Non-Residential Unit Owner, as set forth in the Condominium Documents. Notwithstanding the foregoing, in the event of a subdivision of any Non-Residential Unit, the Unit Owners of such subdivided Non-Residential Unit shall only have the right to collectively designate 1 Member to the Condominium Board.

4. to make all arrangements for the prompt repair and restoration of the Non-Residential Units to the extent the Non-Residential Unit is damaged or destroyed by fire or other casualty.

In addition to the foregoing, and so long as in compliance with applicable Law, each Non-Residential Unit Owner and its Permitted Users shall have the right and an easement, as applicable, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

1. to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Non-Residential Unit Owner shall determine, in the storefronts (if any) and windows of such Non-Residential Unit and on the exterior façade of the Building for the purposes of advertising (a) the sale or rental of all or any portion of the Non-Residential Unit, or (b) the operation of any business for which such Non-Residential Unit is used. All signs shall comply with the Uniform Land Use Review Procedure (ULURP) and Law.

2. subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior façade appurtenant to, and/or the windows of, the Non-Residential Unit, including, without limitation, any storefronts, and (ii) create additional means of egress and ingress to such Non-Residential Unit.

3. to use the sidewalk adjacent to such Non-Residential Unit for any purposes permitted by Law, including, without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalk, provided that the entrances to the Building and the area within ten (10) feet of the residential and Office Unit entrances (unless otherwise authorized by Sponsor) are not impeded by such use. In the event any Non-Residential Unit Owner utilizes a sidewalk adjacent to the Non-Residential Unit, the maintenance, replacement, and repair of the sidewalk during the period of use, together with all costs and expenses associated therewith, shall be the responsibility of the Non-Residential Unit Owner.

Any alterations, additions, improvements, or repairs by Non-Residential Unit Owners in or to their respective Non-Residential Units are to be performed at the applicable Non-Residential Unit Owner's sole cost and expense and must be in compliance with Law and the terms of the Declaration and the By-Laws.

Reference should be made to the Declaration and the By-Laws set forth in Part II of the Plan for details with respect to rights and obligations of Non-Residential Unit Owners relating to the use and ownership of the Non-Residential Units.

CHANGES IN PRICES AND UNITS

Purchase prices and other terms of sale for the Units offered are negotiable, in Sponsor's sole discretion. Sponsor reserves the right to enter into a Purchase Agreement with a Purchaser, as a result of an individually negotiated transaction, to sell one or more Units at prices lower than those set forth in Schedule A, or to modify any other term of sale, without filing an amendment to the Plan. No Purchaser has the right to benefit from any price, term or condition negotiated with any other Purchaser. Sponsor further reserves the right, at any time and without notice to, or consent of, any Purchaser, Unit Owner or mortgagee, to increase the price of any Unit by a duly filed amendment to the Plan. Purchase prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models or is to be advertised. Modifications to the terms and conditions of sale affecting all Purchasers must be modified by a duly filed amendment to the Plan.

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. 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 the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in, any Unsold Residential Unit, (b) change the size and/or number of Unsold Residential Units by dividing one or more such Units into two or more separate Unsold Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Unsold Residential Units, altering any boundary walls between two or more Unsold Residential Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Residential Unit into such Unsold Residential Unit without changing the percentage of Common Interest of such Unit, and (c) if appropriate, reapportion among the Unsold Residential Units affected by any such change, their aggregate Common Interest. In the event of any change pursuant to either (a), (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. Provided that Purchaser is not in default of its obligations under the Purchase Agreement, no such 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 Unsold Residential Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage (excluding interior partitions) or Common Interest by more than 5%, or materially changes the Unsold Residential Unit size, the layout or Common Interest of such Unsold Residential Unit, unless the Purchaser consents to such changes. 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. In addition, Sponsor reserves the right to change and/or modify, in its sole discretion, the direction of any door swing, cabinet door swing, or appliance door swing shown on the Floor Plans. Purchasers are advised that Residential Units will contain multiple access panels. Sponsor reserves the right to change and/or modify, in its sole discretion, the number and location of access panels, as may be necessary for maintenance or repair of mechanical, electrical, plumbing, or other equipment or systems, or otherwise. The foregoing reservations of Sponsor's right to make changes is subject to the governing regulations of the Department of Law which provide for an affected Purchaser's consent for any material changes in Unit size, layout, or percentage of common interest and 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, 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 and/or the Condominium Documents 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 or Residential 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 (i) such Common Element was not offered in the Plan as an amenity for the shared use of the Unit Owners of the Condominium and (ii) if subsequent to the recordation of the Declaration, such transfer does not affect the allocation of Common Interest among the Units owned by Unit Owners other than Sponsor (without such Unit Owners' consent). 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.

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

USE AND OCCUPANCY AGREEMENTS

Sponsor reserves the right with respect to any Unsold Residential Unit, to enter into a pre-closing "use and occupancy" agreement ("Use and Occupancy Agreement") with the Purchaser of such Unsold Residential 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, rent regulations or continued occupancy. Such use and occupancy fees shall be determined by Sponsor in its sole and absolute discretion. No occupancy may commence until a TCO has been obtained for such Unsold Residential Unit. Purchasers are advised that (i) the Use and Occupancy Agreement shall be subordinate to the Sponsor Loans, and (ii) if required by the terms and conditions in any Sponsor Loan, written consent may be required from such Sponsor Lender prior to the execution of any Use and Occupancy Agreement.

If Sponsor elects to grant a Purchaser a Use and Occupancy Agreement, then such Use and Occupancy Agreement shall provide, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unsold Residential 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 shall provide that an uncured default by the Purchaser under any Use and Occupancy Agreement with respect to the Unsold Residential Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies provided therein. If Sponsor elects to terminate the Purchase Agreement, Purchaser shall have 30 days from the giving of notice of cancellation to cure the specified default and follow the default procedures set forth in the section of the Plan entitled "Procedure to Purchase." However, prior to Sponsor utilizing the default under the Use and Occupancy Agreement to declare a 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. In addition, in the event a Purchaser is permitted to take possession of the Unsold Residential Unit prior to Closing, such Purchaser will be required to obtain liability insurance and renter's insurance for their own benefit in such amounts as determined by Sponsor. A Purchaser who takes possession of a Unit prior to Closing assumes the risk of loss not covered by insurance.

In the event (i) that Purchaser defaults under the terms of the Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due), 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 Residential Unit will be required to pay the legal fees of Attorneys 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 Residential 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 Residential 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 Residential Unit will be required to execute a Purchase Agreement, which will be in the form set forth in Part II of the Plan. A Purchaser also interested in acquiring a Storage Locker License will be required to execute the form of Rider annexed to the Purchase Agreement set forth in Part II of the Plan.

Purchasers shall be afforded not less than 3 business days to review the Plan prior to executing a Purchase Agreement. A Purchaser may borrow the Plan upon payment of a non-refundable $150 fee. If a Purchaser has not received the Plan at least 3 business days prior to executing a Purchase Agreement, a Purchaser shall have the right to rescind the Purchase Agreement within 7 days from the date 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 Residential Unit is not contingent on Purchaser obtaining financing. In the event a Purchaser defaults under a Purchase Agreement beyond all applicable cure periods for any reason whatsoever, including without limitation any inability to obtain financing, Sponsor shall be entitled to exercise any remedies provided under the Purchase Agreement, including the right to retain the Deposit as liquidated damages. Neither Sponsor nor Selling Agent makes any representation as to the availability or terms of any form of financing. Purchasers may want to consult with a lending institution and/or finalize their financing arrangements before signing a Purchase Agreement.

While the First Closing is projected to occur on or around July 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.

Purchase Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the Purchaser. Sponsor reserves the right to request thorough identification and financial information (including credit reports and litigation searches) concerning any Purchaser, subject to any limitations and requirements imposed by Law.

At the time Purchaser executes a Purchase Agreement, Purchaser will be required to deliver an Initial Deposit in an amount equal to 10% of the Purchase Price. At the earlier to occur of (i) 6 months after the date Purchaser executes the Purchase Agreement or (ii) 15 days after the Presentation Date of an amendment declaring the Plan effective, Purchaser will be required to deliver an Additional Deposit in an amount equal to 5% of the Purchase Price. Notwithstanding the foregoing, a Purchaser 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 15% of the Purchase Price. Sponsor may require that Purchasers of more than one (1) Residential Unit deliver a Deposit in excess of that set forth in the Plan, which amount shall be on terms individually negotiated with each Purchaser.

All Deposits made pursuant to a Purchase Agreement are subject to the requirements of § 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."

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 Locker(s),

the Building and all Common Elements. 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.

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 rejected and cancelled and the Initial Deposit shall be returned to Purchaser within 30 days thereafter. Sponsor 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 Residential Unit, except that with respect thereto Sponsor may not discriminate against any person on the basis of race, creed, color, sex, disability, marital status, age, national origin or other ground as prohibited by Law, and (b) a Purchase Agreement for more than one Residential Unit to any Person.

A Purchaser must deliver the payment of any Deposit or the Balance of the Purchase Price by official bank check unless Sponsor offers, in Sponsor's sole discretion, to accept a wire transfer.

The Balance of the Purchase Price and all other monies due under the Plan and Purchase Agreement shall be payable simultaneously with the delivery of the deed to the Residential Unit and, if applicable, the Storage Locker License. The deed and Storage Locker License will be substantially in the form as set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposits will be credited or paid to Purchaser at Closing.

Following the Plan being declared effective, Sponsor will deliver to each Purchaser an Initial Closing Notice at least 30 days prior to the Closing Date specified therein ("Scheduled Closing Date"). The Initial Closing Notice requirement may be modified or waived by an agreement signed by Sponsor and Purchaser. In the event a Purchaser defaults under the Purchase Agreement, time being of the essence with regard to the obligations of Purchaser under the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to either: (i) cancel the Purchase Agreement or (ii) seek specific performance. According to Black's Law Dictionary (Revised Ninth Edition), "specific performance" means "a court-ordered remedy that requires precise fulfillment of a legal or contractual obligation when monetary damages are inappropriate or inadequate." 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 the Purchase 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 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 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, 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 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).

If Purchaser fails for any reason to close title to the Residential 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 Residential 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 Residential 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 WHEN DUE AND THE BALANCE OF THE PURCHASE PRICE ON THE CLOSING DATE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a 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 a default under the other Purchase Agreements. In the event of such a default, Sponsor may, at its option, cancel each 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 Residential Unit, based on the Condominium budget in effect as of the Closing Date of the Residential 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 Residential Unit Owner who acquired title to the Residential 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 Residential Unit for sale with any broker, (ii) placing or authorizing any listing of the Residential Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Residential Unit for sale.

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 Purchaser in accordance with the provisions set forth in the section of the Plan entitled "Effective Date."

From and after the Closing of each Residential 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 Residential Unit, whether or not Purchaser has taken possession of

the Residential Unit, and whether or not all work required to be performed by anyone in or to the Residential Unit has been completed.

The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, including pursuant to a Use and Occupancy Agreement, 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 Residential Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion within sixty (60) days of the damage to the Unit) to repair or restore the Residential 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 Residential 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 Residential Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect to repair or restore the Residential Unit (which election shall be made in its sole discretion within sixty (60) days of the damage to 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 cancelled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, 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 Purchase Agreement covers both a Residential Unit and one or more Storage Locker Licenses 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 License in question, and Purchaser shall remain obligated to purchase the Residential Unit. At the Closing of Title to the Residential Unit, Purchaser will receive a credit against the Balance of the Purchase Price equal to the amount allocated to the affected Storage Locker License, to the extent any such money has been paid under the Purchase Agreement.

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Improvements" set forth in Part II of the Plan. If a Person desiring to purchase a Residential Unit requests that Sponsor perform special or additional work in the Residential Unit or provide extra or upgraded fixtures or finishes, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Improvements set forth in Part II of the Plan, and Sponsor agrees in writing to perform such work and/or provide such fixtures or finishes, then Sponsor may require such Person to deposit an amount greater than the Deposit required under the Purchase Agreement.

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 IMPROVEMENTS" SET FORTH IN PART II OF THE PLAN.

Each Purchaser shall be given an opportunity to examine the Residential Unit prior to the Closing during normal business hours and in the company of Sponsor's representative 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. Purchaser is expressly prohibited from conducting any testing to the Residential Unit during the inspection for any reason,

including without limitation making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows, or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi, or other toxins or for any other purpose. At the Closing, each Purchaser of a Residential 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 Purchaser acknowledges the condition in which Purchaser has inspected the Residential 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.

At Closing, each Purchaser will be required to execute and deliver a Unit Power of Attorney in favor of the Condominium Board and Sponsor, the failure of which shall be a default under the Purchase Agreement entitling Sponsor to all of the remedies set forth in the Plan and the Purchase Agreement.

While Sponsor does not intend to submit an application to either Federal National Mortgage Association ("Fannie Mae") or the Federal Housing Administration ("FHA") to have the Condominium added to their respective lists of "approved" condominiums, in the event that any such applications were to be submitted, there is no guarantee or assurance that (a) such applications would satisfy Fannie Mae's and/or FHA's criteria for approval, (b) even if either or both Fannie Mae and FHA requirements are satisfied, that the Condominium will continue to satisfy such criteria, or (c) Purchasers would be able to obtain mortgages insured by Fannie Mae and/or FHA. No Purchaser shall be entitled to rescind any Purchase Agreement for any failure by Sponsor to either apply to Fannie Mae and/or FHA or to have any such application approved. Purchasers are advised that, in the event any applications to Fannie Mae or FHA are submitted and approved, Fannie Mae and FHA require a certain percentage of the total First Year's Budget to be placed in a reserve fund, which would accordingly result in an increase to the estimated Common Charges for the Units for the First Year of Condominium Operation.

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 whether formed under the laws of a state, or of the United States, or a foreign jurisdiction, other than a business whose common stock or analogous equity interests are listed on a securities exchange regulated by the Security Exchange Commission ("SEC") or a self-regulated organization registered with the SEC, or an entity solely owned by such a business, 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 provisions set forth in this section of the Plan shall also apply to Storage Lockers and Storage Locker Licenses, as applicable.

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 §§ 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 in the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor, provided Sponsor is deemed the prevailing party, 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 42nd 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 of Sponsor, Selling Agent, Managing Agent, or any principal thereof, or has any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled "Starr Associates LLP, Escrow Account" ("Escrow Account") at Signature Bank located at 261 Madison Avenue, New York, New York ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York.

All instruments to be deposited into the Escrow Account shall be made payable directly to the order of "Starr Associates LLP, as Escrow Agent" or wired directly to the Escrow Account maintained by Escrow Agent pursuant to the Plan, as applicable, and shall be accepted subject to collection. Endorsed instruments will not be accepted. All checks must be drawn on or issued by a bank or trust company which is a member of the New York Clearinghouse Association. A return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall render 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 Plan and the Unit may be sold to another as though the Purchase Agreement had never been made. A return of any check delivered in payment of the Additional Deposit or the Balance of the Purchase Price, 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 provided therefor under the Purchase Agreement. With respect to wire transferred funds, any wiring fees charged by the initiating and/or receiving bank shall be paid by Purchaser. 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.

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 FormW-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.

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 defaults. The interest rate to be earned will be the prevailing rate for these accounts. Sponsor has been advised as of January 22, 2019, that the interest rate for the Escrow Bank is 0.30%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no assurance as to interest rates paid by the Escrow Bank 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, except for any 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 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 Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan or if Sponsor abandons 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.

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 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 or, if applicable, wired directly to the Escrow Account. 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 §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 Third-Party Assignment

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, in its sole discretion. 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.

Notwithstanding anything to the contrary, with respect to any request by a Purchaser for an assignment of a Purchase Agreement, 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.

EFFECTIVE DATE

The offering by Sponsor of the Units under the Plan is contingent upon the Plan being declared effective. The First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option by (i) an amendment to the Plan or (ii) notice to each Purchaser stating that the Plan is declared effective and submission of an amendment to the Department of Law within 5 days confirming that the Plan was declared effective on a specified date. The Plan may be declared effective, at Sponsor's option, at any time when bona fide purchasers, including investors, have executed Purchase Agreements with respect to not less than 15% of the Units offered for sale (i.e. 13 Units based on 83 Units offered for sale). The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to 80% of the Units offered for sale (i.e. 71 Units based on 83 Units offered for sale).

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) 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, in lieu thereof, at least 7 days to rescind after executing a Purchase Agreement; or (iii) 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.

Once the Plan has been declared effective, it may not thereafter be abandoned, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, complied with or cured without litigation or for less than ½ of 1% of the total offering amount in the aggregate, and which are not waived by the Purchasers thereof; (2) a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than ½ of 1% of the total offering amount in the aggregate; or (3) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from the dollar amounts set forth in (1) and (2) above are attorneys' fees and title defects (including violations of record or work orders) or determinations of any authority or regulatory association which existed on the Filing Date of the Plan and were either known to Sponsor or were a matter of public record.

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, including for Special Work Funds, will be returned to Purchasers 5 days after the Filing Date of the amendment abandoning the Plan. Upon the return of the Deposits, as aforesaid, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. If the Plan is abandoned and Sponsor has not accepted Purchase Agreements, then Sponsor shall file a form RS-3 with the Department of Law without an amendment, which form RS-3 shall be served simultaneously by Sponsor on all commercial and professional tenants, if any. In the event that all Purchase Agreements are rescinded or terminated prior to the date of the First Closing, Sponsor will re-declare the Plan effective by submission of an amendment to the Department of Law.

TERMS OF SALE

The term "Closing" refers to the conveyance of title to a Residential 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 Residential Unit. The Closing to each Residential Unit shall be held at the office of Starr Associates LLP, 220 East 42nd 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) a TCO or PCO for the Residential Unit is in effect. Issuance of a TCO or PCO for the Residential Unit shall be deemed presumptive evidence of substantial completion of the Residential Unit and is the only construction-related prerequisite that must occur before Sponsor may require the closing of title. Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Residential Unit and the Storage Locker License 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 License 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.

(c) the recording or filing of the Declaration, By-Laws, Tax Lot Drawings and architect and tax authority certifications required by § 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 Residential Unit and its appurtenant Common Interest from the lien of all mortgages, if any, including that certain purchase money mortgage dated April 12, 2018, recorded in the Register's Office on April 19, 2018, as CRFN# 2018000131806 and enforcement mortgage dated April 12, 2018, recorded in the Register's Office on April 19, 2018 as CRFN# 2018000131807, or (at the option of Sponsor) if Purchaser is obtaining financing on such Residential Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Residential Unit and its appurtenant Common Interest.

(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 (unless Purchaser consents to waive such 30 day notice), including a reasonable opportunity for Purchaser to examine the Residential Unit, during normal business hours and in the company of Sponsor's representative, prior to Closing. So long as a TCO for the Residential Unit is in effect, Purchaser will be obligated to close title irrespective of the nature of the items that may be included on the Inspection Statement which Sponsor agreed to complete as part of its post-closing obligations.

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

(g) the conveyance of title to the Residential Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions and (2) liens and encumbrances other than Permitted Encumbrances to which the Residential 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 Residential 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 Residential 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 § 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 Residential Unit or if the Purchaser wants to have legally-compliant window guards and/or window stops installed on the windows of the Residential Unit even though no child under the age of eleven (11) will be living in the Residential Unit. In the event that legally compliant window guards and/or window stops are to be installed, replaced, or repaired in the Residential Unit, such installation shall be performed at the direction of Managing Agent and all costs associated therewith shall be charged to and be borne solely by the Purchaser of the Residential Unit. Residential Unit Owners and their Permitted Users are prohibited from modifying or tampering with any window guards and/or window stops installed in the Residential Unit.

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

(e) all other documents necessary and/ or customary in connection with the conveyance of a condominium unit as directed by Attorneys for Sponsor.

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.

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in the sale. To the extent the Floor Plans set forth in Part II of the Plan portray shelving or hooks within a Unit, such items are intended to be for illustrative purposes only.

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 ½ 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, except for any Special Work Funds to the extent that such Special Work Funds have been expended, 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).

The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, including pursuant to a Use and Occupancy Agreement, 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 Residential Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion within sixty (60) days of the damage to the Unit) to repair or restore the Residential 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 Residential 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 Residential Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect to repair or restore the Residential Unit (which election shall be made in its sole discretion within sixty (60) days of the damage to 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 cancelled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, 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 Purchase Agreement covers both a Residential Unit and one or more Storage Locker Licenses 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 License in question, and Purchaser shall remain obligated to purchase the Residential Unit. At the Closing of Title to the Residential Unit, Purchaser will receive a credit against the Balance of the Purchase Price equal to

the amount allocated to the affected Storage Locker License, to the extent any such money has been paid under the Purchase Agreement.

Any personal property located within the Unit (if any) 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 excluded in the Purchase Agreement or the Plan.

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 Locker Licenses 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 Locker Licenses, payment of such taxes shall be the obligation of Purchaser. Recording charges, fees, title costs and taxes set forth below pertain to Residential 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 Residential 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. First American Title Insurance Company of NY, having an office at 666 Third Avenue, 5th Floor, New York, NY 10017 (telephone: (212) 551-9402, fax: (714) 361-3540) ("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) $2,750 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) While New York State Real Estate Transfer Tax ("State Transfer Tax") and the New York City Real Property Transfer Tax ("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. RPT Tax is 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, and State Transfer Tax is calculated by rounding the consideration up to the nearest $500 and multiplying that number by the applicable tax rate shown on the chart below:

	Rounded Consideration Amount	*Tax Rate (Residential)*	*Tax Rate (Commercial)*
State Transfer Tax:	Less than $2,000,000	0.4%	0.4%
	$2,000,000 - $2,999,999	0.4%	0.65%
	$3,000,000 and higher	0.65%	0.65%

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.

Additionally, Purchaser shall be responsible for the payment of any of the following taxes imposed under the New York Tax Law to the extent applicable: (i) where consideration is $1,000,000 but less than $2,000,000, th e "additional tax," commonly known as the "mansion tax" ("Mansion Tax") or (ii) where consideration is $2,000,000 or higher, the "supplemental tax" ("Additional Mansion Tax"), in each respect by multiplying the consideration by applicable tax rate shown on the chart below:

	Consideration Amount	*Tax Rate*
Mansion Tax	Under $1 million	Not subject to tax
	At least $1 million, but less than $2 million	1%
Additional Mansion Tax	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%
	$25 million and higher	3.9%

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:

	Purchase Price $500,000 or less	***Purchase Price greater than $500,000 and less than $2,000,000***
Tentative RPT Tax:		
Purchase Price	$400,000	$1,500,000
Applicable Tax Rate	x 1%	x 1.425%
Subtotal: Tentative RPT Tax	**$ 4,000**	**$ 21,375**
Tentative State Transfer Tax:		
Purchase Price	$400,000	$1,500,000
Rounded up to the nearest $500	$400,000	$1,500,000
Applicable Tax Rate	x 0.4%	x 0.4%
Subtotal: Tentative State Tax	**$ 1,600**	**$ 6,000**
Actual RPT Tax:		
Purchase Price	$400,000	$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	+ 3,000	+ 3,000
Taxable Consideration	**$408,600**	**$1,530,375**
Applicable Tax Rate	x 1%	x 1.425%
Total: RPT Tax	**$ 4,086**	**$ 21,808**
Actual State Transfer Tax:		
Purchase Price	$400,000	$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	+ 3,000	+ 3,000
Taxable Consideration	**$408,600**	**$1,530,375**
Rounded up to the nearest $500	$409,000	$1,530,500
Applicable Tax Rate	x 0.4%	x 0.4%
Total: State Transfer Tax	**$ 1,636**	**$ 6,122**
Mansion Tax:		
Purchase Price	$400,000	$1,500,000
Tentative taxes (RPT + State Transfer)	+ 5,600	+ 27,375
Sponsor Closing Fees	+ 3,000	+ 3,000
Taxable Consideration	**$408,600**	**$1,530,375**
Applicable Tax Rate	*N/A*	1%
Total: Mansion Tax	*N/A*	**$ 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 Residential Unit:***

The RPT Tax on the Residential 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 Residential Units:***

The RPT Tax on each Residential 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 Residential Unit (i.e. two Residential 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 Residential Unit may provide that the Residential 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 Residential Unit, together with 1/12 of the annual fire and casualty insurance policy premiums for the Residential 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 Residential Unit, based on the Condominium budget in effect as of the Closing Date.

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").

Subject to the approval of Sponsor's mortgage lender, 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 Residential Unit

A numerical example of estimated closing costs and expenses for a single Residential Unit with a Purchase Price of $1,500,000 and a projected mortgage of $1,125,000 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 $1,500,000 of owner's insurance	Fee insurance premium	$6,021.00
Mortgage Insurance Premium for $1,125,000 of lender's insurance	Mortgage insurance premium	$1,181.00
RPT Tax	1.425% of bulked-up consideration of $1,530,375.	$21,807.84
State Transfer Tax	0.4% of bulked-up consideration of $1,530,500.	$6,122.00
Mansion Tax	1% of bulked-up consideration of $1,530,375.	$15,303.75
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 $2,812.50.	$21,626.25
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 each.	$150.00
Sponsor Closing Fees	Basic closing fee ($2,750) + ACRIS document preparation fee ($250) + mortgage financing fee ($750)	$3,750.00
Working Capital Fund	2 months' Common Charges	See Schedule A
Total Estimated Closing Costs	Excluding Working Capital Fund	$77,031.84

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 Residential 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 Residential 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 has procured financing for the construction of the Building from SM Tactical Finance II-A LLC ("Construction Lender"). Sponsor will receive advances from Construction Lender provided Sponsor complies with the provisions of the construction loan regarding its responsibilities to use the funds advanced in the agreed manner and generally proceeds with the construction as agreed to in the loan documents. Pursuant to the terms of the construction loan documents, Sponsor must meet certain minimum release prices prior to Construction Lender's release of its lien against the Residential Unit. Additionally, in connection with Sponsor's purchase of the Land from The City of New York, acting by and through Department of Housing Preservation and Development ("HPD") pursuant to the Land Disposition Agreement, the Building is encumbered by: (1) a purchase money note dated April 12, 2018, in the amount of fifty-four million, four hundred thousand dollars ($54,400,000) ("Purchase Money Note"), which is secured by a purchase money mortgage dated April 12, 2018, recorded in the Register's Office on April 19, 2018, as CRFN# 2018000131806 ("Purchase Money Mortgage"), and (2) an enforcement note dated April 12, 2018, in the amount of seventy-two million dollars ($72,000,000) ("Enforcement Note"), which is secured by an enforcement mortgage dated April 12, 2018, recorded in the Register's Office on April 19, 2018 as CRFN# 2018000131807 ("Enforcement Mortgage"). Pursuant to the terms of the Purchase Money Mortgage and Enforcement Mortgage, prior to or at the closing of title to each Residential Unit, Sponsor will obtain from HPD partial releases from such mortgages for Residential Units conveyed to Purchasers pursuant to the Plan.

In the event that Sponsor transfers ownership of the Property to any Sponsor Lender or any affiliate thereof in accordance with the terms of such loan documents, such transfer shall not by itself constitute a material or adverse change affording Purchasers any rights to rescind their Purchase Agreements.

(b) The offering by Sponsor of Units 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) Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit the First Closing to take place on or about July 1, 2021. Sponsor has the right to change the projected date of the First Closing from time to time by an amendment to the Plan. If the First Closing does not occur within 12 months after the projected date set forth in Schedule B in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only a right to rescind their Purchase Agreements for 15 days from the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission will have their Deposits returned together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended. Even if the First Closing occurs within 12 months after the date set forth in Schedule B for the First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor is not obligated under the regulations promulgated by the Attorney General to schedule any subsequent closing within any specified time frame. Residential Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond the projected date of the First Closing, and Residential Units on higher floors generally close later than Residential Units on lower floors. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing or any Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Residential Unit is delayed or postponed

by Sponsor. Nothing contained in this Section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS WHEN DETERMINING WHETHER TO PURCHASE A RESIDENTIAL UNIT.

In the event the actual or projected date of the First Closing is to be delayed by 6 months or more, Sponsor will amend the Plan to include a revised budget with updated common charge projections. If the total common charge projections in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more in the aggregate, Sponsor will, in the amendment disclosing such updated budget, offer all Purchasers the right, for 15 days from the presentation date of the amendment disclosing such updated budget, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon except for any Special Work Funds to the extent that such Special Work Funds have been expended (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under the Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

As set forth in 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, Sponsor shall have no liability for any losses incurred by Purchaser as a result of such adjournment, including without limitation any costs associated with Purchaser's financing arrangements, travel or lodging expenses, fees associated with transfers of funds, and lost interest on liquidated assets.

(d) Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, and will bear all costs and expenses in connection therewith, as is necessary in order to complete the Building with a quality of construction comparable to the currently prevailing local standards and in accordance with the Plans and Specifications.

(e) Notwithstanding anything to the contrary, Sponsor reserves the right, in its sole and absolute discretion, without prior notice to Purchasers or amendment to the Plan to (i) modify from time to time the Condominium Documents and the Plans and Specifications (including changes in layouts and designs, and changes in the number and location of access panels) as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Units, or due to structural, architectural or mechanical considerations, field conditions arising during construction, or otherwise in accordance with the section of the Plan entitled "Changes in Prices and Units," and/or (ii) substitute materials, appliances, equipment and fixtures that are of Equal or Better Quality in place of those described in the Plan and the Plans and Specifications. Notwithstanding the foregoing, no such modification, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Residential Unit, will be made which: (x) materially and adversely affects a Unit Owner or Purchaser; (y) increases any obligation of a Unit Owner or Purchaser to any adverse and material degree; and/or (z) with respect to such Unsold Residential Unit for which a Purchase Agreement is then in effect, increases or decreases the square footage (excluding interior partitions) or Common Interest by more than 5%, or materially changes the unit size, layout or percentage of Common Interest of such Unsold Residential Unit, unless the Purchaser consents to such changes. 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. In addition, Sponsor reserves the right to change and/or modify, in its sole discretion, the direction of any door swing, cabinet door swing, or appliance door swing shown on the Floor Plans. Purchasers are advised that Residential Units will contain multiple access panels. Sponsor reserves the right to change and/or modify, in its sole discretion, the number and location of access panels, as may be necessary for maintenance or repair of mechanical, electrical, plumbing, or other equipment or systems, or otherwise. The foregoing reservations of Sponsor's right to make changes is subject to the governing regulations of the Department of Law which provide for an affected Purchaser's consent for any material changes in Unit size, layout, or percentage of common interest and 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 Residential Unit and will not have any claim for damages or losses 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, it being understood that nothing contained in this section will be construed so as to render Sponsor liable for money damages, nor shall Purchaser have against Sponsor any liability, suit, claim, cause of action, or demand under any legal theory. If Purchaser's consent is required as a result of a change due to field conditions, 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. Any material and adverse modification will be reflected in an amendment to the Plan.

(f) At the First Closing, Sponsor will deliver, assign, or otherwise grant to the Condominium Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other assignable undertakings received by Sponsor from contractors, suppliers, or others in connection with the construction and equipping of the Building, including the assignable warranties and assignable undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Units and the Common Elements, except that assignable warranties and assignable undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit shall be assigned to the Purchaser on the Closing Date. Sponsor does not make any representation as to which, if any, of the warranties and other assignable undertakings will continue to remain in force upon the Closing of any particular Unit. Sponsor shall have no liability or responsibility in the event a warrantor is unable, unwilling or for any reason, fails to perform under its warranty.

(g) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by § 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 will occur. No Closing of a Residential Unit will occur prior to the issuance of a TCO for the particular Residential Unit. Sponsor and its principals 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 date of the issuance of the first TCO, 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. Neither Sponsor nor its principals 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 Residential Unit Owner to perform alterations until such time as a PCO has been obtained.

Additionally, since more than 50% of the square footage of the Building is comprised of commercial space which will likely be leased to retail tenants in "white box" condition (i.e. with minimally finished or unfinished interiors), DOB will not issue a PCO for the entire Building until such time as a TCO is issued for the commercial space or later. As such, the issuance of a PCO for the Building will likely experience significant delays.

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.

The only construction prerequisite to Closing is the issuance of a TCO for the Unit. As such, each Purchaser shall be required to close title to their particular Residential Unit once a TCO is issued irrespective of outstanding items of work, provided Sponsor has satisfied the closing conditions set forth in the section of the Plan entitled "Terms of Sale."

Notwithstanding anything to the contrary, Purchasers will be required to consummate the purchase of the Residential Unit and the Storage Locker License 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 License 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.

(h) If Sponsor fails to obtain a PCO for the Building prior to the First Closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Purchase Agreements (see the section of the Plan entitled "Escrow and Trust Fund Requirements") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, §§352-e(2)(b) and 352(h), provided, however, that if Sponsor's architect, engineer or other qualified expert (collectively, "Sponsors Representative") certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete the work needed to obtain a PCO, then the amount exceeding the sum so certified by Sponsor's Representative shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent cash or an unconditional, irrevocable letter of credit or post a surety bond in an amount Sponsor's Representative, from time to time, certifies is reasonably necessary to complete the work needed to obtain the PCO. The Buildings Department advises Purchasers of houses and apartments who close title with only a TCO in place to consult with their attorneys or engineers for assurance that sufficient funds are escrowed or otherwise secured for Sponsor to obtain the PCO.

(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 construction 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) The Building will contain certain major mechanical equipment, including, but not limited to, elevators/elevator machine rooms, fans, pumps, energy recovery units, HVAC equipment, emergency generator, domestic water tanks, chillers, packaged units and cooling towers (collectively,

"Equipment") located on the subcellar, cellar, Floors 5, 6, 10, and 14, and the roof and bulkhead roof levels. 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, Residential Units and amenity areas in close proximity may be affected. Notwithstanding the foregoing, any noise or vibration shall not violate any applicable building code.

(k) The Condominium Board, Sponsor, and their respective Permitted Users have the right to operate the emergency generator as necessary, as well as to activate the emergency generator for testing on a periodic basis, normally once per month. During such testing periods, which may occur at any time, occupants of Residential Units may experience excessive noise and vibration, which shall not violate the New York City Noise Code.

(l) No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. It is anticipated that during the first few years of Condominium operation, construction workers and related personnel will be at the Building from time to time, completing construction of the Building and the Units, making repairs, adjustments and corrections and performing various tasks relating to the completion of construction. 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. In addition, the presence of scaffolding, hoists or construction elevator shafts or similar temporary construction facilities, may delay the Closing of Title to certain Residential Units or lines of Residential Units until such scaffolding, hoists, elevators or temporary facilities are no longer needed and are removed. A Purchaser who closes title to his or her Unit during the course of construction of the Common Elements or other Units acknowledges that construction 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 construction on any projected date, or any interruption of services in the Building. Notwithstanding the foregoing, Sponsor shall not allow conditions at the Building to fall below the warranty of habitability, as required by Law. Furthermore, Sponsor does not make any representation (express or implied) that any noise, odors, fumes or vibrations, if any, emanating from mechanical equipment belonging to the Condominium or the Non-Residential Units will not disturb occupants of the Residential Units, and Sponsor shall have no liability whatsoever for any such disturbance to any Unit Owner or occupant.

(m) Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Units, the Building or the Common Elements except as otherwise expressly provided in the Plan. Sponsor agrees to complete construction and to cause all mechanic's liens with respect to the construction of the Building to be promptly discharged or bonded or to deliver any and all requested documents to the title company necessary to insure title to the Unit at no additional cost to Purchaser (which title company shall be licensed in the state of New York), all subject to Sponsor's rights to abandon the Plan.

(n) Each Residential 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 Residential Units, upon receipt of the Initial Closing Notice (or at such time as may be applicable in the event that Sponsor and Purchaser have agreed to modify or waive the Initial Closing Notice requirement), Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Residential 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 Residential 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 Residential 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. Notwithstanding anything set forth in this paragraph, at such time as a TCO for the Unit is issued, Purchaser shall be obligated to close title to the Unit and pay the Balance of the Purchase Price at Closing.

(o) Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering as the Building comprises more than 5 stories. Sponsor makes no other warranties, express or implied, in connection with this offering of the Units and all such warranties are excluded, except as provided in the limited warranty ("Limited Warranty") set forth in this section. Sponsor will correct, repair, or replace any and all defects relating to construction of the Building, Common Elements or the Units or in the installation or operation of any appliances, fixtures, or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are materially and adversely at variance with the Plans and Specifications for the same; and

(2) Sponsor is notified by the Condominium Board or the affected Unit Owner, as the case may be, of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not discoverable by a reasonable and customary inspection) in the construction of a Unit, within 1 year of the earlier to occur of (a) the Closing of Title to the Unit or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing;

(ii) with respect to any patent defect (that is, a defect that is discoverable by a reasonable and customary inspection) in the construction of a Unit within 6 months of the earlier to occur of (a) the Closing of Title to the Unit, or (b) the commencement date of any agreement by which a Purchaser is permitted to occupy the Unit prior to Closing, provided, in each instance such patent defect is not caused by the Unit Owner or other occupant of the Unit;

(iii) with respect to any defects (patent or latent) in the construction of the Common Elements, within 1 year from the date of substantial completion of the portion of the Common Elements claimed to be defective. The issuance of a TCO or PCO covering such Common Elements shall be presumptive evidence that the construction of the Common Elements has been substantially completed.

The method of correcting any defect will be selected by Sponsor in its sole discretion. The quality of construction as to any such correction will be comparable to local standards customary in the particular trade or trades involved and will be in accordance with the Plans and Specifications.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to the repair of a defect or replacement of a defective item, whether patent or latent, if:

a. Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above;

b. The Condominium Board and/or Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

c. Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry, as determined by Sponsor's general contractor, architect, or engineer, in their sole judgment.

d. Purchaser, through any act or omission (i) is the cause of such defect, (ii) obstructs, delays, prevents or hinders Sponsor from gaining access to the Unit in order to repair or replace the defect, or (iii) undertakes the repair or replacement of such defect.

(3) This Limited Warranty is only available to the first Purchaser of the Unit and Sponsor shall have no liability to any subsequent Purchaser with respect to any claimed defects relating to the construction of the Units, the Common Elements or the Building.

(p) 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 construction or renovation, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures) 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, "checking" or cracking of floors and floor buckling), damage to wood due to changes in humidity, deflection, expansion, contraction, or shifting of the Building or any irregularities in natural materials;

(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 Residential Unit or its appurtenant Residential 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, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, expansion, contraction, or separation of wood products, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

c. the installation of access panels throughout the Unit as required by DOB or otherwise installed by Sponsor as reasonably necessary or customary, irrespective of the location and/or quantity of such access panels.

d. 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;

e. variations in tone or color of interior and exterior natural materials or natural stone (including the terra cotta brick 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;

f. variations in wood floor stains and finishes;

g. noise, vibrations or odors from normal plumbing, heating, air-conditioning, ventilating, mechanical equipment operation and elevator operation, and floor noises and creaking;

h. repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, insulation attached to the curtain wall, 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;

i. normal wear, including chips, to passenger elevator cabs, cab doors, elevator door frames, cab panels, Unit doors and Unit door frames; and

j. pertaining to television, radio, internet or other telecommunication reception;

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.

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. Additionally, during the course of construction concrete cracks and/or chips of a material nature on the exterior façade of the Building may be repaired by Sponsor by field patching.

THE ITEMS AND CONDITIONS DESCRIBED ABOVE IN (IV) ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE CONDITIONS IN THEIR UNITS OR THE COMMON ELEMENTS. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF SUCH ITEMS AND CONDITIONS AND SHALL NOT BE LIABLE TO ANY PURCHASER OR CONDOMINIUM BOARD THEREFOR. IF PURCHASER OR CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY SUCH ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THE PURCHASER OR CONDOMINIUM BOARD MUST PROCEED AT ITS SOLE COST

AND EXPENSE AND/OR UTILIZE ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO IT BY SPONSOR.

(q) 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 CONSTRUCTION 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 RESIDENTIAL 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 CONSTRUCTION AND COMPLETION OF THE BUILDING 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.

(r) 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 representation 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 construction of the Units and the 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.

(s) Prior to the Closing of Title for each Unit or simultaneously therewith, Sponsor will cause such Unit and its Common Interest, benefits, rights and easements as described in the Declaration and the By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by Purchaser).

(t) Sponsor will bear all costs and expenses incurred by it in connection with the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

(u) Sponsor will pay or cause to be paid all contractors, subcontractors and materialpersons and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during Sponsor's construction thereof.

(v) No Closing of a Residential Unit will occur prior to the issuance of a TCO for the particular Residential Unit. Sponsor will perform any work and/or supply any material necessary to obtain a PCO.

(w) Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's obligations set forth in the Plan and shall be obligated to indemnify the Condominium Board and Unit Owners against any such action or proceeding.

(x) At or subsequent to the First Closing, Sponsor will deliver to the Condominium Board copies of the following documents, as applicable, and as otherwise in Sponsor's possession: (i) mechanical, electrical and plumbing drawings for the Building, if available; (ii) operating and maintenance manuals for mechanical equipment; (iii) electronic system manuals; (iv) major equipment start-up sheets and control system as-built; and (v) original test and balance report for HVAC system.

(y) In accordance with §339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Tax Lot Drawings are an accurate copy of portions of the Plans and Specifications of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building and, in addition, such architect or professional engineer shall make periodic inspections at various stages of construction to determine that the Building is built in accordance with the Plans and Specifications.

(z) Sponsor will pay all Common Charges (once Common Charges have been assessed by the Condominium Board), Special Assessments and real estate taxes allocated to any Unsold Residential Units in accordance with the provisions of the By-Laws. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from income from projected sales, the rental or leasing of Unsold Residential Units and Sponsor's other financial resources. No bond or other security will be posted by Sponsor with respect to this obligation.

(aa) At or prior to the First Closing, the Condominium Board or Sponsor (on behalf of the Condominium Board) will procure 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, the types and cost of which insurance has been reflected in the First Year's Budget. (See the section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws.")

(bb) Pursuant to the provisions of §352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of 6 years from the date of the recording of the Declaration. In addition, a set of Tax Lot Drawings showing the layout, location 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 when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(cc) Sponsor will deliver to the Condominium Board copies of all books of account and records pertaining to the Building's operation which are in Sponsor's possession.

(dd) In the event of the dissolution or liquidation of Sponsor or the transfer by Sponsor of 10 or more Residential Units or 20% or more of the total number of Residential Units in the Condominium, whichever is less, to a single Purchaser, Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Residential Units under the Plan and Laws.

(ee) The risk of loss to any Residential Unit by fire or other casualty until the Closing for such Residential Unit is assumed by Sponsor (unless and until Purchaser takes possession of the Residential Unit, including pursuant to a Use and Occupancy Agreement 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 Residential Unit. In the event of damage or destruction of a Residential Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion within sixty (60) days of

the damage to the Unit) to repair or restore the Residential 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 Residential 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 Residential Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect to repair or restore the Residential Unit (which election shall be made in its sole discretion within sixty (60) days of the damage to 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 cancelled and of no further force or effect and Sponsor shall return all Deposits, together with any interest earned thereon, except for any Special Work Funds to the extent that such Special Work Funds have been expended, 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.

(ff) Sponsor and its contractors, subcontractors, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Residential Limited Common Elements and Storage Lockers) for the purpose of 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 reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit and/or any appurtenant Residential Limited Common Elements for their 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. 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).

(gg) Sponsor intends, in good faith, to sell rather than rent Units. However, Sponsor reserves the unconditional right to rent rather than sell the Non-Residential Units prior to the consummation of the Plan and all Units after the consummation of the Plan. Because Sponsor is not limiting the conditions under which it will rent rather than sell Units, Sponsor is not committed to sell more Units than the 15% necessary to declare the Plan effective (i.e. 13 Units based on 83 Units offered for sale) and therefore owner-occupants may never gain effective control and management of the Condominium.

(hh) Sponsor intends to offer Unsold Residential Units for sale both to Purchasers for personal occupancy and Purchasers who are purchasing for investment or resale. Purchasers for investment or resale may rent such Units rather than use such Units for personal occupancy. As a result, some and possibly many Units may be occupied by renters instead of Unit Owners. 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 Residential Unit Owners who occupy Residential Units and those Residential Unit Owners who do not occupy Residential Units (including Sponsor) may have inherent conflicts on how the Condominium shall be managed because of their different reasons for purchasing (i.e. purchasing as a home as opposed to as an investment).

(ii) All representations under the Plan, all obligations pursuant to the General Business Law §352-e, and such additional obligations under the Plan which are to be performed subsequent to the Closing Date shall survive delivery of the deed.

(jj) Sponsor does not anticipate that any Excess Development Rights will remain upon completion of the Building. However, if any Excess Development Rights do remain upon the recordation of the Declaration, or if the applicable provisions of the Zoning Resolution change in the future such that transferable Excess Development Rights are generated, such 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. 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. The Condominium Board shall be obligated to cooperate with Sponsor in connection with any Excess Development Rights. 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.

(kk) The Condominium is being developed in accordance with New York City's Quality Housing Program which is set forth in Article II, Chapter 8 of the New York City Zoning Resolution which encourages development consistent with the character of established neighborhoods. It has bulk regulations which set height limits and allows high lot coverage buildings that are set at or near the street line. The Quality Housing Program also requires amenities relating to interior space, recreation areas and landscaping.

Obligations of Sponsor under the Plan with respect to the Building and the Units shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either (i) the Condominium Board fails to take reasonable action to enforce such obligations within 120 days following the giving of notice of such claim by any Unit Owner to the Condominium Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid 120-day period.

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.

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. Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective deeds to the Units to Purchasers.

In the event Sponsor is unable to perform its material obligations under the Plan, all sales will cease, Sponsor will promptly submit an amendment to the Plan setting forth its inability to perform such material obligations under the Plan, and will offer all Purchasers the right to rescind their Purchase Agreements within 15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have all Deposits and any interest accrued thereon returned, except for any Special Work Funds to the extent that such Special Work Funds have been expended.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective

Purchase Agreements. Sponsor does not make any representations or warranties other than as set forth in the Plan.

The terms of the Plan will govern in the event of a conflict between the Plan and any other document or advertisement used in connection with the Plan.

Use of Unsold Residential Units

Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Residential Units as sales, rental offices and model units and in any other manner in compliance with Law. In the event Sponsor thereafter elects to sell any such Unsold Residential Unit, Sponsor may require Purchaser to purchase all or any of the furniture, furnishings, finishes, equipment or decorations (including wall coverings, window treatments, carpeting, and the like) therein and pay, in addition to the Purchase Price of the Unit, such amounts as Sponsor may determine.

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 Residential Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Residential Units imply or represent that any such FFE will be located within any portion of the Building or Residential 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 Residential Units that differ from the designations utilized on the Floor Plans of the Residential 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. Furthermore, to the extent the Floor Plans set forth in Part II of the Plan, or any marketing materials and/or advertisements and/or websites used in connection with the sales and marketing of the Residential Units, portray shelving or hooks within a Unit, such items are intended to be for illustrative purposes only.

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.

Sponsor's Easement Rights

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 any Residential Limited Common Elements 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. Sponsor and its Permitted Users shall have an easement in, over, under, through and upon the General Common Elements and Residential 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 sale or renting of Unsold Residential 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. Sponsor shall be entitled to permit any one or more of such easements to be utilized by the Non-Residential Unit Owners

and/or Permitted Users. Sponsor reserves the right to install additional mechanical equipment on the roof of the Building.

UFAS Units

Section 504 of the Rehabilitation Act of 1973 ("Rehabilitation Act") and Section 8.29 of Title 24 of the Code of Federal Regulations ("Section 8.29") require developers of certain buildings to accommodate the needs of individuals with qualifying physically handicaps by constructing a certain number of the dwelling units pursuant to the design standards provided by the Uniform Federal Accessibility Standards ("UFAS"). In compliance therewith, Sponsor will be installing UFAS accessible features in certain Units and will also be offering certain Purchasers the option for additional UFAS accessible features, as set forth in more detail in the subsections below.

(a) Installation of UFAS Accessible Features

Sponsor shall construct and deliver Units **8A** and **9E** ("UFAS V&H Units") with the following visual and hearing accessible features:

- Speaker strobes will be installed in the foyer, living/dining room, bedroom(s), and bathroom(s), and
- The speaker strobes will additionally be connected to the Building fire alarm system and the Unit's doorbell.

Additionally, Sponsor shall construct and deliver at Closing Units **7A**, **7C**, **8J**, **10C** and **11C** ("UFAS Mobility Units") with the following mobility accessible features:

- Kitchen countertops will have a depth of 24" maximum in order to create handicap access to all electrical switches and outlets which are located within the backsplash;
- A remote electrical wall switch will be installed (located within handicap reach) to allow handicap operation of the kitchen exhaust hood;
- With respect to cabinets that are required to be removable in order to permit function of required work surfaces, (i) a finished floor will run beneath the cabinet and (ii) the interior of the cabinets will be finished;
- The shower controls shall be installed in accordance with Law;
- A fixed shower head will be installed and a hand held shower spray unit with a hose of at least 60" will be provided;
- Reinforcements will be provided in the showers to accommodate the future installation of a shower seat; and
- The glass shower enclosure in the adaptable bathroom(s) can be removed using common hand tools.

(b) Optional UFAS Mobility Accessible Features

Additionally, all prospective Purchasers of the UFAS Mobility Units, whether or not such prospective Purchaser is an "individual with handicaps," as such term is defined in Section 8.3 of Title 24 of the Code of Federal Regulations ("Handicapped Purchaser") are offered the option to have Sponsor modify certain additional design features of the Unit to be UFAS compliant ("UFAS Optional Modifications"), at no cost and expense to such Purchaser. For a list of available UFAS Optional Modifications that prospective Purchasers are entitled to request in connection with a UFAS Mobility Unit, Purchasers should make reference to the

"UFAS Mobility Rider to the Purchase Agreement" annexed to the form of Purchase Agreement set forth in Part II of the Plan ("UFAS Mobility Rider").

Each Purchaser of a UFAS Mobility Unit must return the Purchase Agreement together with an executed UFAS Mobility Rider, failing which the UFAS Mobility Unit will be delivered without any of the UFAS Optional Modifications. Sponsor shall have no obligation to perform any UFAS Optional Modifications outside of those expressly agreed to in the fully executed UFAS Mobility Rider.

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.

CONTROL BY SPONSOR

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 Colleen Wenke, Isaac Henderson, and Winthrop Wharton, who shall serve as President, Vice President and Secretary/Treasurer, respectively. Each of these individuals 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.

Sponsor will have control over the Condominium Board until the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board ("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 Residential Unit Owners, Sponsor will have the right to vote all of the Common Interest attributable to the Unsold Residential Units as it sees fit. When voting for Residential Members of the Condominium Board, each Residential Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Residential Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Residential Unit per Residential Member to be elected. However, at elections of Members to the Condominium Board held during the Sponsor Control Period, Sponsor shall have the right to designate 3 of the 5 Residential Members of the Condominium Board.

Subsequent to the Sponsor Control Period, Sponsor shall have the right to designate 2 Residential Members to the Condominium Board for so long as Sponsor continues to own at least 1 Unsold Residential Unit, and shall have the right to vote its Common Interest attributable to the Unsold Residential Units for the remaining Residential Members of the Condominium Board.

Within 30 days after the expiration of the Sponsor Control Period, and assuming the First Annual Meeting has not yet occurred, 2 of the 3 Residential Members of the Condominium Board who were designated by Sponsor shall resign and a replacement shall be filled by a vote of the Residential Unit Owners (including Sponsor) at a special meeting called for such purpose.

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 Residential 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 Residential 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.

CONDOMINIUM BOARD

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 on (i) a date that is approximately 30 days after the second anniversary of the First Closing or (ii) such earlier date on which the initial Condominium Board has scheduled the First Annual Meeting, in its sole discretion.

Commencing with the First Annual Meeting, the Condominium Board shall consist of 9 individuals, 5 of whom shall be elected and/or designated in accordance with the terms of the By-Laws by the Residential Unit Owners (including Sponsor) (collectively, the "Residential Members"), and 4 Members in the aggregate with 1 Member designated by each of the Non-Residential Unit Owners (collectively the "Non-Residential Members"). Except for Members designated by Sponsor and/or the Non-Residential Unit Owners, all Members of the Condominium Board shall be either: (i) individual Residential Unit Owners or adult Family Members of an individual Residential Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Residential 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 Residential Member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Residential Unit Owners who are present at a meeting containing a quorum of Residential Unit Owners, provided, however, that any Residential Member designated by Sponsor may only be removed and replaced by Sponsor, and further provided, however, that the Non-Residential Member of the Condominium Board may only be removed by the Non-Residential Unit Owner who designated such Member, who alone shall have the right to designate a replacement.

Notwithstanding anything to the contrary set forth herein, 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 Residential Unit Owners or designated by the Non-Residential Unit Owners or 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 and/or the Non-Residential Unit Owners.

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.

The 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 for the acts and decisions of the board members. The liability limit 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, and any such contract or transaction shall not in and of itself constitute self-dealing. 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 Interest 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.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor and the Non-Residential Unit Owners and any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, 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 (i) 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, and (ii) the Residential Common Elements or all Residential Units may be amended, modified, added to or deleted by the affirmative vote of at least 66 2/3% in number and Residential Common Interest of all Residential 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, or (c) against any Non-Residential Unit Owner and/or any Non-Residential Unit without the prior written consent of the affected Non-Residential Unit Owner.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Residential Units

Each Residential Unit Owner may either lease the Residential Unit for terms of not less nor more than 1 year or sell the Residential Unit provided that, in each instance, the Residential Unit Owner ("Offering Unit Owner") first gives the Condominium Board, on behalf of all Residential 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 Residential 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 Residential 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 Residential Unit without prior approval of a majority in interest of all Residential Unit Owners. The By-Laws permit the Condominium Board to (i) borrow money on behalf of the Condominium for the benefit of Residential Unit Owners, (ii) increase Common Charges assessed against all Residential Unit Owners and (iii) impose Special Assessments against all Residential Unit Owners, in the event the Condominium Board elects to exercise its right of first refusal. 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 Residential 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 Residential Unit in violation of this section of the Plan shall be voidable at the election of the Condominium Board. 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.

A Residential Unit Owner may lease, sell or convey the Residential Unit to a Family Member, may convey the Residential Unit by gift, may devise the Residential Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Residential Unit Owner shall be bound by, and the Residential Unit shall be subject to, the preceding restrictions. In addition, any Residential Unit Owner may lease, sell or convey the Residential Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

A Residential Unit Owner may only sell or lease the entire Residential Unit. In addition, each conveyance of a Residential Unit by a Residential Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's undivided interest in (a) the Common Elements, (b) the Residential Common Elements (with respect to Residential Units); (c) 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 (d) any other assets of the

Condominium. No part of the Residential 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 Residential Unit Owners.

A Residential 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 Residential Units and (ii) implement fees in connection with the sale or rental of Residential Units, which shall be payable by the Offering Residential 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 Residential Units shall not apply to Non-Residential Unit Owners, Sponsor with respect to any Unsold Residential Units, or to Residential Unit Owners with respect to any Residential 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 fees.

Notwithstanding anything contained herein to the contrary, a Residential Unit Owner who acquired title to the Residential 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 Residential Unit for sale with any broker, (ii) placing or authorizing any listing of the Residential Unit for sale in any broker's listing system or other listing service, or (iii) advertising or otherwise offering, promoting or publicizing the availability of such Residential Unit for sale.

Sales and Leases of Non-Residential Units

Subject to the terms of the Acquisition Documents, Non-Residential Unit Owners are free to sell or lease all or any portion of the Non-Residential Units without first notifying or obtaining the approval of the Condominium Board and without payment of any fee or charge to the Condominium Board or Managing Agent.

Sales of Storage Locker Licenses

Although (i) the Storage Locker Licenses will be between the Condominium Board, Sponsor, and a Purchaser, and (ii) the Storage Locker Area is a Residential Common Element, the Condominium Board has granted Sponsor the exclusive right, without charge, to sell Storage Locker Licenses and retain all proceeds of such sale. A Storage Locker License may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit.

Upon the issuance of a Storage Locker License to a Residential 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. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Storage Lockers or Storage Locker Licenses. All Storage Locker

Licensees, including Sponsor with respect to Unsold Storage Lockers, shall be responsible for: (i) all costs and expenses associated with the operation of the Storage Locker Area, and (ii) the payment of any license fees and/or Special Assessments imposed by the Condominium Board related to the Storage Lockers. Any monthly license fees imposed shall constitute "additional Common Charges" under the terms of the Condominium Documents.

If the Condominium Board terminates a Storage Locker License or a Residential Unit Owner surrenders a Storage Locker License without assigning the Storage Locker License to another Residential Unit Owner, the Condominium Board shall have the right to issue a new Storage Locker License to another Residential Unit Owner, in its sole discretion.

Use of Units and Common Elements and Storage Lockers

A Residential 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 Residential Unit at one time. A Residential Unit may not be used for any "dormitory," "bed and breakfast," "Airbnb," or other transient hotel-type use. A Residential 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 Family Members and guests of any of the foregoing. A Residential 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.

Each Residential Unit Owner licensing a Storage Locker will be required to maintain property insurance in amounts sufficient to cover the value of property kept in the Storage Locker as well as general liability as described.

Storage Lockers will be located in the Storage Locker Area of the Building, shown on the Floor Plans set forth in Part II of the Plan. A Storage Locker may be used only for the storage of personal effects of a Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Purchasers are advised that field conditions may require that certain Storage Lockers contain mechanical equipment, including without limitation pipes, ducts, ductwork, conduits, shafts, shaftways, chases, and chaseways. In such event, Purchasers will not be entitled to any credit, offset, or reduction in the Purchase Price of the Residential Unit or otherwise be relieved from any obligation under the Purchase Agreement.

It is presently anticipated that the Building will contain 35 Storage Lockers. The approximate square footages of the Storage Lockers and Purchase Prices of the Storage Locker Licenses are set forth on Schedule A. No Storage Locker may be used for any Prohibited Use. The use of a Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of a Storage Locker shall be borne by such Residential Unit Owner.

Notwithstanding anything to the contrary, 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.

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

Use and occupancy of the Residential 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.

While it is currently contemplated that Building will be serviced by an emergency generator, nevertheless the Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations, flooding, or other such causes in or around the Building, including without limitation in Units and/or the Storage Locker Area. Any loss or damage in any Unit and/or Storage Locker as a result thereof will be at the sole cost of the Unit Owner and/or Storage Locker Licensee, as applicable.

All or any portion of the Non-Residential Units may be used for any purpose permitted by Law (other than the Restricted Uses) and in accordance with the Condominium Documents and the Acquisition Documents, including, without limitation, additional residential units, retail stores, banks, restaurants, theaters, music venues, art production, art gallery/exhibition, bars, spas, health clubs, bowling alleys, event space, catering facility, museums, art galleries, and commercial and professional office space. No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Non-Residential Units may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in any Non-Residential Unit.

Notwithstanding the foregoing, Sponsor may, without the consent of the Condominium Board or the Unit Owners, (1) use or grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, provided the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy for the Building or any other applicable governmental regulations, (2) use any Unsold Residential Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Residential Units or for any other purpose, subject only to compliance with Law, and (3) lease any Unsold Residential Unit to third parties for either long term or short term stays.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance (e.g., unwanted smells or noises), health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Condominium Board. Notwithstanding the foregoing, a Unit Owner may not have more than two (2) pets without obtaining the prior written consent of the Condominium Board, which consent may be withheld in its sole discretion. Each Residential Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Residential Rules and Regulations adopted by the Condominium Board with respect thereto, including without limitation, the number of such pets. Notwithstanding the foregoing, the Condominium Board shall have the right to adopt a no-pet policy for the Building or policies with respect to size or number of pets per Unit. In no event shall any pet be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash.

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 Residential Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Residential Unit prior to the time that they become effective (except that no amendment thereof affecting the Unsold Residential Units may be made unless agreed to in writing by Sponsor).

Mortgage of Residential Units by Residential Unit Owners

Each Residential Unit Owner may mortgage the Residential 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 Residential Unit, other than Permitted Mortgages. Sponsor shall have the right to mortgage any Unsold Residential Unit and Non-Residential Units without any restriction or limitation.

As more particularly set forth in the subsection 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 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 either based on actual usage of services and facilities or in proportion to their respective Common Interest (in the case of the Non-Residential Units) and in proportion to their respective Residential Common Interest (in the case of Residential Units). 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. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Storage Lockers or Storage Locker Licenses. All Storage Locker Licensees, including Sponsor with respect to Unsold Storage Lockers, shall be responsible for: (i) all costs and expenses associated with the operation of the Storage Locker Area, and (ii) the payment of any license fees and/or Special Assessments imposed by the Condominium Board related to the Storage Lockers; all of which shall constitute "additional Common Charges" under the terms of the Condominium Documents.

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 closing notices to Purchasers as well as 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. In the event that the term of the Waiver Period has not already been disclosed, Sponsor shall additionally file an amendment to the Plan disclosing 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.

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 §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 in proportion to the respective Common Interest. Pursuant to the provisions of §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.

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 Residential Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unsold Residential Unit thereafter accruing, unless: (i) the aggregate Residential Common Interest appertaining to the Unsold Residential Units constitutes 15% or less of the total Residential Common Interest then appertaining to all Residential 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 Residential 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 sixty (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 (c) in or to the Residential Common Elements shall be performed by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential Common Expense; and (d) in or to the Residential Limited Common Elements shall be performed (i) by the Condominium Board and the cost and expense thereof will be charged to all Residential Unit Owners as a Residential 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 Residential Unit Owner having direct and exclusive access thereto at such Residential Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacements.

If the hallway appurtenant to a Residential Unit is utilized by a single Unit Owner, such Unit Owner shall have the right to modify the décor of such hallway, provided that such décor is in keeping with the status of a first class luxury condominium. Such Unit Owner shall be responsible, at its sole cost and expense, for all maintenance, repairs, replacements and upkeep of the common hallway and the furnishings located thereon.

Any Residential 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 Residential Unit Owner shall be permitted to enclose, erect a greenhouse and/or alter a Terrace appurtenant to a Residential Unit in such a way that will alter the conformity of the Building, without the prior approval of the Condominium Board. Additionally, the plantings and other installations to be placed on Terraces shall be subject to the Residential Rules and Regulations and shall be in compliance with Law.

The interior and exterior glass surfaces of all windows located in Residential Units shall not be colored or painted. The glass surfaces of all windows located in any Residential Unit are to be washed and cleaned by the Residential Unit Owner at such Residential 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 engaged by the Condominium Board, the cost and expense of which shall be borne by all Residential Unit Owners as a Residential Common Expense. The replacement of any glass window located in a Residential Unit because of breakage or otherwise shall be made by the Residential Unit Owner thereof at the sole cost and expense of such Residential 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 Residential Unit Owner must obtain the prior approval of the Condominium Board with respect to the type of replacement windows to be installed. Notwithstanding the foregoing, replacements

of any curtain wall windows shall be performed solely by a professional glass company engaged by the Condominium Board, in its sole discretion.

The window washing/replacement equipment services the residential portion of the Building only and will not be used for cleaning or replacement of the windows of any Non-Residential Unit. Each of the Non-Residential Unit Owners shall be responsible for the cleaning and replacement of all windows located in their respective Non-Residential Units, including all corresponding costs and expenses.

In order to preserve the architectural harmony of the Building, the By-Laws provide that all Residential Unit Owners shall be obligated, regardless of the type of window treatment they use, to provide for a white backing on the window treatment so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance.

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 subsection below 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 Residential Unit, and/or (c) pieces of wood in a Residential 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, and can expand and contract given temperature and humidity changes. 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 Residential 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 is in no way obligated to, apply a sealer to natural stone surfaces in the Residential Units prior to delivery of such Residential 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 Residential 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

No Residential Unit Owner may make any structural alteration, addition, improvement or repair in or to the Residential Unit or its appurtenant Residential Limited Common Elements, if any, without the prior approval of the Condominium Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Residential Unit. Except as otherwise permitted in the By-Laws, no Residential Unit Owner 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 Residential 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 and the Non-Residential Unit Owners shall each 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 their respective Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of their respective 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 Residential Unit, or its appurtenant Residential Limited Common Elements each Residential 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 Residential 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. Residential 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 Residential 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 Residential 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 Residential 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, materialperson, 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 Residential Unit, or the Non-Residential Units provided any alteration to such Unsold Residential Unit or Non-Residential Units 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 the Units, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property or any liability with respect to occurrences in or about any Unit and any Residential Limited Common Elements appurtenant thereto.

Each Unit Owner is required, at such Unit Owner's sole cost and expense, to obtain and maintain in full force and effect (a) casualty insurance with respect to the Unit, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property and (b) liability insurance with respect to occurrences in or about the Unit or any Residential Limited Common Elements appurtenant thereto. All certificates of insurance shall name the Condominium Board, the Condominium and Sponsor as primary non-contributory additional insureds and shall be delivered to the Condominium at the Closing of Title to the Unit. All such policies shall contain a waiver of subrogation. The liability obtained by the Condominium shall not be affected or diminished by reason of such separate insurance carried by any Unit Owner and vice versa.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and any Managing Agent, 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 defaults 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, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Residential Limited Common Elements and Storage Lockers) for purposes of performing certain alterations and repairs in or about Unsold Residential Units or Non-Residential Units or Storage Lockers and in fulfilling Sponsor's obligations under the

Plan, 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.

Pursuant to code, the Fire Department of the City of New York shall have a right of access in, through, and upon the Terraces appurtenant to Residential Units (as well as the common residential terrace) located on Floor 6 of the Building, for, among other things, the purpose of accessing the Building in order to respond to emergencies, and to conduct routine repairs, maintenance, testing, and training.

Smoking Policy

The Residential Rules and Regulations and the form of Purchase Agreement set forth in Part II of the Plan provide the smoking policy for the Property ("Smoking Policy") in accordance with §17-506.1 of the Administrative Code of the City of New York: No Unit Owner, tenant, occupant, or any other person occupying or visiting a Unit shall smoke in any common area of the Building or within 25 feet of the Building's exterior. Purchasers are advised to refer to Part II of the Plan to read the Smoking Policy in its entirety.

Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Residential Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

Mold Prevention

The prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause mold and/or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew, microscopic spores, and/or any related matters.

Compliance with Condominium Documents

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to §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 Residential 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.

General

All restrictions and prohibitions, set forth herein with regard to the use of a Residential Unit and its appurtenant Residential Limited Common Elements shall not apply to Sponsor or any principal of Sponsor owning or leasing such Residential Unit.

Purchasers should refer to the section of the Plan entitled "Non-Residential Units" for a summary of additional rights and obligations of the Non-Residential Unit Owners.

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 First Annual Meeting will be held on (i) a date that is approximately 30 days after the second anniversary of the First Closing or (ii) such earlier date on which the initial Condominium Board has scheduled the First Annual Meeting, in its sole discretion. At such meeting, the incumbent Condominium Board shall resign and, subject to the rights of Sponsor and the Non-Residential Unit Owners to designate Members of the Condominium Board, the Residential Unit Owners (including Sponsor) shall elect and/or or designate a new Condominium Board consisting of 9 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 and/or the Non-Residential Unit Owners, all Members of the Condominium Board must be either Residential 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 Residential 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 Residential 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 Residential Unit Owners shall elect the five (5) Residential Members to the Condominium Board, subject to any rights of Sponsor to designate Residential Members to the

Condominium Board, and there shall also be transacted such other business as may properly come before such meetings. With respect to the four (4) Non-Residential Members of the Condominium Board, each Non-Residential Unit Owner shall be entitled to designate one (1) Non-Residential Member. In the event of a subdivision of any Non-Residential Unit, the Unit Owners of such subdivided Non-Residential Unit shall only have the right to collectively designate 1 Non-Residential Member to the Condominium Board 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 or email 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 Residential Unit Owners, the presence in person or by proxy of Residential Unit Owners owning more than 40% of the total Residential Common Interest 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 Residential 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 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 (excluding each Unit and Unit Owner Property).

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 Interest. 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 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 indemnity, shall be divided among all Unit Owners in proportion to their respective Common Interest, 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 Interest 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 §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 commercially reasonable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) a commercial package policy including fire and special causes of loss, for the value indicated by standard replacement cost valuation instrument (such as Marshall and Swift). The policy can be issued for replacement cost coverage or specified agreed value insuring the Building (excluding the Units, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property), together with all Building service machinery contained therein and covering the interests of the Condominium, the Condominium Board and all Unit Owners and Permitted Mortgagees, as their interests may appear; (b) rent insurance; (c) worker's compensation and statutory New York State disability benefits insurance; (d) boiler and machinery insurance; (e) water damage legal liability insurance; (f) fidelity bonds covering the Condominium Board and all officers, directors and employees of the Condominium; (g) directors and officers liability insurance; and (h) such other insurance as the Condominium Board may determine.

The property 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 property 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, (a) waiver of subrogation; (b) a cross-liability endorsement (separation of insureds); and (c) pro-rata reduction of liability if Unit Owners obtain additional coverage and shall provide that such policies may not be cancelled or substantially modified without at least 10 days' prior written notice to the Condominium Board and to all of the insureds, including Permitted Mortgagees who have requested the same from the Condominium Board in writing. Evidence of insurance or certificates of insurance for all policies of physical damage and of each renewal 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. Renewal documents 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 commercially reasonable, commercial general liability insurance covering claims for bodily injury, personal (libel and slander) injury, death or third party 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 any Residential Limited Common Elements appurtenant

thereto. The Condominium Board shall review such limits not less than once each year. Until the first Condominium Board meeting following the First Annual Meeting, such liability insurance shall be in at least the sum set forth in the First Year's Budget 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.

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 Interest 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 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 Interest, 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. Any contract or transaction between the Condominium Board and any Member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them shall not in and of itself constitute self-dealing.

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 the Non-Residential Unit Owners and any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, 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 (i) 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, and (ii) the Residential Common Elements or all Residential Units may be amended, modified, added to or deleted by the affirmative vote of at least 66 2/3% in number and Residential Common Interest of all Residential 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, or (c) against any Non-Residential Unit Owner and/or any Non-Residential Unit without the prior written consent of the affected Non-Residential Unit Owner.

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 each Non-Residential Unit Owner and at least 80% in number and in Residential Common Interest of all Residential 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 Interest 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 Interest 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.

Residential Units Acquired by Condominium Board

All Residential 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 Residential Unit Owners and the rent or Purchase Price, closing costs and adjustments payable in connection therewith shall be assessed against all Residential Unit Owners. No Residential Units held by the Condominium Board shall carry any voting rights.

The purchase of any Residential Unit by the Condominium Board on behalf of the Residential 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 Residential 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 Residential 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 Residential Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units. All Residential Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Residential Common Interest. In the event any Residential Unit Owner individually seeks to have the assessed valuation of the Residential 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 Residential Unit Owner in pursuing, such reduction, provided that such Residential 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 Interest. 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 Residential 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 and the Non-Residential Unit Owners have been granted certain easements with respect to the use and operation of their respective Units.

Sponsor and its contractors, subcontractors, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Residential Limited Common Elements and Storage Lockers) for the purpose of 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 reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit and/or any appurtenant Residential Limited Common Elements for their 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. 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).

An active New York City subway tunnel and track run adjacent to the Property ("Subway Tunnel"). Sponsor does not make any representations with respect to noise or vibrations, if any, on or about the Property as a result of the Subway Tunnel.

Sponsor and the Market Line Unit Owner (for so long as the Market Line Unit is owned by an affiliate of Sponsor) each reserve the right, without the consent of the Condominium Board, Managing Agent, Unit Owners, or others, to, at its own sole cost and expense, remove a portion of the Building's foundation and/or wall on the Northern side of the subcellar level of the Market Line Unit so as to create a connection between the Market Line Unit and the MTA subway facility located immediately adjacent to the Property to the North, provided that none of the foregoing shall impair the structural integrity of the Building or adversely affect the operations of any Building Systems. In addition, such alterations shall be subject to the provisions of Sections 5.2(C)(a)-(d), (D), and (E) of the By-Laws, as may be applicable, but nothing herein shall be construed as a restriction or prohibition on the right to construct the connection described herein. Sponsor and the Market Line Unit Owner make no representations regarding whether such a connection will be constructed, or any potential use of such connection. Purchasers are advised that, in the event Sponsor and/or the Market Line Unit Owner elect to construct the connection, such construction may generate noises, fumes, vibrations, and other potential disturbances.

Window Washing/Replacement Equipment

Window washing equipment and window replacement equipment (collectively, the "Window Washing/Replacement Equipment") will be installed on Floor 10 and the Penthouse Roof level (Floor 14) of the Building. The Window Washing/Replacement Equipment services the residential portion of the Building only and will not be used for cleaning or replacement of the windows of any Non-Residential Unit. Each of the Non-Residential Unit Owners shall be responsible for the cleaning and replacement of all windows located in their respective Non-Residential Units, including all corresponding costs and expenses. 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 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 all Terraces appurtenant to Residential Units, as well as the corresponding Residential Units themselves 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" for details.)

Façade Inspection Safety Program

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).

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.

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

The following discussion of certain income tax consequences of the ownership of Residential Units by Purchasers who use such Residential Units as a personal residence was based, in part, upon the opinion letter prepared by Income Tax Counsel, a copy of which is set forth in Part II of the Plan.

OLSHAN FROME WOLOSKY LLP 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 Residential Unit Owners

Each Residential Unit Owner will own such Unit Owner's Residential Unit and its appurtenant interest in the Common Elements in fee simple and each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Residential Unit Owner will own such Unit Owner's Residential 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 Income Tax Counsel's opinion letter, it is the opinion of Income Tax Counsel that a Residential Unit Owner who uses his or her Residential 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 Residential Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Residential Unit Owner and a deduction for mortgage interest is allowed to the same extent 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

[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 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)

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 Income Tax Counsel's opinion letter.

Tax Status of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association" under §528 of the Internal Revenue Code, which requirements are discussed in the Income Tax Counsel's opinion letter, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential 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 Non-Residential Unit Owner(s) and interest earned on any reserve funds (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will not 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 Income Tax Counsel's opinion letter, 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 estate 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, its principals, 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 Residential 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.

Purchasers are advised to refer to the Income Tax Counsel's opinion letter set forth in Part II of the Plan for more information about income tax deductions and other information relating to income taxes. This section deals only with the specific tax matters discussed herein, which do not necessarily comprise all tax matters that may be significant to purchasers of Units. No representation is made with respect to any federal, New York State, or New York City tax consequences other than as expressly discussed herein or as to the tax status or tax consequences of the Plan under the laws of any foreign jurisdiction, and accordingly Purchasers are recommended to consult with their own tax advisor with respect thereto.

REAL ESTATE TAXES

The following discussion of projected real estate taxes for the First Year of Condominium Operation was based, in part, upon the opinion letter prepared by Real Estate Tax Counsel, a copy of which is set forth in Part II of the Plan.

It is estimated that the aggregate real estate taxes payable with respect to all Residential Units for the First Year of Condominium Operation will be approximately $1,944,608 assuming (a) an estimated transitional/taxable assessed valuation for the Property of $15,852,353 for the 2020/21 tax year reflecting the assessment for a partially constructed property, and (b) estimated tax rates of (i) 12.267 per $100 of assessed valuation for the 2020/21 tax year for the residential component for the 2020/21 tax year and (ii) 12.267 per $100 of assessed valuation for the residential component for the 2021/22 tax year. This tax projection does not take into account any real estate tax abatements that may be applicable to the Property at any given time.

Purchasers are advised that the value of the Building will increase once the Building is assessed as being fully constructed, which means that the real estate taxes may be significantly higher than those projected in the Plan for the First Year of Condominium Operation. Purchasers should note that once the Building is assessed as being fully constructed, it is estimated that the real estate taxes would total approximately $2,186,977 for the Residential Units, assuming no change in the above listed tax rates.

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% ("Coop/Condo Abatement"). In addition to the real estate tax projections described above, Schedule A also contains columns detailing the projected monthly and annual real estate taxes for the Residential Units during the First Year of Condominium Operation in the event such Residential Unit was the recipient of a reduction in real estate taxes pursuant to the Coop/Condo Abatement. The conditions that must be satisfied in order to be eligible to receive the Coop/Condo Abatement are detailed in the opinion letter prepared by Real Estate Tax Counsel. Sponsor makes no representations or guarantees regarding: (1) the availability or applicability of the Coop/Condo Abatement, and (2) whether any particular Unit will be eligible to receive, or will actually receive, a reduction in real estate taxes in connection with the Coop/Condo Abatement. Purchasers should not purchase a Unit in reliance on the availability or applicability of the Coop/Condo Abatement.

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 respective Units, each of which will be assigned a tax lot designation once the Declaration has been recorded and the Tax Lot Drawings are filed with the Register's Office. For purposes of Schedule A, the projected real estate taxes for the Residential Units were apportioned among the Units based on Common Interest percentages. It is possible that the apportionment will be based in part upon the proportion the offering price as set forth on Schedule A for each Unit bears to the gross sellout price for all Units offered for sale 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. 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.

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, Income Tax Counsel, Real Estate Tax Counsel or Selling Agent 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 applicable state and local laws and regulations changed in the future.

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 section 2.4(A)(xxiii) of 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 2016/17, 2017/18 and 2018/19 tax years. There is a pending administrative proceeding for reduction of the assessed value for the 2019/20 tax year. Any such proceedings are at Sponsor's sole cost and expense, for Sponsor's benefit.

WORKING CAPITAL FUND AND APPORTIONMENTS

Each Purchaser of a Residential Unit shall be required to make a non-refundable contribution to the working capital fund of the Condominium ("Working Capital Fund") at Closing in an amount equal to 2 months' Common Charges with respect to the Residential Unit based on the Condominium budget in effect as of the Closing Date. The payment of the Working Capital Fund contribution shall be required of all Purchasers of Residential Units, whether purchased from Sponsor or purchased from a Residential Unit Owner on a resale.

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 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 Residential 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 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

Schedule B - Budget for First Year of Condominium Operation includes a line item for a Reserve Fund for the sole purpose of costs and expenses related to capital repairs, replacements and improvements. The Reserve Fund amount was the product of a Reserve Fund Study undertaken by Sponsor, a copy of which is set forth in Part II of the Plan. For so long as Sponsor continues to own at least 1 Unsold Residential Unit, the Condominium Board must maintain the Reserve Fund and any change in the amount of the Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender. Because the Building will be entirely new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises.

MANAGEMENT AGREEMENT

At the First Closing, Sponsor will assign, and the Condominium Board will assume, the Management Agreement for the Condominium between Sponsor and Halstead Management Company, LLC ("Managing Agent"), having an office at 770 Lexington Avenue, 7th Floor, New York. NY 10065 ("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 2 years, commencing on the date of the First Closing ("Commencement Date"). Thereafter, the Management Agreement will continue on a month-to-month basis, but may be cancelled by either party without cause, upon not less than 60 day's 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: $84,000 per annum. The management fee is comparable to the rate for similar services in comparable buildings. In addition, for services rendered to Residential Unit Owners (other than Sponsor), in connection with processing applications to (i) sell, lease or otherwise transfer Residential 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 Residential Unit and (iii) alter or renovate a Residential Unit, Managing Agent shall receive a fee from the Residential 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:

a. billing and collecting Common Charges.

b. causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board.

c. contracting for necessary services and repairs and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements.

d. 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.

e. supervising, hiring, discharging and paying employees necessary for the proper maintenance and operation of the Building.

f. rendering monthly statements of receipts and disbursements to Sponsor or other designated entity, upon request.

g. maintaining payroll records and filing withholding tax statements for employees.

h. maintaining accurate sets of books for the Condominium Board.

i. 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.

j. attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings.

k. causing to be obtained and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board.

l. processing applications of Unit Owners for permission to alter the Residential Units.

m. processing applications for waivers of the right of first refusal.

n. 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.

Certain services performed by the Managing Agent may be subject to separate fees payable by the Unit Owner benefiting therefrom, such as processing applications of Unit Owners for waivers of the "right of first refusal" (in connection with sales, assignments, or leases of Units) and processing alteration agreements.

The Management Agreement shall additionally include (among other things) the following provisions:

(a) 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.

(b) the Condominium Board shall reimburse Managing Agent for reasonable disbursements or expenses incurred in the performance of Managing Agent's duties under the Management Agreement.

(c) the Management Agreement may not be assigned by Managing Agent without the prior approval of the Condominium Board.

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.

There are presently no contracts or leases binding on the Condominium.

IDENTITY OF PARTIES

Sponsor

Site 3 DSA Owner LLC is a limited liability company organized under the laws of the State of Delaware, with an office at c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011 ("Sponsor"). The entities comprising Sponsor actively involved in this offering are: (i) Site 3 DSA Owner Manager LLC ("Owner Manager") (the sole member of Sponsor); (ii) DSA Phase 2 Holdings LLC ("Phase 2 Holdings") (the sole member of Owner Manager); (iii) DSA Phase 2 LLC ("DSA Phase 2") (the managing member of Phase 2 Holdings; and (iv) BFC Phase 2 DSA LLC, Taconic Phase 2 DSA LLC and L&M DSA Phase 2 LLC, each of which are members of DSA Phase 2.

The principals of Sponsor (as such term is defined in the Department of Law's regulations) are Charles Bendit, Paul Pariser, Ronald Moelis, Donald Capoccia, Joseph Ferrara, Brandon Baron, and Sanford Loewentheil, having an office address c/o Sponsor at c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011.

Charles Bendit is co-founder/co-chief executive officer of Taconic Investment Partners LLC. Prior to forming Taconic with Paul Pariser, Mr. Bendit founded CBC Properties, where he acquired, repositioned and managed more than one million square feet of office properties in New York and Washington, D.C., as well as several hundred apartment units in the New York metropolitan area. Earlier in his career he was a managing director at a major international real estate services firm, where he was responsible for property acquisitions, sales and financing for the firm's international clientele, with a focus on New York, Washington, D.C., and Toronto.

Paul Pariser is co-founder/co-chief executive officer of Taconic Investment Partners LLC. Prior to founding Taconic with Charles Bendit, Mr. Pariser was president and CEO of Balfour Holdings, a national investment and development company that acquired assets and focused on the acquisition and redevelopment of master planned communities. Mr. Pariser has been active in the real estate industry since 1978, when he began at Jones Wootton USA, a major international real estate services firm. During his tenure he concentrated on investment and finance and was named a co-managing partner, directing the firm's nationwide operations.

Sanford Loewentheil is a third-generation builder and has been a developer for nearly 30 years. Since co-founding L+M Development Partners Inc. (formerly L&M Equity Participants, Ltd.) in 1984, his focus has been on the construction and development of affordable housing in the tristate area. Mr. Loewentheil is currently working with local high schools and non-for-profit organizations to help enable students from urban areas to attend college. He also serves on the Washington University Arts and Sciences National Council as well as the Board of Trustees of Washington University. He is currently serving on the Board of Trustees of Sulam Yaakov, a synagogue located in Larchmont, NY and on the Board of Trustees of Rye Country Day School located in Rye, NY. He also sits on the Board of Strive For College, a California based not for profit that addresses the inequities of college access by mentoring high school students with the services of students from local universities.

Brandon Baron is a principal of BFC Partners and has been involved in the development of commercial and residential real estate for over twenty (20) years. BFC Partners has completed many condominium and cooperative projects, including Toren, Schaefer Landing, Del Este, and Riverbridge Court.

Joseph Ferrara is a principal of BFC Partners and has been involved in the development of commercial and residential real estate for over twenty (20) years. BFC Partners has completed many

condominium and cooperative projects, including Toren, Schaefer Landing, Del Este, and Riverbridge Court.

Donald Capoccia is a principal of BFC Partners and has been involved in the development of commercial and residential real estate for over twenty (20) years. BFC Partners has completed many condominium and cooperative projects, including Toren, Schaefer Landing, Del Este, and Riverbridge Court.

Ronald M. Moelis is co-founder and principal of L&M Development Partners Inc. (formerly L&M Equity Participants, Ltd.), having an office at 1865 Palmer Avenue, Larchmont, New York 10538. Mr. Moelis serves as Vice Chairman of the New York State Association for Affordable Housing and as an advisory board member of the Housing Partnership. He sits on the Board of Directors of the Citizens Housing & Planning Council, Associated Builders Organization and the NYU Law Real Estate Institute. Mr. Moelis is also on the Board of Overseers at the University of Pennsylvania and the Board of Trustees of the Rye Country Day School. A graduate of the University of Pennsylvania, he holds both a B.A in history and a B.S. in economics from the Wharton School. Mr. Moelis also has a J.D. from New York University.

Prior Offerings

With respect to public offerings which were initially offered during the past 5 years, (i) Sponsor has not taken part in any such offerings and (ii) principals of Sponsor have taken part in the following:

Project	Date Filed:	AG File No.:
Charles Bendit, Paul Pariser, Ronald Moelis, Sanford Loewentheil, Donald Capoccia, Joseph Ferrara, and Brandon Baron		
242 Broome Street New York, New York	August 21, 2015	CD15-0376
Ronald Moelis and Sanford Loewentheil		
8 Vanderbilt Avenue Brooklyn, New York	August 11, 2015	CD15-0011
Navy Green Community Association 17-35 Clermont Avenue and 14-38 Vanderbilt Avenue Brooklyn, NY	April 8, 2015	HO15-0002
Donald Capoccia		
45 Great Jones Street New York, New York	October 27, 2014	C14-0003

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 bankruptcies, convictions, injunctions and judgments against Sponsor, any principals of Sponsor, any entities in which principals of the Sponsor were principals, or individuals who own or control a 10 percent or more equity interest in 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.

Neither Sponsor nor its principals own 10% or more of any unsold shares or units in any cooperative, condominium, or homeowners association in New York State other than the Condominium.

Sponsor and those principals of Sponsor who reside outside of the State of New York have designated the Secretary of State for service of process.

Counsel for Sponsor

Sponsor has retained the following attorneys in connection with the preparation of the Plan and other services:

- Sponsor has retained the law firm of Starr Associates LLP, having an office at 220 East 42nd Street, Suite 3302, New York, New York 10017 ("Attorneys for Sponsor"), to represent it in connection with the Plan and to serve as Escrow Agent. Samantha Sheeber, 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 Residential Units.

- Sponsor has retained the law firm of Olshan Frome Wolosky LLP, having an office at 1325 Avenue of the Americas, New York, NY 10019 ("Income Tax Counsel"), to prepare the Income Tax Opinion for the Condominium and Unit Owners under the direction of Warren R. Gleicher, Esq.

- Sponsor has retained the law firm of Marcus & Pollack LLP, having an office at 633 Third Avenue, 9th Floor, New York, NY 10017 ("Real Estate Tax Counsel"), to provide the Real Estate Tax Opinion set forth in Part II of the Plan.

Selling Agent

The selling agent for the Condominium will be Corcoran Sunshine Marketing Group, having an address at 888 Seventh Avenue, New York, NY 10106 ("Selling Agent"). 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

The managing agent for the Condominium will be Halstead Management Company, LLC, having an office at 770 Lexington Avenue, 7th Floor, New York. NY 10065 ("Managing Agent"). 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 the construction of the Building ("Construction Professionals"):

a) Architect of Record/Design Architect

CetraRuddy Architecture, D.P.C., having an office at One Battery Park Plaza New York, NY 10004 is the architect of record and design architect for the Building ("Architect"). Architect prepared the Floor Plans of Units set forth in Part II of the Plan and the Tax Lot Drawings which will be filed with the Department of Finance of the City of New York required in order to create the Condominium. Architect has also examined the physical condition of the Building and has rendered its report thereof together with a certification, both of which are set forth in Part II of the Plan. Architect has been providing architectural services for many years and has been the architect of many buildings, including 200 East 59th Street, One Madison, 242 West 53rd Street, and 242 West 53rd Street.

b) Structural Engineer

S. Desimone Consulting Engineers, LLC, having an office at 140 Broadway, 25th Floor, New York, NY 10005, is the structural engineer for the Building ("Structural Engineer"). Structural Engineer has been providing structural engineering services for many years and has been the structural engineer of the following buildings: 125 Greenwich Street, 100 East 53rd Street, 11 Murray Street, 100 Norfolk, 24 2nd Avenue, 220 Central Park South.

c) Mechanical Engineer

Tetra Tech Engineers, Architects & Landscape Architects, P.C. d/b/a Cosentini Associates, having an office at Pennsylvania Plaza, Third Floor, New York, NY 10121, is the mechanical engineer for the Building. Mechanical Engineer has been providing engineering services for many years and has been the mechanical engineer for the following buildings: 40 Mercer Street, 56 Leonard Street, 250 West 55th Street, and 1095 Avenue of the Americas.

Budget Expert

Sponsor has engaged Penmark Property Advisors, LLC, having an address at 828 Hempstead Turnpike, Franklin Square, NY 11010, as Sponsor's budget expert ("Budget Expert"). Budget Expert estimated all amounts of income and expenses in the First Year's Budget in consultation with Sponsor. Budget Expert has rendered a certification as to the adequacy of the First Year's Budget and a certification as to the adequacy of the Common Charges payable by the Non-Residential Unit Owners, which may be found in Part II of the Plan.

Related Parties

Sponsor and its principals have no affiliation with Attorneys for Sponsor, Selling Agent, Managing Agent, Income Tax Counsel, Real Estate Tax Counsel, the Construction Professionals, Budget Expert, or any person or firm who will provide services to the Condominium subsequent to the First Closing.

Neither Attorneys for Sponsor, Income Tax Counsel, Real Estate Tax Counsel, the Construction Professionals, nor Budget Expert have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

General

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.

With respect to any of the parties named herein, Sponsor reserves the right to substitute their services for the services of another person or company prior or subsequent to the First Closing, in which case such change shall be disclosed in a duly filed amendment to the Plan.

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 §20.4 of the Regulations of the Department of Law.

DOCUMENTS ON FILE

Pursuant to the provisions of §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 upon written request and reasonable notice 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 Tax Lot Drawings 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, against Sponsor, 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.

Since the Building will be newly constructed, there are neither commercial nor residential tenants occupying the Building as of the Filing Date of the Plan.

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 Residential 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, as well as any Special Work Funds to the extent not expended, 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 Residential 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.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the "Description of Property and Improvements" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Building except as set forth in the Description of Property and Improvements or as contemplated to be made as described therein.

PART II

CONDOMINIUM OFFERING PLAN

ONE ESSEX CROSSING CONDOMINIUM
202 BROOME STREET
NEW YORK, NY 10002

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

(a) *Location and use of property.*

To the best of our information, knowledge, and belief, this property and proposed use shall comply with zoning and use requirements at closing.

(1) Address:

202 Broome Street, New York, NY 10002

(2) Block and Lot numbers:

Block 346/Lot 150;

(3) Zoning:

R8/C2-5;

Seward Park Mixed-Use Development Resolution ULURP **Special Permit #120228ZSM**

(2) Revocable Consent Agreements between the NYC Department of Transportation (NYC DOT) allowing access to newly constructed underground passageways beneath Norfolk Street, and Suffolk Street as per approved plans and specifications. Underground pedestrian passageways connect the Sub-Cellar level within the Non-Residential Marketline Unit to adjacent properties. Refer to the approved agreement for terms.

Suffolk Street: Agreement ID # 2018081600623001 between NYC DOT, and Site 4 DSA Owner LLC - connection from 202 Broome Street to 180 Broome Street (Block 346, Lot 175)

Norfolk Street: Agreement ID # 2018081600746001 between NYC DOT, and Site 2 DSA Owner LLC - connection from 202 Broome Street to 115 Delancey Street (Block 352, Lot 7501)
The project is a permitted Quality Housing project, pursuant to the NYC Zoning resolution Article 2, Chapter 8 – The Quality Housing Program;

28-10 BUILDING INTERIOR

28-12 REFUSE STORAGE AND DISPOSAL – COMPLIES, SEE SHEET Z-050

REFUSE DISPOSAL ROOM TO BE PROVIDED ON EACH STORY THAT HAS ENTRANCES TO DWELLING UNITS (D.U.) – COMPLIES, SEE SHEET Z-050

REFUSE STORAGE ROOM TO BE PROVIDED IN AN ENCLOSED AREA WITHIN THE ZONING LOT FOR RESIDENCES @ 2.9 CU. FT. PER D.U.
SEE SHEET Z-050: TOTAL REFUSE STORAGE PROVIDED = 5,250.24 CU. FT. – COMPLIES

COMMERCIAL USE: ONE REFUSE ROOM PROVIDED PER RETAIL SPACE PROVIDED

28-13 LAUNDRY FACILITIES: COMPLIES
LAUNDRY PROVIDED = 1 LAUNDRY FACILITIES PROVIDED AT CELLAR LEVEL, NO DEDUCTION TAKEN.

28-14 DAYLIGHT IN CORRIDORS: COMPLIES – SEE SHEETS Z-028 - Z-034

28-21 RECREATION SPACE: COMPLIES – SEE SHEETS Z-028

PROVIDED RECREATION SPACE:
6,240 SF INTERIOR SPACE TOTAL (2,952 SF DEDUCTED)
9,736 SF EXTERIOR SPACE (NOT DEDUCTED)
= 15,976 SF TOTAL (INTERIOR AND EXTERIOR)

28-22 STANDARDS FOR RECREATION SPACE: COMPLIES
A. ALL RECREATION SPACE SHALL BE ACCESSIBLE TO THE RESIDENTS OF THE BUILDING
B. MINIMUM DIMENSION = 15 FT.
MINIMUM SIZE = 225 SF (OUTDOOR)
= 300 SF (INDOOR)
C. OUTDOOR RECREATION SPACE SHALL BE OPEN TO THE SKY EXCLUDING BUILDING PROJECTIONS NOT TO EXCEED 7' IN DEPTH
D. INDOOR RECREATION SPACE SHALL HAVE WINDOWS THAT MEASURE NOT LESS THAN 9.5% OF THE TOTAL FLOOR SPACE OF THE ROOM AND MEET REQUIREMENTS OF SECTIONS 24-60.

28-23 PLANTING AREAS: COMPLIES
AREAS BETWEEN THE STREET WALL AND THE STREET LINE SHALL BE PLANTED EXCEPT FOR ENTRANCES AND EXITS TO THE BUILDING AND ADJACENT TO COMMERCIAL AREAS.

28-31 DENSITY PER CORRIDOR: COMPLIES – SEE SHEETS Z-028 - Z-034
50% OF CORRIDOR FLOOR AREA MAY BE DEDUCTED IF THE NUMBER OF UNITS ON EACH STORY DOES NOT EXCEED THE FOLLOWING:
NUMBER OF UNITS PER FLOOR = 10 (R8)
ACTUAL NUMBER OF UNITS (83 TOTAL UNITS):
13TH FLOOR = 5 UNITS (DEDUCTION TAKEN)
12TH FLOOR = 8 UNITS (DEDUCTION TAKEN)
11TH FLOOR = 8 UNITS (DEDUCTION TAKEN)
10TH FLOOR = 7 UNITS (DEDUCTION TAKEN)
9TH FLOOR = 15 UNITS (DEDUCTION NOT TAKEN)
8TH FLOOR = 15 UNITS (DEDUCTION NOT TAKEN)
7TH FLOOR = 15 UNITS (DEDUCTION NOT TAKEN)
6TH FLOOR = 10 UNITS (DEDUCTION TAKEN)

28-40 PARKING FOR QUALITY HOUSING – NOT APPLICABLE

(4) Permissible use[s]:

R8/C2-5 permitted Use Groups 1-9 & 14 as per the New York City Zoning Resolution:
Article II: Residence District Regulations, Chapter 2 – Use Regulations
Article III: Commercial District Regulations, Chapter 2 – Use Regulations

(b) *Status of construction.*

(1) New Construction (commenced June/2018)
The projected date of substantial completion is [July/2021] unless delayed by weather, strikes, lockouts, acts of God, shortages of or inability to obtain materials, equipment or labor, government restrictions or preemption, damage by fire or elements or any other cause over which Sponsor has no control.

(2) Class of construction:

Class 1-B Non Combustible; applicable building code: 2014 NYC Building Code.

FIRE RESISTANCE RATING REQUIREMENTS (NYCBC 2014 TABLE 601)	
DESCRIPTION	**RATING**
STRUCTURAL FRAME, INCL. COLUMNS, GIRDERS, TRUSSES	3 HOUR
BEARING WALLS:	
EXTERIOR	2 HOUR
INTERIOR	2 HOUR
NON-BEARING WALLS & PARTITIONS:	
EXTERIOR	SEE TABLE 602
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 WILL BE FULLY PROTECTED BY AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SUBCHAPTER BC 903.	

(3) Certificate of Occupancy, type and number:

The NYC Department of Buildings has not yet issued a temporary certificate of occupancy for the building's residential or commercial spaces. Sponsor will obtain a Temporary Certificate of Occupancy from the Department of Buildings of the City of New York (DOB-"Department of Buildings") that covers a given Residential Unit prior to the closing of such Residential Unit. After completion of construction the Sponsor will apply for a Certificate of Occupancy for the building from the Department of Buildings;
It is currently anticipated that the Non-Residential Units shall be delivered in unfinished core and shell with finished lobby and common core as depicted on floor plans

(4) NYC DOB New Building BIS job number:
121203937

(5) Where materials, appliances, equipment, fixtures, finishes, and other construction and design details are specified in this report, Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment, fixtures, and / or finishes of substantially equal or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable

(C) *Site.*

(1) Size:

The dimensions of the development Lot approximately 200.85' by 202.95' and the area of the lot is approximately 40,725 square feet;

(2) Number of buildings and use:

In this document marketing levels are used to describe Floors. A table of equivalence is provided on page **07**.

There is (1) mixed use high rise building on the property: Comprised of fifteen (15) above grade floors, roof, and bulkhead roof levels, and two (2) below grade floors comprised of a cellar, and sub-cellar.

- Non-Residential Marketline Unit exists on portions of the Sub-Cellar, and Ground floor. This space is comprised of a multi-tenant retail marketplace, with storefronts arranged adjacent to a multi-story atrium. Within the Marketline Unit, There will also be an event space that can accommodate up to 522 people. The Marketline Unit is accessible to Residential Unit and Non-Residential Office Unit Tenants via elevator to a separate Sub Cellar elevator access vestibules.
- Non-Residential Broome Street Gardens Unit exists on the 2nd floor. It is a partially landscaped indoor recreation space open to the public, accessed through the Marketline Unit.
- Non-Residential Retail Unit exists on portions of the Ground Floor.
- Non-Residential Office Unit exists on portions of the Ground, and 2nd – 5th Floors.
- Residential Units exist on 6th through 13th (Penthouse Marketing) Floors.
- Mechanical space at portions of the Subcellar, Cellar, 14th – 15th floors, and Roof.

(3) Streets owned or maintained by the project:

The Development is a full block located between Delancey Street on the North side, and Broome Street on the South side, and between Norfolk Street on the West side and Suffolk Street on the Eastern side.

(i) Paving:
Development Sidewalk – proposed concrete pavement to be installed per NYCDOT Specifications; roadway – proposed asphaltic concrete pavement to be installed per NYCDOT Specifications. All broken pavement, substandard drainage and uneven riding surface to be rectified under proposed conditions.

(ii) Curbing:
Development Street - proposed steel faced concrete curb per NYCDOT Specifications. All substandard curb reveals to be rectified under proposed conditions.

(iii) Catch basins, drainage:
Delancey Street: No proposed or existing catch basins along Delancey Street.
Suffolk Street: One (1) proposed catch basin located at the southwest corner of Delancey and Suffolk Street. Condition is new and to be installed per NYCDEP Specifications.
Norfolk Street: One (1) proposed catch basin located at the southwest corner of Delancey and Norfolk Street. Condition is new and to be installed per NYCDEP Specifications..
Broome Street: One (1) existing catch basin along Broome Street to remain. The condition is satisfactory.

(iv) Street Lighting
Norfolk Street: N/A

Broome Street: One (1) existing street light to be relocated, 90.8' west of corner of Suffolk and Broome Street. NYCDOT Type 8s lamppost with 150 watt HPD cobra head luminaire and .E.C. with two (2)-150 watt HPS floodlights per NYCDOT Specifications. Street light deemed to be in acceptable condition for re-use by NYCDOT.

(v) All of the above proposed items comply with all FDNY and NYC municipality codes.

(4) Drives, sidewalks and ramps;

(i) Paving:
Development Sidewalk – concrete pavement, roadway – asphaltic concrete pavement

(ii) Curbing:
Development Street: Steel faced concrete curb

(iii) Catch basins, drainage: See section 3(iii)

(iv) Street lighting:

Norfolk Street: N/A

Broome Street: One (1) existing street light to be relocated, 90.8' west of corner of Suffolk and Broome Street. NYCDOT Type 8s lamppost with 150 watt HPD cobra head luminaire and .E.C. with two (2)-150 watt HPS floodlights. Street light deemed to be in acceptable condition for re-use by NYCDOT.

(v) All of the above proposed items comply with all FDNY and NYC municipality codes.

(d) *Utilities*

Water:

NYCDEP;; proposed incoming 6" and 8" dia. (domestic and fire suppression, respectively) services located on Norfolk Street frontage and additional incoming 8" dia. fire suppression service on Suffolk Street frontage.

There will be one (1) 6" domestic water service with curb valve connected to the city water main at Norfolk Street as well as a total of two (2) 8" fire services with curb valves connected to the city water main at Norfolk Street and Suffolk Street. (The Non Residential Retail and Office Unit water consumption may be sub metered).

Sewer:

NYCDEP; Maintained by NYCDEP. Proposed 10" dia. sanitary service located on Broome Street frontage and 12" dia. combined connection located on Suffolk Street frontage.

There will be two (2) sewer connections: one (1) combination sewer connection on Suffolk Street and one (1) sanitary sewer connection on Broome Street.

Gas:

Consolidated Edison; metered; proposed incoming 12" dia. service on Norfolk Street.

Con Ed will supply natural gas to the building for the "Non Residential Units", Residential Units, and Residential Amenity gas appliances, mechanical boilers and mechanical equipment. Domestic hot water will be generated using boiler water.

All gas distribution systems will be installed in accordance with the Building Code.

Three (3) utility gas meters will be provided as follows:

1. Mechanical boilers
2. Residential and Residential Amenity fixtures
3. Mechanical equipment

Additionally, provisions have been made for up to Three (3) utility gas meters to be installed on an as-needed basis for "Non Residential Units"

Television/Telephone/Internet:

Cable Television/Telephone/Internet service will be available for all Residential Units from Spectrum, Verizon or other alternate telecommunications company. Each Residential Unit that subscribes will pay all charges for services, including installation and subscription charges directly to service provider. Each residential unit Owner will be responsible for arranging final connections, obtaining a service account, for maintenance of wiring within the residential Condominium Unit, and for the cost of cable television use for their individual residential Unit. Each Residential Unit will have prewired cable TV/voice/data outlets. The cable television service charges with respect to the public residential areas of the building will be borne by the Residential Unit Owners as a Residential Common Expense.

Electricity

Consolidated Edison; individually metered; proposed 460-V electrical vault located on Suffolk Street

1. The service from the main service switchgear will be 4000A, 277/480V, 3 phase, 4 wire with ground fault protection. The wire will be either copper or aluminum.
2. Service to individual units will be 125A-150A, 1 phase, 120/208V service. Panelboards within the Residential Unit do not contain a main disconnecting device, the disconnecting devices for the panel is located in the core electrical closets.
3. The compartment switchgear will be located in the cellar level
4. Circuit break sizes will be 20A1pole, 30A-2pole, 15A-2pole, which are adequate for electrical systems to handle modern usage and appliances such as air conditioners, dishwashers, and dryers. Residential Units are sub-metered.
5. Adequacy
    i. Average number of circuits per apartment is as follows:
        1. Studio / 1 BR: (24) Circuits, 125 amps, which is adequately sized to handle all Residential Unit loads
        2. 2BR: (30 Circuits), range between 125-200 amps based upon size of unit, which is adequately sized to handle Residential Unit loads.
        3. 3BR: (30 Circuits), 200 amps based upon size of unit, which is adequately sized to handle Residential Unit loads.
        4. A 1000KW diesel emergency generator manufactured by Generac (Model SD1000) will provide power to (1) receptacle in each Residential Unit via a 20V, 120A circuit. The power will be available for a minimum of 6 hours. Generator is located on the roof.

    ii. The Residential Units have downlights in the kitchen, entry corridor, bathroom, powder room, and Walk-In closets; under cabinet lighting at kitchen cabinets; wall sconces above or adjacent to bathroom mirrors; Washer/dryer closets have a surface mounted light; 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. Public area lighting is provided in all stairways, elevator lobbies, corridors, 6th Floor Amenities, and at all entrances/exits. Exit lights and emergency lighting are located in all public areas.
    iii. Convenience outlets and appliance outlets are provided throughout each Residential Unit as per 2008 NYC Electrical Code.

(e) *Sub-soil conditions.*

To our knowledge there are no hazardous materials or environmental restrictions present on the property. The proposed development is new construction with new materials.

Sub-surface soils conditions were consistent with the regional geology of the area. Based on 19 test borings performed at the site, the subsurface conditions above the bedrock generally consisted of approximately 10 to 15 feet of uncontrolled fill (Stratum 1), 30 to 35 feet of loose to medium dense sand (Stratum 2), 30 to 40 feet of medium dense silt and clay (Stratum 3), 20 to 25 feet of medium dense to very dense sand (Stratum 4), 5 to 10 feet of hard clay (Stratum 5), 10 to 50 feet of medium dense to very dense sand and glacial till (Stratum 6). Soft rock (Stratum 7) was encountered at depths of approximately 120 to 160 feet. The depth to medium hard to hard schist rock (Stratum 8) ranged from 150 feet to 200 feet.

(1) The foundation is of new construction, and is supported by isolated footings and a mat foundation.

(2) Groundwater was measured at elevations ranging from +7 to +8 feet. Groundwater observations in test borings do not necessarily represent the true, stabilized groundwater condition since fluctuations may result from variations in season, rainfall, snow melt, surface infiltration, temperature, construction activities, pumping or dewatering systems, utility leakage and other factors at the time of measurement.

The project is located in Zone X in an area determined to be outside the 0.2% annual chance floodplain, according to the FEMA Effective Map (dated September 5, 2007) 3604970203F, and FEMA Preliminary Map (dated December 5, 2013) 3604970203G. The potential for flooding due to water table or overflow from bodies of water is low. The potential for mudslides or erosion is low.

(f) *Landscaping and enclosures:*

(1) Grass cover;
Approximately 475 Square feet of synthetic lawn passive programming space on the 6th floor Amenity Terrace.

(2) Plantings;
The 6th floor Residential Amenity Terrace is comprised of Approximately 2,750 square feet of non-occupiable green roof with mixed plantings and trees. Plants are native or adaptive species.

(3) Trees;
Specimen small trees located in planters though out the 6th floor Residential Amenity terrace. Tree species are native or adaptive species. There are no existing street trees along the property frontage. There are four (4) proposed street trees along Broome Street, two (2) proposed street trees along Suffolk Street, four (4) proposed street trees along Norfolk Street and zero (0) proposed street trees along Delancey Street. All proposed tree species are per the NYC Department of Parks and Recreation standard specifications.

(4) Fencing;
Decorative vertical Partitions are located at the delineation between the Amenity terrace and private residential terraces at the northwest and southeast corners of the 6th floor Residential Amenity

terrace. Steel enclosure screening fencing with perforated panels is located at mechanical air equipment in the northeast portion of the terrace.

(5) Gates;
Egress gate with decorative panels is delineating the 6th Floor Residential Amenity terrace from the private residential terrace of units 601 and 610. Steel access gate with perforated panels provided for the mechanical air equipment enclosure.

(6) Garden walls;
Not applicable.

(7) Retaining walls;
No retaining walls.

(8) Display pools and fountains.
Not applicable.

(g) *Building size.*

(1) Total height (approximate total feet from ground level to highest part of roof):

The building is approximately 190' from Base Plane Elevation.

(2) Crawl spaces: None.

(3) *Number of Subcellars and Cellars:*
1 Subcellar (located approximately 20.5' below grade) and 1 Cellar (located approximately 12' below grade).

(4) *Number of floors (actual including penthouses):*

There are 15 actual floors above grade. Refer to the following Table of Equivalence for Actual and Marketing floors:

TABLE OF EQUIVALENCE	
ACTUAL FLOOR	**MARKETING FLOOR**
SUBCELLAR	C2
CELLAR	C1
1	1
2	2
3	3
4	4
5	5
6	6
7	7

8	8
9	9
10	10
11	11
12	12
13	PENTHOUSE
14	PENTHOUSE ROOF
ROOF	BULKHEAD ROOF 1
BULKHEAD ROOF	BULKHEAD ROOF 2

(5) *Equipment rooms (location and use):*

Equipment rooms are located in the Sub Cellar, Cellar, 6th Floor, 14th floor, Roof, and Bulkhead Roof. The Subcellar mechanical rooms consist of an HVAC room, Domestic Water Service Room, Water Meters, Hot Water Heater, and Plumbing Service Rooms, Fire Pumps, TELECOM, DAS, ATS, Generator Fuel Tank Room, and a Storm Tank. The Cellar contains POE for Gas Service, Gas Booster Room, POE for Water Service, Suction Tank, Storm Tank Access Room, POE for Electrical Service, Switchgear, and Network Compartment Rooms. The 6th Floor contains an Electrical Transformer Room. The 14th Floor contains an ERU Room, Boiler Room, and Electrical Service Room, The Roof contains mechanical equipment such as the Cooling Towers, Generator, and ERU.

(6) *Parapet (height above roof):*

Height from top of roof finish to top of parapet and/or handrails at mechanical floors will be a minimum of 3'-6" above finished roof.

(h) *Structural System.*

SUPERSTRUCTURE:
The building gravity system is comprised of reinforced concrete flat slabs with thicknesses ranging from 8 in. to 26 in. throughout the building height. Columns supporting the residential tower floors from 7th to Bulkhead Roof floors will be framed independently of the commercial podium columns from the Sub-Cellar to 6th floors. The residential tower floors will transfer at 6th floor slab with slab thicknesses of 12 in., 18 in., and 26 in. thick. The building lateral system is comprised of a concrete shear wall core located around the elevators and stair shafts. Secondary steel beams will be used at the 2nd and 3rd floors along the perimeter to provide support for the façade connections where no slab exists. .

FOUNDATIONS: The building structure will be supported by isolated footings, mat foundation, and foundation wall with a structural slab on grade to counter the hydrostatic uplift forces within the building footprint. The width and length of the footings supporting concrete columns vary from 4 ft to 43 ft. The depth of the footings varies from 20 in. to 58 in. deep. The mat foundation is located north of the building footprint which supports the main shear wall core and some columns in the area. The mat foundation thickness varies from 27 in., 40.5 in., and 54 in. Foundation wall thicknesses around the perimeter of the site are 12 in. and 18 in. thick and will be supported on continuous strip footings. The building also has access openings in the foundation walls along Delancey, Norfolk, and Suffolk Streets which are needed for the underground passageways connecting Site 2, Site 4, and the Lowline area.

Foundation and slab waterproofing: The foundation walls and slab on grade is waterproofed with fully adhered sheet waterproofing manufactured by GCPAT. No sub-grade drainage system is provided for the foundations of the building.

Support of Excavation / Underpinning: The support of excavation consisted of a combination of drilled and driven soldier piles with tiebacks. Underpinning was not required for this excavation.

(1) *Exterior of Building*

i. Walls:

The Exterior walls will be as follows:

A. Unitized Curtain Wall system (1st floor and above) Shop Assembled, Glazed manufactured by AZA-INT consisting of the following components integrated to meet the project performance criteria as outlined in the design professionals' construction specifications. All components are to be installed per the manufacturer's installation procedures, and in accordance with the 2014 New York City Building Code:

1. Glazing:
    1. Vision glazing: Fixed and Operable casement windows which comply with code required R-Values, and a U Value (Ave) of 0.34. Glass to be dual pane, insulated, with a Low E coating, structurally glazed onto the framing in the shop. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are shop installed
2. Opaque Wall Assemblies:
    1. Spandrel glazing: dual pane, insulated, with a Low E coating, ventilated, structurally glazed onto the framing in the shop. Opaque spandrel coating applied to surface 3 of the IGU, with semi-rigid mineral wool insulation applied to the cavity between the glazing and back-pan of the curtain wall system, as well as metal furring studs with additional thermal batt insulation to bring the **overall R-Value of approximately 16**. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are shop installed. Wall type not fire rated.
    2. Custom Profile Thin Brick Veneer, shop assembled, and integrated into the unitized curtain wall assembly with semi-rigid mineral wool insulation applied to the cavity between the glazing and back-pan of the curtain wall system, as well as metal furring studs with additional thermal batt insulation to bring the **overall R-Value of approximately 23**. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are shop installed. Wall type not fire rated.
    3. Panelized Custom Profile Horizontal Aluminum Spandrel panels, shop assembled, and integrated into the unitized curtain wall assembly with semi-rigid mineral wool insulation applied to the cavity between the paneling and back-pan of the curtain wall system, as well as metal furring studs with additional thermal batt insulation to bring the **overall R-Value of approximately 23**. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are shop installed. Wall type not fire rated.
    4. Panelized Custom Profile vertical Terracotta pilasters, shop assembled, and integrated into the unitized curtain wall assembly with semi-rigid mineral wool insulation applied to the cavity between the paneling and back-pan of the curtain wall system, as well as metal furring studs with additional thermal insulation to bring the **overall R-Value of approximately 23**. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are shop installed. Wall type not fire rated.

Once curtain wall units are installed on site, the exterior curtain wall assembly forms a building enclosure. The system is designed to allow for drainage and releases water (from exposure to rain and condensation) through its internal weeping system to the exterior of the building at every floor. Where required, system profiles will include panel reinforcement to meet project performance criteria. Where mechanical louver systems occur within the curtain wall system, they will have internal drainage and gutter systems to drain and release water from exposure to rain and condensation. Mechanical louver system is partially shop assembled in unitized modular sections, and installed on site with application of gaskets, insulated metal blank-off panels, flashings and other components to a complete wall assembly. Curtain wall units are anchored to concrete floor slab(s) by means of anchor bracket inserts in the concrete. The curtain wall is installed per building standards. Perimeter fire safing and smoke stop assembly is applied in compliance with local codes and regulations. Unitized Curtain wall system manufacturer warranty to be 10 years from the date of substantial completion.

B. At the 10th floor, and Mechanical Roof levels, the Mechanical Room, and Equipment enclosures shall be CMU & Dryvit or approved equal with internal drainage. The 14th floor penthouse roof access shall be clad with the same CMU & Dryvit or approved equal, with the exception of an integrated window wall system. The integrated window wall system shall have a combination of fixed glazing and operable glazed doors which shall comply with code required R-Values, and a U Value (Ave) of 0.34. Glass to be dual pane, insulated, with a Low E coating, structurally glazed onto the framing in the shop. All gaskets, setting blocks, fasteners, and miscellaneous accessories integral to the system are shop installed. Operable doors to be provided for private terrace access from Penthouse Residential Units, and also allowing for roof access for maintenance purposes. Wall type not fire rated.

C. Mechanical Louvers: Mechanical louvers consist of aluminum extruded louver profiles with insulated metal panel wall and louver blank-off panels as shown on the drawings. Mechanical louver systems will have internal drainage and gutter systems to drain and release water from exposure to rain and condensation. Where required, system profiles will include steel reinforcement to meet project performance criteria. Mechanical louver systems will have internal drainage and gutter systems to drain and release water from exposure to rain and condensation. The mechanical louver system is installed on site with application of gaskets, flashings and other components to a complete wall assembly.

D. The main Residential entrance consists of a glass vestibule with Balanced Doors, covered by a glass and metal clad canopy

Other decorative materials, inclusive of metal panel, terra cotta, and stone cladding systems, may be used on the exterior of the building

Exterior wall assemblies are not required to be fire rated as per New York City Department Of Buildings Table 602. Exterior wall assemblies, roofs and terraces shall have insulation values in compliance with the New York State Energy Code and fire resistance ratings in compliance with the New York City Building Code.

The above grade walls are compliant with the New York City Zone Green energy efficient building wall requirements. The walls shall be a minimum of 80% more efficient than prescribed values in the New York City Energy Conservation Code. Up to 8-inches of the wall thickness was excluded from Zoning floor area as per the permit drawings.

Exterior metals shall be corrosion resistant.

The Floor / Ceiling consists of flat slab concrete which will exceed STC-50. A 5mm and 10mm resilient underlayment will be provided beneath the finished floor which has a rating of IIC-50.

Façade Maintenance:

Façade Inspection and Safety Program (FISP formally called Local Law 11/ 1998) is applicable. Following construction, the exterior building façade will have to be inspected by a licensed professional engineer or architect every 5 years during standard reporting periods established by the City of New York.

Maintenance of the tower portion:
A Roof Davit and Socket system will allow platform access around the tower portion of the building (6th through 14th floors) as required. The system will consist of davit arms, sockets, pedestals, and a modular self-powered platform. A set of davit arms will be connected to the pedestal and socket and winched into the upright working position. From these davits, the modular self-powered platform is suspended.

Powered Platforms:
Self-Powered, Modular Platform, 2'-6" wide by length, 2 person, 600 pound capacity for window cleaning and light building maintenance.

Connectors, bolts, nuts, washers, etc. shall be corrosion resistant.

Roof Davits and Sockets:
Provide two-piece, tip-up, mechanically raised, rotatable, aluminum davits with trolleys.

Unless designated for ground rigging, davits shall be designed to allow workmen to mount the platform on the roof surface, raise the platform above the parapet or guard railings and then translate the platform outboard while standing in the platform.

Davits shall be provided with stainless steel bearings and seals to prevent the entrance of moisture plus a means for re-lubrication.

Davits shall be provided with a winch for mechanical raising and wheels for movement about the roof.

Boom rotation locks/stops to prevent davit boom from hitting the rear wall while rigging platform will be provided.

All davit sockets shall be hot dipped galvanized carbon steel.

Equipment:
One (1) four line modular self-powered platform, 2'-6" nominal width by 25'-0" long with removable center modules to allow the assembly of the indicated length platforms without the use of tools. The platform shall be stored on site on the Roof Level.

The podium facades below the 6th floor will be accessed by ground supported equipment. Facades on roof terraces at residential units will be accessed from the terrace when possible and will not be maintained from the BMU. Access to these terraces will be from the individual residential unit The

Ground support equipment shall also provide maintenance services to the western façade tower setbacks where mounted lift operation and terrace access will not reach.

ii. Windows:
The Office Units, Retail Units at floors 1-5, and 6th floor Residential Amenity spaces shall have fixed windows, while the 6th floor through the 13th floor Residential Units shall have both fixed and fully-operable, inswing casement windows. Operable windows will be fitted with limit stops per NYC Child Fall Prevention Program requirements - Window Guard Regulations of the City of New York 6-30-91 Chapter 12 apply. All operable windows will have a 4" opening limit. Operable windows are located at select locations per plans. The 5th Floor Office Unit accessory use terrace and residential units with terraces will have thermally broken, operable Terrace Doors. The Residential Amenity floor (6th floor) will have thermally broken, operable swing doors for access to the Residential Amenity Roof Deck.

The curtain wall glazing contains a low emissivity coating which by its nature causes reflectivity when viewed from the residential unit interiors especially in the evening conditions. As a result of the unique and custom design of the curtain wall system (i) if glass or pieces of the window wall system need repair or replacement the lead time for such repair and replacement may be longer than for ordinary systems and (ii) additional maintenance and repairs may be required over time.

Lot Line Windows: None

Window Manufacturer / Warranty:
- Windows to be manufactured or supplied by AZA-INT or Wicona.
- General Warranty on Unitized Curtain Wall system: 5 years from substantial completion
- Warranty on Insulating glass: 10 years
- Warranty on Aluminum, inclusive of coatings: 20 years from substantial completion
- Warranty on Structural Silicone: 20 years

Vestibule and Entrance System: Custom Aluminum Storefront System manufactured by Kawneer or equal, integrated into Unitized Curtain Wall System.
- General Warranty on Storefront system: 1 years from substantial completion
- Warranty on Insulating glass: 10 years
- Warranty on Aluminum coatings: 10 years from substantial completion
- Warranty on Structural Silicone: 20 years

iii. Landmark status: None.

(2) Parapets and copings:
Secured in place to meet NYC Code. All copings will be painted aluminum with non-corrosive fasteners. Flashing will be stainless steel or equivalent where exposed to moisture. Parapet walls when integral to the Unitized curtain wall system, shall be covered under the Unitized Curtain Wall System's Manufacturer's warranty. When independent to Unitized Curtain Wall System, shall be fully waterproofed, and integrated to the roofing system, and covered under Roofing Manufacturer's warranty.

Masonry Parapets that are independent to Unitized Curtain Wall System, shall be a minimum 42" height - inclusive of guard rail, above the finished roof level, fully waterproofed, with painted aluminum coping, and integrated to the CMU & Dryvit or approved equal with internal drainage wall system described above in Section 1-i-B.

(3) Chimney and caps:

There will be three polypropylene boiler chimneys terminating above the roof.

(4) Balconies and Terraces.

(i) Deck finish

Precast Concrete pavers by Hanover Architectural Products or equivalent on adjustable pedestals above the roofing assembly shall be provided for private Residential Unit Terraces;

6th Floor Amenity terrace shall be a combination of the following all set above and independent to the roofing assembly, locations per DOB approved plans – approx. 5,920 sq ft:

Precast Concrete Pavers by Hanover Architectural Products or equivalent on adjustable pedestals (approx. 4,450 sq ft)

Wood pavers by Bison or Equivalent on adjustable pedestals – 5 year full system warranty provided by manufacturer. (approx. 935 sq ft)

Synthetic lawn turf by Synlawn or equivalent with a minimum 1" pile over a 1.25" drain tile, and filter fabric over a drainage mat. Limited lifetime warranty by manufacturer. (approx. 535 sq ft)

Balconies (not applicable)

Terraces are depressed continuations of the floor slabs.

A Non-Residential Commercial Unit Terrace is located on the 5th floor and will be accessed from the 5th floor

Terraces appurtenant to Residential Units located on the 6th – Penthouse Roof floors, are for the exclusive use of the Residential Units they serve, and are considered Residential Limited Common Elements. Private Terraces appurtenant to Residential Units that are directly adjacent to a neighboring Residential Unit terrace, or Residential Accessory use terrace shall have 6' tall privacy screens. The Privacy screens shall be constructed of a perforated painted metal panel system affixed to metal posts that are anchored to the structural slab beneath. Post connections to the structural slab shall penetrate the roofing membrane, and shall be waterproofed consistent with the roofing system. The privacy screens on the 6th floor shall have operable gates that allow FDNY access across and through adjacent terraces. The 6th Floor Amenity terrace is a Residential Common Element. At the 6th floor terrace, and Penthouse Roof floor there are privacy screens between sections of individual Residential unit terraces.

Terraces and Balcony structural components are constructed with concrete. Terraces are insulated with rigid tapered insulation adhered to the substrate with cover board and fully adhere membrane on top, with finished metal coping; concrete pavers on adjustable pedestals as the finished walking surfaces. The roofing will be a two-ply SBS modified bitumen membrane. The roofing system will be installed continuously over the field of the roof. All pipe penetrations, railing penetrations, and flashing will be wrapped with cold-fluid applied flashing membrane.

Residential terraces are provided with electrical receptacles, downlights or path lighting as required by NYC code.

Hose Bib for water, and lockable Gas Connection for BBQ to be provided for each Residential Unit Terrace.

(ii) Balustrade;

The decorative Guardrails are mounted with metal posts secured to the masonry or concrete parapet curb. Guardrails meet NYC Code. The design does not create a "ladder effect".

(iii) Railings ;
The decorative railings are mounted with metal posts secured to the masonry or concrete parapet curb. Railings are minimum 42" tall and meet NYC Code. The design does not create a "ladder effect".

Stair Bulkhead, Stair B Bulkhead, and Elevator Machine Room Bulkhead: Minimum 42" tall Masonry wall with metal coping anchored to concrete superstructure.

Additionally, the mechanical roofs are enclosed by a full-height CMU & Dryvit or approved equal with internal drainage wall system described above in Section 1-i-B.with concrete curb.

Copings; Painted aluminum.

Privacy Screens shall be a decorative panel with powder coat painted finish, mounted on a steel gate frame with powder coat painted finish with waterproof post pocket attachments that penetrate the roofing membrane and attach to the structural deck below. Operable gates shall be provided for unobstructed FDNY access as per all applicable codes.

(iv) Soffits (material);

The roof overhang ceilings at the Penthouse Roof floor Residential Limited Common Element Penthouse Roof Terraces, will be Dryvit or Aluminum Panel

(v) Doors to balconies and terraces;

Residential Units and Non-Residential Units:

Doors to terraces and mechanical balconies:

All the Swing Type terrace doors are have thermally broken, glass with gasketed saddle and weather-stripping manufactured by Wicona.

The terraces are to have a thermal break system consisting of insulation wrapping the terrace slab.

There are swing doors accessing all terraces

(5) Exterior entrances

Residential Units:
- Thermally broken aluminum framed terrace doors, Wicona or equal.

Non-Residential Unit:
- Thermally broken or non-thermal aluminum framed terrace doors, Kawneer or equal.

Building Entrance - Residential Lobby and Commercial Lobby:
- Non-thermal metal framed balanced storefront entrance doors.

(i) Exterior doors and frames;

Aluminum and glass, storefront. Standard Locking Mechanism to be integrated into door system provided by MFR.

(ii) Vestibule doors and frames;

Vestibule doors are the first set of interior doors immediately following the exterior door's Aluminum and glass, storefront. For Grade level Retail spaces, Vestibule doors shall be provided by Future Non Residential Retail Unit leasee.

(iii) Exterior stairs;
Egress Stair A, H, & B (exit directly to the street according to plans)
Aluminum and glass, storefront.

Egress Stair C (exits directly to Suffolk Street)
Aluminum and glass, storefront.
Painted exterior insulated metal door, hollow metal frame

Service stair for bulkhead roof access (Roof up to Bulkhead Roof 1)
Anodized or painted steel stringers, with open anodized or painted steel open treads

D. Railings;
Painted steel pipe handrails at Egress stairs (Egress Stair A, C, H, & B)

Painted steel pipe rail and balustrade welded directly to stringer at Service Stair (Bulkhead Roof up to Bulkhead Roof 2)

All railings to be minimum 42" above finished floor / roofing, and shall meet all minimum force calculations as per NYC building code

(v) Mail boxes;
Residential Unit:
The mailroom is located within the Ground Floor residential lobby.
US Postal Service approved mailboxes are provided.

Non-Residential Unit:
None Provided

(vi) Lighting
Residential Unit: Refer to below (p) under Lighting and Fixtures

Non-Residential Unit: By Future Tenant – temporary lighting to be provided to meet minimum NYC Building code. (allowance provided as per Energy Code Compliance for future permanent lighting)

(6) Service entrances.

(i) Exterior doors and frames (material, type, lock);
a. Loading Dock (Suffolk Street) Overhead coiling insulated door to be fabricated of interlocking slats designed to withstand wind loading. Door curtain slats to be fabricated of cold rolled galvanized steel sheets. End locks to be fabricated of malleable iron castings, provided on alternate curtain slats for curtain alignment and resistance against lateral movement. Curtain jamb guides to be fabricated of steel angles and/or channels with sufficient depth and strength to retain curtain loading.

(ii) Gates (material, type, lock); None
(iii) Exterior Stairs (material, type, lock); None
(iv) Railings (materials, location); None

(7) Roof and Roof Structures: Fire resistance classification for all roof assemblies shall be Class B as per New York City Department Of Buildings Table 1505.1

- Type roofs for areas:

Inverted Roof Membrane Assembly (IRMA) Type 1 & 3: Assembly occurs at all roof locations and terraces with the exception of the Penthouse Roof, and Bulkhead Roofs 1 & 2 which will be Conventional Roof System Type 2.

Conventional Roof System Type 2: Assembly with increased R-Value occurs at Penthouse Roof, Bulkhead Roofs 1 & 2.

The 6th floor Accessory Residential Amenity Roof Terrace, and all Private Residential Unit Terraces below 100' of height shall have a 6'-0" wide clear access path, with FDNY compliant access gates in terrace dividers shall allow a continuous unobstructed path of the perimeter parapet wall per FDNY codes.

The 10th floor Residential Unit #1005 shall have a private Roof terrace partially sunken 9.5" to allow handicap access to the roof terrace. A handicap accessible ramp shall provide access to the higher portion of the terrace meeting all applicable codes.

(a) Material

Inverted Roof Membrane Assembly (IRMA) Roof System Type 1:
A two-ply sheet roofing membrane and liquid applied flashing system. The roofing system will provide a two-ply membrane installed over the prepared substrates. Structural slab, base ply, and cap ply (if SBS modified bitumen or reinforced PMMA cold applied liquid membrane), drainage board, extruded polystytrene insulation, geotextile sheet. Thickness of insulation can vary due to uneven substrate; will average an R-Value of 25. Roof Assembly to be manufactured by Siplast, Soprema, or equal.

Conventional Roof System Type 2 (increased R-Value):
A two-ply sheet roofing membrane and liquid applied flashing system. The roofing system will provide a two-ply membrane installed over the prepared substrates. Structural slab, vapor retarder, insulation adhesive, tapered polyiso insulation, high density cover board, base ply, and cap ply (if SBS modified bitumen or reinforced PMMA cold applied liquid membrane). Thickness of insulation varies due to tapering; will average an R-Value of 40. Roof Assembly to be manufactured by Siplast, Soprema, or equal.

Inverted Roof Membrane Assembly (IRMA) Roof System Type 3:
A two-ply sheet waterproofing membrane and liquid applied flashing system. The roofing system will provide a two-ply membrane installed over the prepared substrates. Structural slab, base ply, and cap ply (if SBS modified bitumen or reinforced PMMA cold applied liquid membrane), drainage board, extruded polystytrene insulation, geotextile sheet. Thickness of insulation can vary due to uneven substrate will average an R-Value of 20. Roof Assembly to be manufactured by Siplast, Soprema, or equal.

(b) Insulation

The exterior insulation is factory-fabricated flat rigid extruded polystyrene insulation with a thickness of 5"installed over the slab and drainage mat at Roof System 1. Roof System 3 will have 4" thick rigid extruded polystyrene insulation installed over the slab and drainage mat.

Roof System 2 will have a minimum polyiso insulation of 7" sloping to 10". The insulation will provide positive slope to drain.

(c) Surface finish

The roof surface shall be the membrane, except where decking materials above are indicated. Concrete pavers on pedestals at all occupied Roof Terraces, and walking pads at utility roof locations as required.– locations as per plans. Roof terrace pavers are to be an independent system from the roofing membrane, and are acceptable to retain the roofing warranty.

(d) Bond or guarantee:

Special Warranty: Manufacturer's standard form, warranty period is20 years from the date of Substantial Completion.

Special Project Warranty: Roofing installer's warranty, signed by installer, warranty period is 2 years from the date of Substantial Completion.

(ii) Drains:

(e) Main roof, bulkhead roof, 6th floor amenity terrace, 1st Floor sidewalk and all private terraces located on floors 6, 7, 8, 9, 10, 12, Penthouse, Penthouse Roof. There will be a sufficient number of cast iron roof drains for each area requiring drainage. Emergency overflow cast iron drains are provided in addition to each primary drain.

The quantity and size of all emergency overflow drains matches the primary drain it is paired with.

Other finished areas: cast iron; floor drain

(f) Gutters and leaders:
Drains discharge through internal leaders into storm detention tank by gravity. Drains that is unable to discharge into storm detention tank by gravity discharge into sump pump system which discharges into the storm detention tank.

(iii) Skylights: None

(iv) Bulkheads:

(a) Stairs:
Service stair for bulkhead roof access Bulkhead Roof 1 up to Bulkhead Roof 2 (Painted steel stringers, with open anodized steel open treads)

(b) Bulkhead Elevator: None.

(c) Other

There are bulkheads located at the Bulkhead Roof to enclose the Elevator Machine Room, Stair D and Stair E.

There is (1) wall-mounted Trash Chute Vent louver at the Roof over EMR for the non-mechanical elevator vent / smoke hatch.

(v) Metal work at roof levels:

(a) Exterior, painted steel or stainless steel metal stairs: (1) located at Bulkhead Roof 1 to Bulkhead Roof 2

(b) Aluminum or painted steel Vertical ladders, including gooseneck shall be provided to access Bulkhead Roof 2

(c) Railings: Aluminum or Painted Steel coping at parapet. Refer to parapet description in section (2) for more information

(d) Hatches to roof: (2) hatches one from each stair to the roof of the free standing Mechanical Bulkhead located at the 10th floor Roof. Skylight type smoke roof hatch installed per roofing mfr recommendations.

(e) Other

Rooftop equipment:

- ERU-10-1 (energy recovery unit serving residential floors)
- ODU-10-1 (VRF condenser serving residential amenity space)
- ODU-10-2 (VRF condenser serving residential amenity space)
- ODU-10-3 (VRF condenser serving residential amenity space)
- ERU-R-1 (energy recovery unit serving residential floors)

- ERU-R-2 (energy recovery unit serving residential floors)
- CT-R-1, CT-R-2 (cooling towers serving all occupancies)

Bulkhead Roof:

- SPF-15-1,2 (reversible post-fire smoke purge fans serving the residential floors)
- TRX-R-1 (trash room exhaust fan serving residential refuse rooms)

(vi) Rooftop facilities:

No rooftop antennae, cell phone towers, satellite dishes;
Lightning Protection: Lightning protection system not provided

(8) Fire escapes: None.

(9) Yard and courts. None.

(10) Interior Egress and Monumental Stairs.
Stairs A, B, C, D, E, F, G, and H to comply with applicable code(s).
Stairs A, B, C, D, E, H: the walls and stairs have concrete finish with painted drywall or masonry
Stairs F & G: Marketline Unit Open monumental stairs

(i) Number of stairs of each type (refer to Floor Plans for location):

Stair A: 2-hour egress stair serving Subcellar up to Gas Booster Rm and Ground Floor.
Stair B: 2-hour egress stair serving Subcellar up to Cellar and Ground Floor.
Stair C: 2-hour egress stair serving Subcellar up to Cellar and Ground Floor.
Stair D: 2-hour egress stair serving Ground Floor up to 5th floor. Horizontal Stair Transfer at 5th floor, with occupancy separation per NYC Code between Residential Occupancy and Business Occupancy. Stair continues up serving Residential Occupancy only from 6th floor up to Bulkhead Roof 1. .

Stair E: 2-hour egress stair serving Ground Floor up to 15th floor Mechanical Access Roof. Stair E has occupancy separation door as per NYC code at the 5th floor convergence between Residential Occupancy and Business Occupancies.
Stair F: Open Monumental Staircase serving the Sub-Cellar up to the 2nd floor Broome Street Gardens Unit.
Stair G: Open Monumental Staircase serving the Sub-Cellar up to the Ground floor. The stair is used as a means of egress from the Sub Cellar, and exits directly to grade through a vestibule that complies with applicable NYC DOB egress codes

Stair H: Egress stair serving Ground up to 2nd Floor Broome Street Garden Unit

(ii) Enclosure:

Stair enclosure construction is 2-hour fire rated and is compliant with applicable codes based on Manufacturer-provided data – except when open monumental stair.

2-hour fire rated and compliant with applicable codes based on manufacturer-provided data. Rated enclosure will be either concrete walls or with 2 layers of 5/8" GWB type X on both sides of metal stud, or a 2hr rated CMU masonry enclosure.

The interiors are painted

(iii) Stair construction:

Stairs A, B, C, D, E: Concrete
Stair F: Painted Steel
Stair G: Cast in place Concrete
Stair H: Steel with poured concrete treads

(iv) Stringers:

Stairs A, B, C, D, E, G: None, the stairs are monolithic
Stair F: Painted Steel
Stair H: Steel

(v) Treads:

Stairs A, B, C, D, E, G: Concrete with slip resistant nosing and luminous markings as required;
Stair F: Bent steel
Stair H: Poured Concrete with slip resistant nosing and luminous markings as required;

(vi) Risers:

Stairs A, B, C, D, E: Concrete
Stair F: Steel
Stair G: Concrete
Stair H: Steel

(vii) Guard Rails:

Stairs A, B, C, D, E: None - Handrails are wall-mounted; minimum 42" above
Stair D: Portion of staircase on 5th floor has steel / iron balustrade with integrative guard rails minimum 42" above finish floor applicable with all local codes and regulations. All other guardrails/handrails are wall mounted.
Stair F: Steel / iron balustrade with integrative guard rails applicable with all local codes and regulations.
Stair G: Handrails are wall-mounted
Stair H: Handrails are wall-mounted, intermediate landing shall have iron balustrade with integrative guard rails applicable with all local codes and regulations;

(vii) Balustrade:

Stairs A, B, C, E: None - Handrails are wall-mounted;
Stair D: Portion of staircase on 5th floor has steel / iron balustrade with integrative guard rails applicable with all local codes and regulations. All other guardrails/handrails are wall mounted.

Stair F: Steel / iron balustrade with integrative guard rails applicable with all local codes and regulations.
Stair G: Handrails are wall-mounted
Stair H: Handrails are wall-mounted;

(11) Interior doors and frames:

Doors and frames meet applicable fire/safety standards based on manufacturer-provided data.

Residential Units:

(i) Unit entrance doors and frame: 1.5 hour rated doors on floors 6-9 or .75 hour rated doors on floors 10-Penthouse (13th floor) - custom fire rated wood door with Hollow metal frame, non-combustible.
(ii) Residential unit interior doors and frames: Solid wood doors with Knock Down wood frames – not rated
(iii) Corridor doors and frames: Hollow metal doors and frames, non-combustible, fire rating as required by code.
(iv) Stair hall doors and frames: Hollow metal doors and frames, non-combustible 1 ½ hour rating
(v) Roof doors, cellar doors and frames: Hollow metal doors and frames, non-combustible, fire rating as required by code.
(vi) Amenity Doors: decorative doors with fire ratings as required by code.

Non-Residential Units:

(i) Entrance and Interior doors and frames: Glass or Hollow Metal with Fire Rating as required by code
(ii) Corridor doors and frames: Hollow metal doors and frames, non-combustible, fire rating as required by code.
(iii) Stair hall doors and frames: Hollow metal doors and frames, non-combustible 1 ½ hour rating

(12) Elevators.

(i) Number of passenger and service elevators:

Residential Units: Three (3)
2 passenger elevator ("R1, R2"), 1 passenger/service elevator ("R3").

Non-Residential Commercial Unit: Four (4)
3 passenger elevator ("C4, C6, C7"), 1 passenger/service elevator ("C5").

Non-Residential Marketline Unit + Broome Street Gardens Unit: Two (2)
2 passenger elevator ("C8, C9")

Non-Residential Marketline Unit Freight Elevator: One (1)
1 Freight elevator ("C10").

(ii) Manufacturer: All elevators are new construction

Residential Units:	R1/R2: 3,500 lbs. capacity
	R3: 4,000 lbs. capacity – Flip Cab utilized for service, and FDNY access
Manufacturer:	TEI Group
Non-Residential Units:	C4, C6, C7: 3,500 lbs. capacity
	C5: 3,500 lbs. capacity – Flip Cab utilized for service

Manufacturer: TEI Group

Non-Residential Marketline Unit + Broome Street Gardens Unit: C8, C9: 3,500 lbs. capacity
Manufacturer: TEI Group

Non-Residential Marketline Unit Service Elevator: C10: 10,000 lbs. capacity
Manufacturer: TEI Group

(iii) Type of operation for each elevator by elevator number or location in building:
Residential Units:
R1/R2: These two elevators will serve in group with Elevator R3 Residential floors 1, 6, 7, 8, 9, 10, 11, 12, Penthouse.
R3: The elevator will operate in group with Elevators R1/R2, and will act as a "swing" service cab and serve Residential Units. The elevator shall also serve as the FDNY service cab, and will have keyed access to all floors within the building.

Non-Residential Commercial Unit:
C4, C5, C7: These (4) Machine-Room-Less (MRL) elevators shall serve the Non-Residential Commercial Unit on floors 1, 2, 3, 4, 5. These elevators will operate in group with Elevator C6.
C6: The elevator will operate in group with Elevators C4, C5, C7, and will act as a "swing" service cab for the Non-Residential Commercial Unit. This elevator will also stop on the Cellar, and Subcellar levels.

Non-Residential Marketline Unit + Broome Street Gardens Unit:
C8 Passenger elevator serving the Non-Residential Marketline Unit
C9 Passenger elevator serving the Non-Residential Marketline Unit, and the Non-Residential Broome Street Gardens Unit.

Non-Residential Marketline Service Elevator:
C10: Serves as a service elevator for the Non-Residential Marketline Unit

(iv) Automatic:
Elevators will have automatic operation, and will be in full compliance with ADA guidelines.

(v) Floors served:
R1/R2: Ground, 6th – Penthouse
R3: Subcellar, Cellar, Ground, 6th – Penthouse Roof (elevator also will have FDNY key controlled access to floors 2-5 in case of emergency)

C4, C5, C7: Ground – 5th floor
C6: Subcellar, Cellar, Ground – 5th floor

C8: Subcellar, Ground
C9: Subcellar, Ground, 2nd floor

C10: Subcellar, Cellar, Ground

(vi) Type:
R1/R2/R3: Gearless Overhead Traction
C4, C5, C6, C7: Machine Room Less, Gearless Traction

C8: Dual Jack holeless hydraulic
C9: In-Ground hydraulic
C10: Hydraulic, Dual Jack Holeless

(viii) Doors:
R1/R2: Single Speed Center Opening
R3: Two Speed Side Opening

C4, C5, C7: Single Speed Center Opening
C6: Single Speed Side Opening

C8: Single Speed Side Opening
C9: Two Speed Side Opening
C10: Vertical By-parting Freight

(ix) Location of machine room:
R1/R2: 15th Floor
R3: Roof

C4, C5, C6, C7: Controller Room located on the 5th floor

C8, C9: Controller Room located in the Sub Cellar, adjacent to hoistway

C10: Controller Room located in the Sub Cellar, adjacent to hoistway

(x) AC motor:

As of this report issuance selection of manufacturer is pending;

(xi) AC motor-generator set (manufacturer): Generac

(13) Elevator cabs.

(i) Kind: Passenger

(ii) Floor (material): Concrete tile or equal

(iii) Walls (material): Glass panel and metal panel, perforated metal

(iv) Ceiling (material): Glass Panel and Metal Panel

(v) Lighting: LED downlights and/or cove light

(vi) Alarm, safety system:

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 shall include 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, and the Ground Floor Commercial Lobby entrance. At every elevator lobby served by R1, R2, R3, C4, C5, C6, and C7 there is a ceiling mounted area smoke detector that initiates elevator recall.

(i) Auxiliary facilities:

There is 1 Package Room at the Ground Floor for use of the Residential Units.
There is 1 Storage Locker Area located at the Cellar Level, which contains the storage lockers for use by Residential unit owners. Lockers shall be provided with powder coated frames and steel wire mesh with integrated swinging door frame and mortise type lock operated by key by WireCrafters or equal. Refer to the Offering Plan and the Floor Plans, for number, size, and location of Storage Lockers.
There is a Super's Workshop located at the Cellar Level
There is a Residential Elevator Vestibule on the Subcellar Level (Elevator R3)
There are Residential Amenities consisting of a Fitness Center, Children's Playroom, Lounge, Kitchenette, located at the 6th floor
There is a Residential Amenity Roof Terrace located at the 6th Floor.
There is a Office Unit Elevator Vestibule on the Subcellar Level (C6)
There is a Office Unit Super's Workshop located at the Cellar Level
There is a General Common use Employee Lounge with Men's, and Women's locker rooms, and bathrooms for use by building staff employees located at the Cellar Level.

(1) Laundry rooms.

(i)

Cellar: 1 Residential common laundry room
Individual washer/dryers are provided in Residential Units.

(ii) Clothes washers:

Cellar: 2 quantity, commercial type, card operated, electric;
6th Floor – 14th Floor: 1 per Residential Unit totaling 83, residential, electric;

(iii) Clothes dryers:

Cellar: 2 quantity, commercial type, card operated, gas, vented;
6th Floor – 14th Floor: 1 per Residential Unit totaling 83, residential, electric, condensing / non-vented;

(iv) Room ventilation:

Cellar: Make up air shall be provided in the common laundry room via a transfer duct and automatic louvered damper (ALD) from the conditioned space. Upon activation of the dryer, the ALD will open and allow makeup air into the laundry room.

(v) Dryer ventilation (method and final exhaust):

Cellar: Dryers will be exhausted through common duct, which will terminate at a louver on the 1st floor. The laundry room will have a single dryer exhaust fan which ducts to an exhaust plenum and louver on the 1st floor. The portion of plenum serving the dryer exhaust will be separated such that it is independent of all other exhaust.

Mechanical ventilation and exhaust system is provided to serve the laundry room. Intake and exhaust is provided through the means described above

(2) Refuse disposal.

An extruder compactor is located in the compactor room on the Ground Floor. Refuse is stored in the trash compactor room. The room is enclosed, temperature controlled and ventilated as required by the NYC Building Code.

One (1) trash chute runs from the 15th Floor down to the 1st floor. The refuse chute will be connected to the compactor located on the ground floor. Chute shall be 24" diameter of U.S. #16 gauge aluminized steel The top of the chute will be vented to the exterior at the Roof. Trash chute rooms are located on the 6th Floor – 13th Floor.

(i) Incinerator(s). None.

(ii) Compactor

(1) Compactor for Residential Units is located at the Ground Floor, capacity as per NYC Building Code, Premium Compactor SYSOCSJAX10 or equal

(ii) Approvals by authority having jurisdiction:

(iii) Initial storage location (ultimate storage location):

Residential Units: Ground floor trash storage room & recycling storage on each Residential floor;

Non-Residential Units: By Future Tenant

(iv) Pick-up schedule, and whether public or private provider:

Residential Units: Standard New York City Sanitation pickup

Non-Residential Units: By Future Tenant

(3) Bicycle Storage. Describe, including:

Residential Units: Access to the room shall from the Building Common service corridor adjacent to the Residential Lobby, and shall be secured with a locking mechanism consistent with building standard hardware specifications.

(i) Location: Ground Floor, 1 room total with painted gwb or masonry walls.

(ii) Bicycle racks, number and type:
There are 8 composite modular metal bicycle racks – approximately 84 spaces provided total.
Minimum required bicycle parking for Residential Occupancy (Use Group 2). = 42.
1 space per 50% of total Residential Units as per NYC Zoning ZR36-711

Non Residential Units: Access to the room shall from the Building Common service corridor adjacent to the Building Service entrance from Suffolk Street, and shall be secured with a locking mechanism consistent with building standard hardware specifications.

(i) Location: Ground Floor, 1 room total with painted gwb or masonry walls.

(ii) Bicycle racks, number and type:
There are 5 composite modular metal bicycle racks – approximately 48 spaces provided total.

Minimum required bicycle parking for Non Residential Office (Use Group 6B) = 17
1 space per 7,500sf as per NYC Zoning ZR36-711

Minimum required bicycle parking for Non Residential Retail and Marketline (Use Group 6A-C) = 6
1 space per 10,000sf as per NYC Zoning ZR36-711

Manufacturer: Dero Ultra Spacesaver.

(j) *Plumbing and drainage*.

(1) Domestic Cold/Hot Water Supply:

a. Potable water will be supplied via the New York City public water system. One (1) 6" domestic water service will be provided from Norfolk Street. Service will be provided with a water meter, strainer, and backflow preventer. The main shutoff valve for the water service will be located on the cellar level. The water service will supply a water storage tank (described below) on the cellar which supplies domestic water throughout the building. Water will be directly metered with the DEP and the cost will be incorporated into the common charges. (The future retail space and office space water consumption may be sub-metered).

b. The building will be provided with domestic water through three (3) zones. These Zones are as follows:

Zone Designation	Floors
Retail Zone	Floors Subcellar-1
Low Zone	Floors 2-5
High Zone	Floors 6-Bulkhead Roof 1

c. Pressure reducing stations will be provided for Retail Zone & Low Zone domestic water supplies and will be located in the Subcellar.

d. Both plumbing hot and cold water systems are designed to be insulated. Hot and cold water piping will be hard copper tube and steel pipe depending upon pressure.

e. Hot and cold water lines will be insulated with fiberglass insulation. Insulation for hot water will meet the requirements of the NYCECC.

f. Domestic hot water for the High Zone will be heated by heat exchangers using the water from the gas fired boilers. Domestic hot water heaters will be manufactured by DHT INC. Domestic hot water for the Retail Zone and Low Zone will be heated by electric water heaters manufactured by AO Smith or Eemax.

(2) Fire Protection:

a. The two (2) new 8" fire services from Norfolk Street and Suffolk Street supplies inlet of the fire pump. The fire standpipe is one (1) zone served by a 1000GPM fire pump manufactured by Peerless Pump.

b. The 6" fire standpipe risers will be located in each stair enclosure and will be equipped with 2½" fire department hose racks. Risers will also be equipped with a sprinkler floor control assembly at each floor. Tamper and flow switches shall be provided at the assemblies that will send a signal to the fire alarm system when triggered. Sprinkler systems on each floor are fed from these assemblies.

c. Wet sprinkler coverage will be in heated areas where pipes are not subject to freezing. The loading dock and any other unheated areas will have a dry type sprinkler system.

d. In areas without dropped ceilings, upright heads will be provided. In finished areas with dropped ceiling, a combination of flush type concealed heads with plates and sidewall heads will be provided. The sprinkler system shall be designed for light and ordinary hazard occupancy.

e. A total of four (4) 6"x3"x3" Siamese combined fire sprinkler and standpipe connections will be provided on Suffolk Street, Norfolk Street, Broome Street and Delancey Street.

(3) Water Storage Tank: The domestic water system has a 10,000 gallon Stainless steel tank. The tank is located on the Cellar floor. The tank is accessed by ladders.

(4) Water Pressure: Domestic water pressure will be maintained by quadplex constant pressure-pump. Set PRV's and water pressure booster system will provide a minimum of 30 psi at all fixtures. The booster pump is a QuantumFlo Genius 4which is provided with a 5-year limited warranty.

(5) Sanitary Sewage system: All piping materials as follows:
Sanitary Collection and House Drains: Hub and Spigot
All other Sanitary Piping: No-Hub caste iron piping with heavy duty couplings
Horizontal Vent Branches (up to 3"): No-Hub with standard duty couplings

a. The sanitary system is designed for gravity flow through vented branches, stacks, and building drains.

b. Three (3) duplex sewage ejector pumps an Ebara 80DVF65.54 with an efficiency of 37.71%, 80DLM65.54 with an efficiency of 45.82% and 80DLCMFU67.54 with 45.59%, are provided for all fixtures Floor 1 and below. These pumps are provided with the standard year long warranty.

c. Sewage disposal will be via: one (1) 12" combined sanitary & storm sewer connected to corresponding street sewer on Suffolk Street and one (1) 10" sanitary sewer connected to corresponding street municipal sewer on Broome Street.

(6) Permit(s) required: SD-1/SD-2 (Storm water detention) – application filed and approved. Gen 236 (Backflow prevention devices) – application filed and approved.

(7) Storm Water Drainage: Storm drainage will be provided via storm water detention tank and pumps. All piping materials as follows:

2nd floor and below: Galvanized grooved piping with mechanical couplings
3rd floor and above: No-Hub caste iron piping with heavy duty couplings

(i) All building storm water drains to one (1) 4752 CU.FT. waterproof concrete detention tank at the Subcellar. The detention tank outlet then connects to sanitary connection before connecting to street sewer at Suffolk Street.

(ii) Adequate drains are provided at all roofs and terraces.

(iii) Two (2) duplex sump pumps, an Ebara DLM-C604-9203 with an efficiency of 49% and DLM-C603-9203 with an efficiency of 54.48% are provided for sidewalk drains on 1st Floor and planter drains in the Broome Street Gardens. These pumps are provided with the standard year long warranty. .

(iv) Elevator sump pumps shall be provided at the base of elevator and car shafts and manufactured by Ebara. The pumps are an Ebara EPD-10MT4, 50DWXU61.5 and EPD-5MT4. These pumps are provided with the standard year long warranty.

(k) *Heating:*

1. Hot water production is accomplished using three (3) 3,500 MBH boilers located in a mechanical room on the 14th floor of the building. From there, hot water is distributed to three different locations to accomplish both domestic hot water heating and space heating. A 6" hot water supply and return riser is routed up and down the building to provide hot water directly to miscellaneous radiators and hot water coils in common and back of house spaces, as well as to the domestic hot water heaters located in the cellar mezzanine Based on an ambient temperature of 13 deg. F, the system is capable of maintaining an indoor temperature 68 deg. F while simultaneously meeting the peak domestic hot water demand.
2. As noted above, there are three (3) 3,500 MBH boilers of the condensing variety. These boilers are capable of reaching a maximum combustion efficiency of 93.6%.
   The three (3) boilers are condensing boilers manufactured by Laars (MagnaTherm model 3,500). Boilers are new and identical. The input rate is 3,500 MBH, while the maximum output rate is 3276 MBH. The boilers are provided with a 10-year limited warranty.
3. Hot water piping is insulated in accordance with ASHRAE 90.13 and ranges from 1" to 2" around (depending on pipe size). Thermal conductivity of said insulation ranges from .21 to .29 (Btu*in)/(H*Ft^2*F). Each boiler will have a dedicated 222 GPM primary hot water pump (PHWP-1,2,3, three (3) pumps total), each of which will be an Armstrong inline pump. The secondary hot water system will be provided with two (2) end-suction Armstrong pumps in a primary-standby configuration. Each pump will be sized for the full flow of the secondary system (666 GPM). The primary pumps are 80.3% efficient at design conditions, while the secondary pumps are 80.86% efficient at design conditions. Residential spaces are provided with water-source heat pumps served with a heat pump loop utilizing hot water heat injection. This means that, during heating season, hot water will be injected into the condenser water loop to circulate 70 deg. F water, from which the residential heat pumps will be able to draw heat and condition their respective spaces. Each heat pump will be provided with a thermostat for heating controls. Larger rooms typically have their own heat pump and therefore their own thermostat; however, smaller rooms are occasionally zoned together on a single heat pump, and the larger of the rooms receives the thermostat. Amenity spaces will be provided with single-row fin-tube radiators, as well as heat-pump VRF systems. The fin-tube radiators will be controlled with Danfoss valves, while the heat pump VRF units will be controlled with thermostats. Mechanical rooms are typically

provided with unit heaters of either hot water or electric variety, depending on size (unit heaters larger than 7.5kW are typically designated as hot water unit heaters). Each unit heater will either receive a wall-mounted thermostat or have an integrally mounted thermostat.

4. Fuel source for the boilers is natural gas, to be described in section L.

5. Hot water heaters: Specified hot water heaters for residential and amenity spaces are two (2) PVI 1800:215A-TRBPDW 215 gallon heaters with an efficiency of 98%. PVI heaters are provided with a three (3) year warranty. Low zone & retail zone shall be provided with electric water heaters. There are five (5) tankless Eemax EX3277T with an efficiency of 99%, fourteen (14) AO Smith DSE-30-9 24 gallon heaters with an efficiency of 98%, one (1) DRE-52-9 40 gallon heaters with an efficiency of 98% and one (1) DRE-80-30 64 gallon heaters with an efficiency of 98% electric water heaters. Electric heaters with tanks are provided with three (3) year warranties, tankless heaters are provided with two (2) year warranties. .

6. Boilers on fl. 14 provide hot water to hot water heat exchanger package on Cellar. Domestic hot water system is distributed throughout the building and is capable of providing peak required services.

(l) *Gas Supply*

The building will be provided with an estimated 12" low pressure gas service which will serve the residential cooking ranges, amenity fixtures, Residential Unit and Residential Common use laundry, future Non-Residential Units, mechanical equipment and the boilers.

1. Type: Natural gas

2. Meters: Six (6) gas meters will be allocated: (1) residential and amenity fixtures, (1) mechanical equipment, space will be allocated for (3) future meters as required for Non-Residential Retail Unit, and (1) boilers.

   Each system will be direct metered. Piping material will be black steel Schedule 40 pipe with malleable fittings. (gas consumed by residences via cooking will be included in the Residential Common Charges.)

3. Piping: Schedule 40 black iron piping with malleable iron fittings, 3" and smaller is threaded, 4" and larger is welded.

4. Three (3) Gas boosters will be provided for the residential meter, mechanical equipment meter and boilers meter.

(m) Air conditioning:

(1) The building employs a heat pump system to maintain comfortable indoor conditions under anticipated weather conditions. The system consists of cooling towers, associated primary and secondary pumps, plate and frame heat exchangers, packaged direct expansion (DX) air conditioners, and water source heat pumps. The design operating condenser water temperature on the heat pump side is 88 deg. F entering, 103 deg. F leaving water, and 100 deg. F entering, 85 deg. F leaving water temperatures on the cooling tower side (with an ambient wet bulb temperature of 78 deg. F.) (Both cooling tower cells operate at an efficiency of 33.33 GPM/HP,

while the primary condenser water pumps PCWP-1,2 operate at 83.67% efficiency, secondary condenser water pumps SCWP-1,2 operate at 84.31% efficiency, and secondary condenser water pumps SCWP-3,4 operate at 80.45% efficiency (at design conditions). In the wintertime, the system is designed to split into a heat pump loop and a free cooling loop-the heat pump loop will receive hot water injection and provide heating, while the free cooling loop will be routed to the waterside economizer coils of the commercial floor packaged DX units and select back-of-house and Market Line equipment to continue to provide cooling). The system is designed to maintain indoor conditions of 78 deg F, 50% relative humidity with an outdoor temperature of 89 deg. F dry bulb, 73 deg. F wet bulb. (Outdoor condenser water supply and return is to receive 2" P-2 insulation with ASJ jacket and self-sealing lap, as well as a weatherproof metal jacket over the insulation. Outdoor cooling tower domestic makeup water is to receive 2" P-1 insulation with a weatherproof metal jacket over the insulation). HVAC supply, return, exhaust, and treated outside air ductwork, as well as plenums are to receive 2 1/5" R-6 insulation. Internally lined supply ducts will also receive R-6 insulation. Outdoor ductwork is to receive 2 ½", R-8.7 insulation.

(2) N/A, there is no central system

(3) There is one (1) two (2)-cell cooling tower located on the 15th floor. Each cell has a capacity of 500 tons for a total of 1000 tons (2000 GPM total). (As noted above, design conditions assume an ambient wet bulb temperature of 78 deg. F and entering and leaving condenser water temperatures of 100 deg. F, 85 deg. F, respectively). Rooftop equipment (pumps, towers, ERUs) utilize vibration spring isolators to prevent vibration and noise from reverberating in the units below. (Major outdoor equipment (cooling tower and ERUs) are located above the 14th floor mechanical room, which provides an additional buffer between the equipment and the highest level of apartments (13th floor). All equipment has been reviewed by an acoustical consultant to confirm that noise levels fall within the thresholds required by the New York City Building Code. The 10th floor ERU (ERU-10-1) is the only major piece of mechanical equipment directly above an apartment-this unit is provided with spring isolators and is situated in an enclosed mechanical room to prevent the transmission of noise. All intakes and exhaust are ducted to louvered doghouses, and all penetrations through the roof have 1 or more elbows in addition to acoustical lining to prevent the transmission of noise).

(4) Residential Units are provided with dedicated .75-ton (WSHP-A) and 1-ton (WSHP-B) horizontal ceiling-hung water-source heat pumps. Total count of heat pumps per apartment is dictated by apartment size and orientation. WSHP-A units have an AHRI-rated efficiency of 15.7 and an operating conditions efficiency of 10.0, while WSHP-B units have an AHRI-rated efficiency of 15.7 and an operating conditions efficiency of 12.7.

Residential Air Conditioning Equipment

UNIT TAG	UNIT TYPE	MANUFACTURER	MODEL	CAPACITY	ENERGY EFFICIENCY RATING	WARRANTY
WSHP-A	Residential water-source heat pump	Waterfurnace	Versatec Ultra Small Horizontal 009	8,130 Btu/hr	15.7 EER	5-year compressor parts warranty
WSHP-B	Residential water-source heat pump	Waterfurnace	Versatec Ultra Small Horizontal 012	12,330 Btu/hr	15.7 EER	5-year compressor parts warranty
CT-R-1,2	Cooling Tower	Baltimore Aircoil Company	S15E-1218-07JN-2	500 (tons, ea)	Efficiency per ASHRAE Standard 90.1-2016	5-year (fan and basin), 1-year for workmanship and defects
ERU-10-1	Energy recovery unit	Daikin	SWP028HSS	319,027 Btu/hr	13.1 EER	1 year (parts), 4 year extended, 5 year total compressor
ERU-R-1	Energy recovery unit	Aaon	RN-030	330,480 Btu/hr	11 EER	1 year (parts), 5 year extended (compressor parts)
ERU-R-2	Energy recovery unit	Aaon	RN-030	342,940 Btu/hr	11 EER	1 year (parts), 5 year extended (compressor parts)

(n) Ventilation:

The subcellar, cellar, and first floor BOH spaces receive code-required ventilation air from ERU-C-1 located in the cellar. All BOH corridors and rooms receive ventilation and exhaust (exact quantities depending on space and use type). All Common bathrooms receive 75 CFM of constant exhaust per fixture. The Broome Street Gardens receive ventilation air based on occupancy count via a dedicated outdoor air system (DOAS) VRF evaporator. All Common

bathrooms receive 75 CFM of constant exhaust. Commercial floors 2-5 receive ventilation via an outside air shaft in the core. Two fans with VFDs dump air directly into the mechanical room near the intakes of the packaged DX units serving each floor. All Commercial bathrooms are exhausted at a constant rate of 75 CFM per fixture. All Residential corridors receive corridor supply ventilation air via an ERU (ERU-R-2, ERU-10-1, contingent on location) at a rate of .5 CFM/ square foot. All Residences receive kitchen exhaust via a 3-speed kitchen hood capable of up to either 300 CFM or 500 CFM, depending on hood size. When the hood is off, a constant 50 CFM is exhausted from the kitchen. All Residential toilets are exhausted at a constant rate of 40CFM/ fixture. Makeup air is provided at a rate of approximately 90% of the exhaust rate to each Residential Unit and modulates based on the hood speed and the associated rate of kitchen exhaust. Makeup air is provided by ERU-R-1, ERU-R-2, and ERU-10-1 (specific ERU contingent upon Residential Unit location). ERU-R-1 has a sound power A-weighted value of 98/98 dB, ERU-R-2 has a sound power A-weighted value of 101/101 dB, and ERU-10-1 has a sound power A-weighted value of 90/95 dB.

(o) Electrical system:

(1) The service from the main service switchgear will be 4000A, 277/480V, 3 phase, 4 wire with ground fault protection. The wire will be either copper or aluminum.

(2) Service to individual units will be 125A-150A, 1 phase, 120/208V service. Panelboards within the Residential Unit do not contain a main disconnecting device, the disconnecting devices for the panel is located in the core electrical closets.

(3) The compartment switchgear will be located in the cellar level

(4) Circuit break sizes will be 20A1pole, 30A-2pole, 15A-2pole, which are adequate for electrical systems to handle modern usage and appliances such as air conditioners, dishwashers, and dryers. Residential Units are sub-metered.

(5) Adequacy

i. Average number of circuits per apartment is as follows:
   a) Studio / 1 BR: (24) Circuits, 125 amps, which is adequately sized to handle all Residential Unit loads
   b) 2BR: (30 Circuits), range between 125-200 amps based upon size of unit, which is adequately sized to handle Residential Unit loads.
   c) 3BR: (30 Circuits), 200 amps based upon size of unit, which is adequately sized to handle Residential Unit loads.
   d) A 1000KW diesel emergency generator manufactured by Generac (Model SD1000) will provide power to (1) receptacle in each Residential Unit via a 20V, 120A circuit. The power will be available for a minimum of 6 hours Generator is located on the roof.

ii. The Residential Units have downlights in the kitchen, entry corridor, bathroom, powder room, and Walk-In closets; under cabinet lighting at kitchen cabinets; wall sconces above or adjacent to bathroom mirrors; Washer/dryer closets have a surface mounted light; 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. Public area lighting is provided in all stairways, elevator lobbies, corridors, 6th Floor Amenities, and at all entrances/exits. Exit lights and emergency lighting are located in all public areas.

iii. Convenience outlets and appliance outlets are provided throughout each Residential Unit as per 2008 NYC Electrical Code.

(p) Intercommunication and/or door signal systems, security closed circuit TV.

(1) The building will be equipped with the access control alarm monitoring (ACAM) systems. (1) system will be provided for residential and the office portion of the building. The system will be as manufactured by Genetec, HID (card readers), Bosch, GE Interlogix, Honeywell. CCTV will include IP cameras, network equipment and video recorders. The system will be as manufactured by Genetec, Samsung (cameras). The intercom system will provide voice communication between residential concierge and Residential Units and video/voice communications between concierge and entry doors and between office security guard and entry doors as well. Manufacturer Comelit. Security System warranty shall be from installer; 1 year after acceptance by Sponsor, plus individual manufacturer warranty on specific product.

(2) Cable Television/Telephone/Internet: (refer to Section (D) "Utilities")

(q) *Public area lighting:* (lobby, halls and stairs, amenity spaces, corridors, basements, courts and yards)

Lighting is furnished to the public areas of the building through LED commercial grade fixtures. Public area lighting consists of recessed downlights, decorative pendant lights and cove lighting for the lobby, and amenity rooms. Fitness center lighting is recessed and surface mounted linear LED lighting. Residential Lounge lighting is recessed LED lighting, and cove lighting; Children's Play Room is recessed LED lighting, and decorative surface mounted fixtures. Outdoor courtyard lighting to be provided as required by code.

Public area lighting is provided in all stairways, elevator lobbies, service areas, corridors, 6th floor Amenities, and at all entrances/exits. Exit lights and emergency lighting are located in all public areas.

(r) *Garages and parking areas:* None.

(s) *Swimming pool(s):* None

(t) *Tennis courts, playgrounds and recreation facilities:*

(1) Tennis courts: None.

(2) Playgrounds: None.

(3) Other recreation facilities:

Storage Lockers: approximately 2,070sf, 85'-8" x 26'-2" Accessory use storage room for residential unit owners - - Occupancy: 7 people

6th Floor Amenities:

- Accessory use fitness center for residential unit owners – all dimensions listed below are clear interior dimensions from the face of finished wall to the inside face of the curtain wall.
- Common Residential Terrace: approximately 5,920 sf, Occupancy: 213 people
- Fitness center: approximately 1,776 sf, 35'-7" x 39'-4", Occupancy: 36 people
- Yoga Studio: approximately 543 sf, 19'-11" x 25'-9" - Occupancy: 12 people

- Children's Playroom: approximately 585 sf, 16'-0" x 33'-2" - Occupancy: 12 people
- Residential Amenity Lounge: approximately 2,220 sf, 58'-10"x 54'-3" (L-shape room, refer to plans) Occupancy: 45 people
- Amenity Kitchenette: approximately 105 sf, 13'-7" x 6'-10"

Sponsor may, but is under no obligation to provide, the following fixtures, furnishings, and equipment:

(1) Amenity Lounge/Dining Room/Play Room/Lobby/Terrace: General seating with accessory table(s),

(2) Fitness Center: Exercise equipment and accessories. Any determinations regarding particular fixtures, furnishings, and equipment, will be made by Sponsor, in its sole discretion, at a later date

(4) *Permits and certificates.*

Sprinkler alarm / Fire Alarm shall be filed with the Fire Department. The systems must be inspected yearly by a licensed plumber. The elevator, which is filed under a separate application with the Department of Buildings, is required to have an annual maintenance inspection by the elevator Maintenance Company. All of these inspection reports must be filed with the Department of Buildings and all necessary defects corrected. Cooling tower must be inspected prior to seasonal start-up and every 90 days while in use. Cooling tower must be inspected following maintenance. All cooling towers must obtain a certification by November 1 of each year. The certification should attest that the cooling tower has a maintenance program and plan, and that all activites within that plan or required by the regulation were implemented.

Required Separate Applications:

NYC Department of Buildings:

- New Building
- Excavation/Foundations
- Structural/General Construction
- Mechanical
- Sprinkler
- Plumbing
- Standpipes
- Boiler
- Elevators
- Certificate of Occupancy
- Public Assembly
- Fire Protection Plan
- Fire Alarm
- Construction Fence
- ARCS System
- Fuel Oil
- Site Safety Plan

NYC Department of Highways

- Builders Pavement

- Sidewalk Closing
- Street Closing

Miscellaneous

- Water Main Tap Connection
- Bureau of Electrical Control

Energy Code Inspections

	Inspection / Test	*Periodic (minimum)*	*Reference Standard (See ECC Chapter C6) or Other Criteria*	*ECC or Other Citation*
IIA	**ENVELOPE INSPECTIONS**			
IIA1	**Protection of exposed foundation insulation:** Insulation shall be visually inspected to verify proper protection where applied to the exterior of basement or cellar walls, crawl-space walls and/or the perimeter of slab-on-grade floors.	As required during foundation work and prior to backfill	Approved construction documents	C303.2.1; ASHRAE 90.1 – 5.8.1.7
IIA2	**Insulation placement and R-values:** Installed insulation for each component of the conditioned space envelope and at junctions between components shall be visually inspected to ensure that the R-values are marked, that such R-values conform to the R-values identified in the construction documents and that the insulation is properly installed. Certifications for unmarked insulation shall be similarly visually inspected.	As required to verify continuous enclosure while walls, ceilings and floors are open	Approved construction documents	C303.1, C303.1.1, C303.1.2, C402.1, C402.2; ASHRAE 90.1 –5.5, 5.6, 5.8.1, 11 or Appendix G
IIA3	**Fenestration U-factor and product ratings:** U-factors, SHGC and VT values of installed fenestration shall be visually inspected for conformance with the U-factors, SHGC and VT values identified in the construction drawings by	As required during installation	Approved construction documents; NFRC 100, NFRC 200	C303.1, C303.1.3, C402.4; ASHRAE 90.1 –5.5; 5.6, 5.8.2, 11 or Appendix G

	verifying the manufacturer's NFRC labels or, where not labeled, using the ratings in ECC Tables C303.1.3(1), (2) and (3).			
IIA4	**Fenestration air leakage:** Windows and sliding or swinging door assemblies, except site-built windows and/or doors, shall be visually inspected to verify that installed assemblies are listed and labeled by the manufacturer to the referenced standard. For curtain wall, storefront glazing, commercial entrance doors and revolving doors, the testing reports shall be reviewed to verify that the installed assembly complies with the standard cited in the approved plans.	As required during installation; prior to final construction inspection	NFRC 400, AAMA/WDMA/CSA 101/I.S.2/A440 ASTM E283; ANSI/DASMA 105	C402.5.2; ASHRAE 90.1 – 5.4.3.2, 5.8.2.2
IIA5	**Fenestration areas:** Dimensions of windows, doors and skylights shall be verified by visual inspection.	Prior to final construction inspection	Approved construction documents	C402.4; ASHRAE 90.1 – 5.5.4.2, 5.6, 11 or Appendix G
IIA6	**Air sealing and insulation – visual inspection:** Openings and penetrations in the building envelope, including site-built fenestration and doors, shall be visually inspected to verify that a continuous air barrier around the envelope forms an air-tight enclosure.	As required during construction	Approved construction documents; ASTM E2178, ASTM E2357, ASTM E1677, ASTM E779, ASTM E283.	C402.5; ASHRAE 90.1 – 5.4.3.1, 5.4.3.5

	The progress inspector shall visually inspect to verify that materials and/or assemblies have been tested and meet the requirements of the respective standards, or must observe the testing of the building and/or assemblies and verify that the building and/or assemblies meet the requirements of the standard, in accordance with the standard(s) cited in the approved plans.			
IIA7	**Air sealing and insulation testing:** Testing must be performed in accordance with section ECC C402.5.1.3 or ASHRAE 90.1 section 5.4.3.5, and shall be accepted if the building and/or its air-barrier assemblies meet the requirements detailed in such section. Testing must be performed by a third-party independent of the contractor and acceptable to the department.	As required during construction, or prior to final construction inspection	Approved construction documents; ASTM E 779	C402.5.1.3; ASHRAE 90.1 – 5.4.3.5
IIA8	**Loading dock weatherseals:** Weatherseals at loading docks shall be visually verified.	Prior to final construction inspection	Approved construction documents	C402.5.6; ASHRAE 90.1 – 5.4.3.3
IIA9	**Vestibules:** Required entrance vestibules shall be visually inspected for proper operation.	Prior to final construction inspection	Approved construction documents	C402.5.7; ASHRAE 90.1 – 5.4.3.4

Required TR Inspections:

	Description	***Code Section***	***Type***	***Design Applicant***
1	STRUCTURAL STEEL, WELDING OPERATIONS AND TENSIONING OF HIGH STRENGTH BOLTS	BC 1704.3	TR1	STRUCTURAL
2	STRUCTURAL STEEL WELDING	BC 1704.3.1	TR1	STRUCTURAL

3	STRUCTURAL STEEL HIGH-STRENGTH BOLTING		TR1	STRUCTURAL
4	STRUCTURAL STEEL - DETAILS	BC 1704.3.2	TR1	STRUCTURAL
5	STRUCTURAL COLD-FORMED STEEL	BC 1704.3.4	TR1	STRUCTURAL
6	CONCRETE MATERIALS FOR STRUCTURAL ELEMENTS PROPORTIONED IN ACCORDANCE WITH BC SECTION 1905	BC 1704.4	TR1	STRUCTURAL
7	CONCRETE DESIGN MIX (TR3)	BC 1905.6.3.1	TR3	STRUCTURAL
8	CONCRETE TEST CYLINDERS (TR2)	BC 1905.6.3.3	TR2	STRUCTURAL
9	CAST-IN-PLACE CONCRETE	TABLE 1704.4	TR1	STRUCTURAL
10	MASONRY	BC 1704.5	TR1	STRUCTURAL
11	INSPECTION OF SUB-SURFACE CONDITIONS PRIOR TO CONSTRUCTION	BC 1704.7	TR1	GEOTECHNICAL
12	SUB-SURFACE - SOILS PLACEMENT AND DENSITY	BC 1704.7.2; 1704.7.3	TR1	GEOTECHNICAL
13	BORINGS/TEST PITS	BC 1704.7.4.1	TR1, TR4	STRUCTURAL
14	FOOTINGS AND DEEP FOUNDATIONS / PILES	BC 110.3.1; 1704.8	TR1	STRUCTURAL
15	WALL PANELS, CURTAIN WALLS AND VENEERS	BC 1704.10	TR1	ARCHITECT
16	SMOKE CONTROL SYSTEMS	BC 1704.15	TR1	MECHANICAL
17	MECHANICAL SYSTEMS	BC 1704.16	TR1	MECHANICAL
18	FUEL STORAGE & FUEL PIPING SYSTEMS	BC 1704.17	TR8	PLUMBING
19	STRUCTURAL STABILITY (EXISTING BUILDINGS)	BC 1704.20	TR1	SHORING ENGINEER
20	EXCAVATIONS - SHEETING, SHORING, BRACING	BC 1704.20.2	TR1	SHORING ENGINEER
21	UNDERPINNING	BC 1704.20.3	TR1	SHORING ENGINEER
22	DEMOLITION (W/ MECH. EQUIPMENT)	BC 1704.20.4	TR1	
23	ON-SITE STORM DRAINAGE DISPOSAL AND DETENTION	BC 1704.21	TR1	PLUMBING
24	ON-SITE SEWAGE DISPOSAL	BC 1704.22	TR1	PLUMBING
25	SPRINKLER SYSTEMS	BC 1704.23	TR1	PLUMBING
26	STANDPIPE SYSTEM	BC 1704.24	TR1	PLUMBING
27	HEATING SYSTEMS/BOILERS	BC 1704.25; 1707.7	TR8	MEP
28	CHIMNEYS	BC 1704.26	TR1	ARCHITECT
29	FIRE-RESISTANT RATED CONSTRUCTION	BC 110.3.4	TR1	ARCHITECT
30	FIRE-RESISTANT PENETRATIONS AND JOINTS	BC CHAPTER 7; BC 1704.27	TR1	ARCHITECT
	(1) HOLLOW PARTITIONS AND FURRED SPACES			
	(2) CONCEALED SPACES WITHIN STAIR CONSTRUCTION			

	(3) CEILING SPACES			
	(4) DUCT AND PIPE CHASES			
31	PHOTOLUMINESCENT EXIT PATH MARKINGS	BC 1704.30	TR1	ARCHITECT, ELECTRICAL
32	EMERGENCY GENERATORS	BC 1704.31	TR1	ELECTRICAL
33	POST-INSTALLED ANCHORS	BC 1704.32	TR1	STRUCTURAL
34	EXTERIOR WINDOW AND DOOR ASSEMBLIES	BC 1715.5	TR8	ARCHITECT
35	ENERGY CODE COMPLIANCE (TR8)	BC 110.3.5	TR1	ARCHITECT, MECHANICAL
36	FINAL INSPECTION	BC 110.5	TR1	

(q) *Violations.* N/A. There are no open violations at the timing of this filing

(r) *Unit information.*

It is currently contemplated that the building will contain approximately 83 Residential Units, which are described below, subject to Sponsor's right to make changes in accordance with the Offering Plan and Section (6) (5) hereof

(2) 0-bedroom units
(39) 1-bedroom units
(29) 2-bedroom units
(8) 3-bedroom units
(1) 1-bedroom penthouse unit
(1) 2-bedroom penthouse unit
(3) 3-bedroom penthouse unit

Units **801 (8A)** and **903** (9E) ("UFAS V&H Units") with the following visual and hearing accessible features:

- Speaker strobes will be installed in the foyer, living/dining room, bedroom(s), and bathroom(s), and
- The speaker strobes will additionally be connected to the Building fire alarm system and the Unit's doorbell.

Units **701 (7A)**, **702 (7C)**, **807 (8J)**, **1002 (10C)** and **1102 (11C)** ("UFAS Mobility Units") with the following mobility accessible features:

- Kitchen countertops will have a depth of 24" and a height of 2'-10" maximum in order to create handicap access to all electrical switches and outlets which are located within the backsplash.
- A remote electrical wall switch will be installed (located within handicap reach) to allow handicap operation of the kitchen exhaust hood,
- With respect to cabinets that are required to be removable in order to permit function of required work surfaces, (i) a finished floor will run beneath the cabinet and (ii) the interior of the cabinets will be finished,
- The shower controls shall be installed in accordance with Law;

- A fixed shower head will be installed and a hand held shower spray unit with a hose of at least 60" will be provided;
- Reinforcements will be provided in the showers to accommodate the future installation of a shower seat; and
- The glass shower enclosure in the adaptable bathroom(s) can be removed using common hand tools.

Unit 601 (6A- Marketing) – Construction Floor 6
2-Bedrooms Unit, with the following types of rooms:

1 Master Bedroom
1 Bedroom
1 Living Room
1 Kitchen
1 Master Bathroom
1 Bathroom
1 Powder Room
1 Washer/Dryer Closet
3 Closets
1 Walk-in Closets
1 Terrace

Unit 602 (6C- Marketing) – Construction Floor 6
1 Bedroom Unit, with the following types of rooms:

1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Bathroom
1 Washer/Dryer Closet
1 Closet
1 Walk-in Closet
1 Terrace

Unit 603 (6E- Marketing) – Construction Floor 6
1-Bedroom Unit, with the following types of rooms:

1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Bathroom
1 Powder Room
1 Washer/Dryer Closet
2 Closets
1 Walk-in Closets
1 Terrace

Unit 604 (6F- Marketing) – Construction Floor 6
2-Bedroom Unit, with the following types of rooms:

1 Master Bedroom
1 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Master Bathroom

1 Bathroom
1 Washer/Dryer Closet
3 Closets
1 Walk-in Closets
1 Terrace

Unit 605 (6G- Marketing) – Construction Floor 6
3-Bedroom Unit, with the following types of rooms:

1 Master Bedroom
2 Bedroom
1 Living Room/Dining Room
1 Kitchen
1 Master Bathroom
2 Bathrooms
1 Washer/Dryer Closet
5 Closets
2 Walk-in Closets
1 Terrace

Unit 606 (6H- Marketing) – Construction Floor 6
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
2 Closets
1 Living Room/Dining Room
1 Bedroom
1 Washer/Dryer Closet
1 Bathroom
1 Powder Room
1 Terrace

Unit 607 (6J- Marketing) – Construction Floor 6
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Closet
1 Linen Closet
1 Living Room/Dining Room
1 Bedroom
1 Bathroom
1 Walk-in Closet
1 Terrace

Unit 608 (6K- Marketing) – Construction Floor 6
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Closet
1 Living Room/Dining Room
1 Bedroom
1 Bathroom
1 Walk-in Closet
1 Terrace

Unit 609 (6L- Marketing) – Construction Floor 6
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Closet
1 Living Room/Dining Room
1 Bedroom
1 Bathroom
1 Walk-in Closet
1 Terrace

Unit 610 (6M- Marketing) – Construction Floor 6
3-Bedroom Unit, with the following types of rooms:

4 Closets
1 Washer/Dryer Closet
1 Kitchen
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
2 Walk-in Closet
2 Bedroom
2 Bathroom
1 Powder Room
1 Linen Closet
1 Terrace

Unit 701 (7A- Marketing) (UFAS Mobility), 801 (8A- Marketing) (UFAS V&H) – Construction Floor 7, 8
3-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
4 Closets
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
2 Bedrooms
2 Bathrooms
1 Walk-in Closet

Unit 702 (7C- Marketing) (UFAS Mobility), 802 (8C- Marketing), 902 (9C- Marketing) – Construction Floor 7, 8, 9
1-Bedroom Unit, with the following types of rooms:

1 Closet
1 Washer/Dryer Closet
1 Kitchen
1 Living Room/Dining Room
1 Bedroom
1 Bathroom
1 Walk-in Closet

Unit 703 (7E- Marketing), 803 (8E- Marketing), 903 (9E- Marketing) (UFAS V&H), 1202 (12C- Marketing) – Construction Floor 7, 8, 9, 12
1-Bedroom Unit, with the following types of rooms:

2 Closets
1 Washer/Dryer Closet
1 Kitchen
1 Living Room/Dining Room
1 Walk-in Closet
1 Bedroom
1 Bathroom
1 Powder Room

Unit 704 (7F- Marketing), 804 (8F- Marketing), 904 (9F- Marketing), 1203 (12F- Marketing) – Construction Floor 7, 8, 9, 12
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
3 Closets
1 Walk-in Closet
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom

Unit 705 (7G- Marketing), 805 (8G- Marketing)(9G- Marketing) – Construction Floor 7, 8, 9
3-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Living Room/Dining Room
2 Bedroom
2 Bathroom
1 Master Bedroom
1 Master Bathroom
2 Walk-in Closet
4 Closets

Unit 706 (7H- Marketing), 806 (8H- Marketing) – Construction Floor 7, 8
1-Bedroom-Plus Unit, with the following types of rooms:

2 Bathroom
1 Washer/Dryer Closet
2 Closets
1 Kitchen
1 Bedroom
1 Alcove (non habitable space)
1 Living Room/Dining Room

Unit 707 (7J- Marketing), 807 (8J- Marketing) (UFAS Mobility), 907 (9J- Marketing) – Construction Floor 7, 8, 9
1-Bedroom Unit, with the following types of rooms:

1 Closet
1 Linen Closet
1 Washer/Dryer Closet
1 Kitchen
1 Living Room/Dining Room
1 Walk-in Closet

1 Bedroom
1 Bathroom

Unit 708 (7K- Marketing), 709 (7L- Marketing), 808 (8K- Marketing), 809 (8L- Marketing), 908 (9K- Marketing), 909 (9L- Marketing) – Construction Floor 7, 8, 9
1-Bedroom Unit, with the following types of rooms:

1 Closet
1 Washer/Dryer Closet
1 Kitchen
1 Living Room/Dining Room
1 Walk-in Closet
1 Bedroom
1 Bathroom

Unit 710 (7M- Marketing), 910 (9M- Marketing) – Construction Floor 7, 9
2-Bedroom Unit, with the following types of rooms:

1 Washer/Dryer Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
2 Closets
1 Walk-in Closet
1 Kitchen
1 Living Room/Dining Room
1 Terrace

Unit 711 (7N- Marketing) – Construction Floor 7
2-Bedroom Unit, with the following types of rooms:

1 Washer/Dryer Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
4 Closets
1 Walk-in Closet
1 Kitchen
1 Living Room/Dining Room
1 Terrace
1 Linen Closet

Unit 712 (7P- Marketing) – Construction Floor 7
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Closet
1 Living Room/Dining Room
1 Walk-in Closet
1 Bedroom
1 Bathroom

Unit 713 (7Q- Marketing

1 Kitchen
1 Washer/Dryer Closet
1 Closet
1 Living Room/Dining Room
1 Walk-in Closet
1 Bedroom
1 Bathroom

Unit 714 (7D- Marketing), 814 (8D- Marketing), 914 (9D- Marketing), 1006 (10D- Marketing), 1107 (11D- Marketing), 1207 (12D- Marketing) – Construction Floor 7, 8, 9, 10, 11, 12
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Powder Room
1 Closet
1 Living Room/Dining Room
1 Walk-in Closet
1 Bedroom
1 Bathroom

Unit 715 (7B- Marketing) – Construction Floor 7
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
2 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Terrace

Unit 810 (8M- Marketing) – Construction Floor 8
2-Bedroom Unit, with the following types of rooms:

1 Washer/Dryer Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
2 Closets
1 Walk-in Closet
1 Kitchen
1 Living Room/Dining Room

Unit 811 (8N- Marketing) – Construction Floor 8
2-Bedroom Unit, with the following types of rooms:

1 Washer/Dryer Closet

1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
3 Closets
1 Linen Closet
1 Walk-in Closet
1 Kitchen
1 Living Room/Dining Room
1 Terrace

Unit 812 (8P- Marketing), 912 (9P- Marketing) – Construction Floor 8, 9
0-Bedroom Unit, with the following types of rooms:

1 Washer/Dryer Closet
1 Bathroom
1 Closets
1 Walk-in Closet
1 Kitchen
1 Living Room/Dining Room

813 (8Q- Marketing), 913 (9Q- Marketing) – Construction Floor 8, 9
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closet
1 Living Room/Dining Room
1 Bedroom
1 Bathroom

Unit 815 (8B- Marketing) – Construction Floor 8
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
2 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom

Unit 901 (9A- Marketing) – Construction Floor 9
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Linen Closet
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom

1 Bedroom
1 Bathroom
1 Powder Room

Unit 906 (9H- Marketing) – Construction Floor 9
1-Bedroom-Plus Unit, with the following types of rooms:

1 Bathroom
1 Powder Room
1 Washer/Dryer Closet
2 Closets
1 Kitchen
1 Bedroom
1 Linen Closet
1 Walk-in Closet
1 Living Room/Dining Room

Unit 911 (9N- Marketing) – Construction Floor 9
2-Bedroom Unit, with the following types of rooms:

1 Washer/Dryer Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
2 Closets
1 Linen Closet
1 Walk-in Closet
1 Kitchen
1 Living Room/Dining Room
1 Terrace

Unit 915 (9B- Marketing) – Construction Floor 9
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
3 Closets
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
1 Terrace

Unit 1001 (10A- Marketing), 1201 (12A- Marketing) – Construction Floor 10, 12
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
1 Walk-in Closet

1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room
1 Terrace

Unit 1002 (10C- Marketing) (UFAS Mobility), 1102 (11C- Marketing) (UFAS Mobility) – Construction Floor 10, 11

2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
4 Closets
1 Linen Closet
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom

Unit 1003 (10F- Marketing), 1103 (11F- Marketing) – Construction Floor 10, 11

2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
3 Closets
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom

Unit 1004 (10G- Marketing), 1104 (11G- Marketing), 1204 (12G- Marketing) – Construction Floor 10, 11, 12

2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
3 Closets
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room

Unit 1005 (10H- Marketing) – Construction Floor 10

3-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
4 Closets
1 Living Room/Dining Room

1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
2 Bathroom
1 Powder Room
1 Terrace

Unit 1007 (10B- Marketing), 1108 (11B- Marketing), 1208 (12B- Marketing) – Construction Floor 10, 11, 12
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
3 Closets
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room

Unit 1101 (11A- Marketing) – Construction Floor 11
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
1 Walk-in Closet
1 Master Bedroom
1 Master Bathroom
1 Bedroom
1 Bathroom
1 Powder Room

Unit 1105 (11H- Marketing), 1205 (12H- Marketing) – Construction Floor 11, 12
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
1 Walk-in Closet
1 Bedroom
2 Bathroom

Unit 1106 (11J- Marketing), 1206 (12J- Marketing) – Construction Floor 11, 12
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
1 Bedroom

1 Bathroom
1 Linen Closet

Unit 1301 (PHA- Marketing) – Construction Floor 13, Market Floor Penthouse
3-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
6 Closets
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
1 Walk-in Closet
2 Bedroom
2 Bathroom
1 Powder Room
1 Roof Terrace

Unit 1302 (PHC- Marketing) – Construction Floor 13, Market Floor Penthouse
1-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
2 Closets
1 Living Room/Dining Room
1 Bedroom
1 Bathroom
1 Walk-in Closet
1 Powder Room
1 Roof Terrace

Unit 1303 (PHD- Marketing) – Construction Floor 13, Market Floor Penthouse
3-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
5 Closets
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
1 Walk-in Closet
2 Bedroom
2 Bathroom
1 Powder Room
1 Roof Terrace

Unit 1304 (PHE- Marketing) – Construction Floor 13, Market Floor Penthouse
2-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
1 Closets
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
1 Bedroom

1 Bathroom
2 Walk-in Closet
1 Powder Room
1 Roof Terrace

Unit 1305 (PHB- Marketing) – Construction Floor 13, Market Floor Penthouse
3-Bedroom Unit, with the following types of rooms:

1 Kitchen
1 Washer/Dryer Closet
4 Closets
1 Living Room/Dining Room
1 Master Bedroom
1 Master Bathroom
1 Walk-in Closet
2 Bedroom
2 Bathroom
1 Powder Room
1 Terrace
1 Roof Terrace

Each room is calculated per spatial functions as described in the NYC Building Code.

(1) Type and grade of finish material in unit:

Finishes will be new.

Paint - 2 coats over primer base coat.
ABBREVIATIONS FOR FINISHES

GWB	GYPSUM WALLBOARD
WRWB	WATER RESISTANT GYPSUM WALLBOARD
P	PAINT
LL	LACQUER-LIKE FINISH
ST	STONE TILE
WDF	ENGINEERED WOOD by Listone Giordano ¾"x 5 ½ " / 4mm oak 3yr Warranty by manufacturer 10mm PLITEQ Geniemat RST-05 acoustical underlayment Bostik EFA+ wood flooring adhesive and moisture vapor retarder
GT	GLASS TILE

Non-Residential Units: to be furnished as Core and Shell, with Concrete Floors, and Ceiling, all finishes by future owners.

Residential Unit Finish schedule:

SPACE	FLOOR	WALL	CEILING
ENTRY CORRIDOR	WDF	PAINTED GWB	PAINTED GWB
LIVING/DINING	WDF	PAINTED GWB	PAINTED GWB OR COVER COAT AND KADEX CEILING
KITCHEN	WDF	PAINTED GWB	PAINTED GWB

POWDER ROOM	WDF	ST AND PAINTED GWB	PAINTED GWB
SECOND BATHROOM	ST	TILE AND PAINTED GYB	PAINTED GWB
MASTER BATHROOM	ST	ST	PAINTED GWB
BEDROOMS	WDF	PAINTED GWB	PAINTED GWB OR COVER COAT AND PAINTED KADEX CEILING
WASHER/DRYER CLOSET	WDF	PAINTED GWB	PAINTED GWB
CLOSET(S)	WDF	PAINTED GWB	PAINTED GWB
FOYER	WDF	PAINTED GWB	PAINTED GWB
WIC	WDF	PAINTED GWB	PAINTED GWB

(2) Presence, type and condition of all bathroom fixtures, or approved equal:
Residential Units:
All bathroom fixtures are new; refer to fixture specification below.
Bathroom showers have a custom shower door with custom glass partitions.

Non Residential Units: refer to fixture specification below

MANUFACTURER	MODEL#	FINISH	FIXTURE	DESCRIPTION
WATERMARK	23-0.1A	Polished Nickel	TOWEL BAR	MASTER & SECONDARY WHERE NOTED
WATERMARK	23-0.4	Polished Nickel	TOILET PAPER HOLDER	ALL RESIDENTIAL
WATERMARK	23-0.5	Polished Nickel	ROBE HOOK	ALL RESIDENTIAL
WATERMARK	22-0.4	Satin Nickel	TOILET PAPER HOLDER	1ST FLOOR POWDER ROOM & AMENITY BATH
WATERMARK	GB23	Polished Nickel	18" ADA GRAB BAR	1ST FLOOR POWDER ROOM & AMENITY BATH
WATERMARK	GB26	Polished Nickel	36" ADA GRAB BAR	1ST FLOOR POWDER ROOM & AMENITY BATH
WATERMARK	GB27	Polished Nickel	42" ADA GRAB BAR	1ST FLOOR POWDER ROOM & AMENITY BATH
WATERMARK	GB28	Polished Nickel	48" ADA GRAB BAR	UFAS RESIDENTIAL
BOBRICK	B-38034	Stainless Steel	PAPER TOWEL DISPENSER & WASTE	BOH, 1ST FLOOR BATH, BIKE ROOM, GYM, AMENITY
BOBRICK	B-2013	Stainless Steel	SOAP DISPENSER	BOH, 1ST FLOOR BATH, BIKE ROOM, GYM, AMENITY
BOBRICK	B-1651836	Stainless Steel	MIRROR	BOH & BIKE ROOM
BARRIER-FREE	STE2-230150-PWS	White Phenolic	ADA SHOWER SEAT	BOH & BIKE ROOM
BOBRICK	B-4288	Stainless Steel	TOILET PAPER HOLDER	BOH & BIKE ROOM
BOBRICK	B-6806X18	Stainless Steel	18" ADA GRAB BAR	COMM CORE, BOH, BIKE ROOM
BOBRICK	B-6806X36	Stainless	36" ADA GRAB BAR	COMM CORE, BOH, BIKE ROOM

		Steel		
BOBRICK	B-6806X42	Stainless Steel	42" ADA GRAB BAR	COMM CORE, BOH, BIKE ROOM
BOBRICK	B-6737X24	Stainless Steel	24" TOWEL BAR	BOH
KOALA CARE	KB110-SSRE	Stainless Steel	CHANGING TABLE	AMENITY BATHROOMS
BOBRICK	B-233	Stainless Steel	ROBE HOOK	BOH & BIKE ROOM
BOBRICK	B-207X60	Stainless Steel	5' SHOWER ROD	BOH & BIKE ROOM
BOBRICK	B-3574	Stainless Steel	TP, WASTE, SEAT COVER DISPENSER	COMM CORE ADA STALLS
WATERMARK	23-0.1-12	Polished Nickel	12" TOWEL BAR	AMENITY BATH WHERE NOTED
WATERMARK	23-0.2	Polished Nickel	18" SINGLE TOWEL BAR	MASTER & SECONDARY WHERE NOTED
BOBRICK	B-518116X32	Nylon	FOLD UP BATHTUB SEAT	SECONDARY BATHROOMS
BOBRICK	B5181	White Phenolic	L-SHAPED SHOWER SEAT	APARTMENT BATHROOMS WHERE NOTED
BOBRICK	B5193	White Phenolic	SHOWER SEAT	BOH & BIKE ROOM
BOBRICK	B-824	Chrome	SOAP DISPENSER	COMM CORE BATHROOMS
BOBRICK	B-3571	Stainless Steel	TP, WASTE, SEAT COVER DISPENSER	COMM CORE BATHROOM STALLS
WATERMARK	EX-2.2-BL3S	Polished Nickel	WALL MOUNTED FAUCET	MASTER, SECONDARY, & POWDER ROOMS
KALDEWEI or equal	751	White	72" TUB	MASTER BATH
KALDEWEI or equal	750	White	66" TUB	MASTER BATH
WATERMARK	EX-6.9-DD3	Polished Nickel	SHOWER CONTROLS	MASTER BATH
WATERMARK	EX-5-BL3S	Polished Nickel	TUB CONTROLS	MASTER BATH
WATERMARK	EX-3.46-DD3	Polished Nickel	SHOWER CONTROLS	SECONDARY TUB & SHOWER
KALDEWEI	3160	White	21" BATH SINK	MASTER BATH
MOCA		N/A	SINK	POWDER ROOMS
LAUFEN	823953	White	TOILET	ALL APARTMENTS
KALDEWEI	3159	White	17" BATH SINK	MASTER & SECONDARY BATHS
TOTO	UT104EV	White	URINAL	COMM CORE & AMENITY
KALDEWEI	1113	White	OVAL TUB	PH BATHS WHERE NOTED
DURAVIT	252709	White	WALL MOUNTED TOILET	BOH, 1ST FLOOR BATH, BIKE ROOM, GYM, AMENITY
WATERMARK	27-2.2-CL 14	Satin Nickel	MOTION SENSE FAUCET	1ST FLOOR BATH & AMENITY BATH
WATERMARK	22-1.1TIA-AUT-DPM4	Polished Chrome	FAUCET	COMM CORE & GYM
WATERMARK	37-8.8-BL3	Polished Nickel	SHOWER CONTROLS	PH BATH

FIAT PRODUCTS	MSBID2424	White	MOP SINK	JANITOR CLOSET
KOHLER	K-8907	Chrome	FAUCET	JANITOR CLOSET
ELKAY	EZWS-ERPBM28K	Stainless Steel	WATER FOUNTAIN W/ BOTTLE FILL	COMM CORE & GYM
KOHLER	K-2882	White	SINK	BOH, 1ST FLOOR BATH, BIKE ROOM, GYM, AMENITY
KOHLER	K-45905-CP	Chrome	SHOWER CONTROLS	BOH, 1ST FLOOR BATH, BIKE ROOM, GYM, AMENITY
ELKAY	LKB736C	Chrome	FAUCET	BOH & BIKE ROOM
INFINITY DRAIN	S-TIFAS-65	Stainless Steel	5"X5" SHOWER DRAIN	PH MASTER BATHS
WATERMARK	SD7	Polished Nickel	DRAIN or EQUAL	MASTER BATH & SECONDARY BATHS
WATERMARK	MPT1.5	Polished Nickel	P-TRAP	POWDER ROOMS
OS&B PLUMBING or EQUAL	SD446-SS	Stainless Steel	SHOWER DRAIN or EQUAL	BOH & BIKE ROOM
WATERMARK	EX. 1-6.9-DD3	Polished Nickel	SHOWER CONTROLS	SECONDARY BATHS
KALDEWEI	155 (R) OR 156 (L)	White	TUB	SECONDARY BATHS
DURAVIT	858400000	White	SINK BASE	AMENITY & COMM BATH
MOCA		White	VANITY	SECONDARY BATHS
DYSON	HU02	Nickel	HAND DRYER	MISCELLANEOUS
WATERMARK	NB-CU96137.1	Polished Nickel	Faucet	All Residential
BLANCO	518171	Stainless Steel	Sink	All Residential
BLANCO	442079	Stainless Steel	ADA Sink	UFAS Residential, Amenity
DORNBACHT or EQUAL	33 870 875	Stainless Steel	Faucet or EQUAL	Amenity Lounge
INSINKERATOR	PROCOVERPLUS or equal	Stainless Steel or equal	Sink Disposal	All Residential
WATERMARK or EQUAL	NB-RD00137	Polished Chrome	Faucet or EQUAL	Employee Lounge

(3) Presence, type and condition of kitchen and laundry equipment:

Kitchen and laundry fixtures will be new; refer to fixture specification below.

(i) Kitchen Cabinets, or approved equal are wood particle board with painted lacquer or special finish or wood veneer finish at doors, drawer fronts, and all finish panels. Appliances shall be integrated with stone countertops and backsplash. Islands are finished wood veneer with stone countertop.

Fixture / Appliance	Model #/Finish / Color	Location
KITCHEN FAUCET	WATERMARK #NB-CU96137.1 - POLISHED NICKEL OR EQUAL	ALL APARTMENT KITCHENS
KITCHEN SINK	BLANCO #518171 - STAINLESS STEEL OR EQUAL	ALL APARTMENT KITCHENS
GARBAGE DISPOSAL	INSINKERATOR STAINLESS STEEL OR EQUAL	ALL APARTMENT KITCHENS
30" REFRIGERATOR/FREEZER	30" MIELE # KF2801 Vi WITH CUSTOM PANEL TO MATCH CABINETRY OR EQUAL	UNITS: 602(6C), 603(6E), 606(6H), 607(6J), 608(6K), 609(6L), 702(7C), 703(7E), 706(7H), 707(7J), 708(7K), 709(7L), 712(7P), 713(7Q), 714(7D), 802(8C), 803(8E), 806(8H), 807(8J), 808(8K), 809(8L), 812(8P), 813(8Q), 814(8D), 902(9C), 903(9E), 906(9H), 907(9J), 908(9K), 909(9L), 912(9P), 913(9Q), 914(9D), 1006(10D), 1105(11H), 1107(11D), 1202(12C), 1205(12H), 1206(12J), 1207(12D)
36" REFRIGERATOR/FREEZER	MIELE # KF2901 Vi : CUSTOM PANEL TO MATCH CABINETRY OR EQUAL	UNITS: 601(6A), 604(6F), 605(6G), 610(6M), 701(7A), 704(7F), 705(7G), 710(7M), 711(7N), 715(7B), 801(8A), 804(8F), 805(8G), 810(8M), 811(8N), 815(8B), 901(9A), 904(9F), 905(9G), 910(9M), 911(9N), 915(9B), 1001(10A), 1002(10C), 1003(10F), 1004(10G), 1005(10H), 1007(10B), 1101(11A), 1102(11C), 1103(11F), 1104(11G), 1108(11B), 1201(12A), 1203(12J), 1204(12G),

		1208(12B)
36” REFRIGERATOR TOWER	36” MIELE# K2901Vi WITH CUSTOM PANEL TO MATCH CABINETRY OR EQUAL	UNITS: PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
18” FREEZER TOWER	18” MIELE # F2411Vi WITH CUSTOM PANEL TO MATCH CABINETRY	UNITS :PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
24" GAS COOKTOP	24” MIELE # KM360G STAINLESS STEEL OR EQUAL	UNITS: 812(8P), 912(9P)
30" GAS COOKTOP	30” MIELE # KM2032G STAINLESS STEEL OR EQUAL	UNITS: 601(6A), 602(6C), 603(6E), 604(6F), 606(6H), 607(6J), 608(6K), 609(6L), 702(7C), 703(7E) ,704(7F), 706(7H), 707(7J), 708(7K), 709(7L), 710(7M), 711(7N) 712(7P), 713(7Q), 714(7D), 715(7B), 802(8C), 803(8E), 804(8F), 806(8H), 807(8J), 808(8K), 809(8L), 810(8M), 811(8N), 813(8Q), 814(8D), 815(8B), 901(9A), 902(9C), 903(9E), 904(9F), 906(9H), 907(9J), 908(9K), 909(9L), 910(9M), 911(9N), 913(9Q), 914(9D), 915(9B), 1001(10A), 1002(10C), 1003(10F), 1004(10G), 1006(10D), 1007(10B), 1101(11A), 1102(11C), 1103(11F), 1104(11G), 1105(11H), 1106(11J) 1107(11D), 1108(11B), 1201(12A), 1202(12C), 1203(12F), 1204(12G), 1205(12H), 1206 (12J), 1207(12D) 1208(12B),
36" GAS COOKTOP	MIELE# KM3475G : STAINLESS STEEL OR EQUAL	UNITS: 605(6G), 610(6M),

		701(7A), 705(7G), 801(8A), 805(8G), 905(9G), 1005(10H), PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
24" SPEED OVEN (COMBO CONVECTION/MICROWAVE)	24" MIELE # H6200BM STAINLESS STEEL OR EQUAL	UNITS: 601(6A), 602(6C), 603(6E), 604(6F), 605(6G), 606(6H), 607(6J), 608(6K), 609(6L), 610(6M), 701(7A), 702(7C), 703(7E) ,704(7F), 705(7G), 706(7H), 707(7J), 708(7K), 709(7L), 710(7M), 711(7N), 712(7P), 713(7Q), 714(7D), 715(7B), 801(8A), 802(8C), 803(8E), 804(8F), 805(8G), 806(8H), 807(8J), 808(8K), 809(8L), 810(8M), 811(8N), 812(8P), 813(8Q), 814(8D), 815(8B), 901(9A), 902(9C), 903(9E), 904(9F), 905(9G), 906(9H), 907(9J), 908(9K), 909(9L), 910(9M), 911(9N), 912(9P), 913(9Q), 914(9D), 915(9B), 1001(10A), 1002(10C), 1003(10F), 1004(10G), 1005(10H), 1006(10D), 1007(10B), 1101(11A), 1102(11C), 1103(11F), 1104(11G), 1105(11H), 1106(11J), 1107(11D), 1108(11B), 1201(12A), 1202(12C), 1203(12F) , 1204(12G), 1205(12H), 1206(12J), 1207(12D), 1208(12B)
24" SPEED OVEN	24" MIELE # H6600BM STAINLESS STEEL OR EQUAL	UNITS: PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
30" CONVECTION OVEN	MIELE # H6281BP: STAINLESS STEEL OR EQUAL	

		UNITS: 601(6A), 602(6C), 603(6E), 604(6F), 605(6G), 606(6H), 607(6J), 608(6K), 609(6L), 610(6M), 701(7A), 702(7C), 703(7E) ,704(7F), 705(7G), 706(7H), 707(7J), 708(7K), 709(7L), 710(7M), 711(7N), 712(7P), 713(7Q), 714(7D), 715(7B), 801(8A), 802(8C), 803(8E), 804(8F), 805(8G), 806(8H), 807(8J), 808(8K), 809(8L), 810(8M), 811(8N), 813(8Q), 814(8D), 815(8B), 901(9A), 902(9C), 903(9E), 904(9F), 905(9G), 906(9H), 907(9J), 908(9K), 909(9L), 910(9M), 911(9N), 913(9Q), 914(9D), 915(9B), 1001(10A), 1002(10C), 1003(10F), 1004(10G), 1005(10H), 1006(10D), 1007(10B), 1101(11A), 1102(11C), 1103(11F), 1104(11G), 1105(11H), 1106(11J), 1107(11D), 1108(11B), 1201(12A), 1202(12C), 1203(12F) , 1204(12G), 1205(12H), 1206(12J), 1207(12D), 1208(12B)
30" CONVECTION OVEN	MIELE # H6680BP: STAINLESS STEEL OR EQUAL	UNITS: PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
24" DISHWASHER	MIELE# G4998SCVi : STAINLESS STEEL OR EQUAL (CLASSIC)	UNITS: 601(6A), 602(6C), 603(6E), 604(6F), 605(6G), 606(6H), 607(6J), 608(6K), 609(6L), 610(6M), 703(7E) ,704(7F), 705(7G), 706(7H), 707(7J), 708(7K), 709(7L), 710(7M), 711(7N), 712(7P), 713(7Q), 714(7D), 715(7B), 801(8A), 802(8C), 803(8E), 804(8F), 805(8G),

		806(8H), 808(8K), 809(8L), 810(8M), 811(8N), 812(8P), 813(8Q), 814(8D), 815(8B), 901(9A), 902(9C), 903(9E), 904(9F), 905(9G), 906(9H), 907(9J), 908(9K), 909(9L), 910(9M), 911(9N), 912(9P), 913(9Q), 914(9D), 915(9B), 1001(10A), 1003(10F), 1004(10G), 1005(10H), 1006(10D), 1007(10B), 1101(11A), 1103(11F), 1104(11G), 1105(11H), 1106(11J), 1107(11D), 1108(11B), 1201(12A), 1202(12C), 1203(12F) , 1204(12G), 1205(12H), 1206(12J), 1207(12D), 1208(12B)
24" DISHWASHER (ADA)	MIELE# G4993SCVi : STAINLESS STEEL OR EQUAL	UNITS: 701(7A), 702(7C), 807(8J), 1002(10C), 1102(11C)
24" DISHWASHER	MIELE# G6665SCVi : STAINLESS STEEL OR EQUAL (CRYSTAL)	UNITS: PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
30" HOOD	FABER #CRIS36SS300 INTEGRATED INTO CABINETRY OR EQUAL	UNITS: 601(6A), 602(6C), 603(6E), 604(6F), 606(6H), 607(6J), 608(6K), 609(6L), 702(7C), 703(7E) ,704(7F), 706(7H), 707(7J), 708(7K), 709(7L), 710(7M), 711(7N), 712(7P), 713(7Q), 714(7D), 715(7B), 802(8C), 803(8E), 804(8F), 806(8H), 807(8J), 808(8K), 809(8L), 810(8M), 811(8N), 812(8P), 813(8Q), 814(8D), 815(8B), 901(9A), 902(9C), 903(9E), 904(9F), 906(9H), 907(9J), 908(9K), 909(9L), 910(9M), 911(9N), 912(9P), 913(9Q), 914(9D),

		915(9B), 1001(10A), 1002(10C), 1003(10F), 1004(10G),1006(10D), 1007(10B), 1101(11A), 1102(11C), 1103(11F), 1104(11G), 1105(11H), 1106(11J), 1107(11D), 1108(11B), 1201(12A), 1202(12C), 1203(12F), 1204(12G), 1205(12H), 1206(12J), 1207(12D), 1208(12B)
36" HOOD	FABER # CRIS36SS400 INTEGRATED INTO CABINETRY OR EQUAL	UNITS: 605(6G), 610(6M), 701(7A), 705(7G), 801(8A), 805(8G), 905(9G), 1005(10H), PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)
30" MICROWAVE	BOSCH # HMD8053UC – WOOD PANEL	AMENITY CATERING KITCHEN
30" WARMING DRAWER	BOSCH # HWD5051UC – WOOD PANEL	AMENITY CATERING KITCHEN
28" REFRIGERATOR/FREEZER	BLOOMBERG # BRFB1522SS – WOOD PANEL	AMENITY CATERING KITCHEN
24" DISHWASHER	MIELE # G4993 SCVi – WOOD PANEL	AMENITY CATERING KITCHEN
ICE MACHINE	SUBZERO # UC-15O – STAINLESS STEEL	AMENITY CATERING KITCHEN
KITCHEN FAUCET	WATERMARK # NB-CU96127.1 - POLISHED NICKEL	AMENITY CATERING KITCHEN
ADA KITCHEN SINK	BLANCO # 442079 – STAINLESS STEEL	AMENITY CATERING KITCHEN
WASHER (Non Vented Dryer)	MIELE: # TWB120WP OR EQUAL WITH # WTV502 STACKING KIT	ALL RESIDENTIAL UNITS
DRYER (Non-Vented)	MIELE: # WWB020WCS OR EQUAL WITH #	ALL RESIDENTIAL UNITS

	WTV502 STACKING KIT	
24" WINE COOLER	U-Line: 3024ZWCINT-00B: GLASS DOOR OR EQUAL	UNITS: 601(6A), 605(6G), 610(6M), 701(7A), 705(7G), 710(7M), 711(7N), 715(7B), 801(8A), 805(8G), 810(8M), 811(8N), 815(8B), 901(9A), 905(9G), 910(9M), 911(9N), 915(9B), 1001(10A), 1004(10G), 1005(10H), 1007(10B), 1101(11A), 1104(11G), 1105(11H), 1108(11B), 1201(12A), 1204(12G), 1205(12H), 1208(12B), PH1(PHA), PH2(PHC), PH3(PHD), PH4(PHE), PH5(PHB)

FINISH SCHEDULE:

(s) *Finish schedule of spaces other than units.*

Finishes will be new.

Paint - 2 coats over primer base coat.

Finish schedule: see chart below.

FLOOR #	SPACE	FLOOR FINISH	WALL FINISH	CEILING FINISH
SUBCELLAR	RETAIL	CS	CS	CS
SUBCELLAR	REFUSE	CONC	P	CONC
SUBCELLAR	STANDING AREA	CS	CS	CS
SUBCELLAR	DW POE, TANK, PUMP AND HWH	CONC	P	CONC
SUBCELLAR	EMR	CONC	P	CONC
SUBCELLAR	RETAIL	CS	CS	CS
SUBCELLAR	MARKET LINE PLAZA	CS	CS	CS
SUBCELLAR	REFUSE	CONC	P	CONC
SUBCELLAR	MEN'S RM.	TILE	PCT, P	P
SUBCELLAR	WOMEN'S RM.	TILE	PCT, P	P
SUBCELLAR	HVAC	CONC	P	CONC
SUBCELLAR	BOH	CONC	P	CONC
SUBCELLAR	TELECOM	CONC	P	CONC
SUBCELLAR	DAS	CONC	P	CONC
SUBCELLAR	ATS	CONC	P	CONC

SUBCELLAR	DOMESTIC WATER/PLUMB HWH	CONC	P	CONC
SUBCELLAR	REFUSE	CONC	P	CONC
SUBCELLAR	EMR	CONC	P	CONC
SUBCELLAR	ELEV. C10 VESTIBULE	CONC	P	ACT
SUBCELLAR	REFUSE	CONC	P	CONC
SUBCELLAR	EMR	CONC	P	CONC
SUBCELLAR	FUEL TANK	CONC	P	CONC
SUBCELLAR	BOH CORRIDOR	CONC	P	CONC
SUBCELLAR	STORM TANK/PUMP RM.	CONC	P	CONC
SUBCELLAR	ELEV. C9 VESTIBULE	CONC	P	CONC
SUBCELLAR	MARKETLINE STORAGE	CONC	P	CONC
SUBCELLAR	FAMILY RESTROOM	TILE	PCT, P	P
SUBCELLAR	ELEV. C6 VESTIBULE	CONC	P	P
SUBCELLAR	REFUSE	CONC	P	CONC
SUBCELLAR	STAIR A	CONC	P	CONC
SUBCELLAR	STAIR B	CONC	P	CONC
SUBCELLAR	STAIR C	CONC	P	CONC
CELLAR	GAS METER/BOOSTER	CONC	P	CONC
CELLAR	DW SUCTION TANK ROOM	CONC	P	CONC
CELLAR	LAUNDRY RM.	TILE	P	ACT
CELLAR	RES.BOH CORRIDOR	P	P	ACT
CELLAR	RES. STORAGE	P	P	CONC
CELLAR	RES.SUPER'S STORAGE	CONC	P	CONC
CELLAR	CL	CONC	P	CONC
CELLAR	R3 ELEV VEST.	P	P	P
CELLAR	RES.SUPER'S OFFICE	CPT	P	ACT
CELLAR	COMM.SUPER'S STORAGE	CONC	P	CONC
CELLAR	BOH CORRIDOR	P	P	ACT
CELLAR	SWITCH GEAR	CONC	P	CONC
CELLAR	TELECOM	CONC	P	CONC
CELLAR	NETWORK COMPARTMENT	CONC	P	CONC
CELLAR	BATHROOM	TILE	TILE	P
CELLAR	WOMEN'S LOCKER RM.	TILE	P	ACT
CELLAR	MEN'S LOCKER RM.	TILE	P	ACT
CELLAR	EMPLOYEE LOUNGE	TILE	P	ACT
CELLAR	FIRE CLOSET	CONC	P	CONC
CELLAR	STAIR A	CONC	P	CONC
CELLAR	STAIR B	CONC	P	CONC
CELLAR	STAIR C	CONC	P	CONC
GROUND FLOOR	RETAIL	CS	CS	CS
GROUND FLOOR	REFUSE	CONC	P	CONC
GROUND FLOOR	GAS METER/BOOSTER	CONC	P	CONC
GROUND FLOOR	RETAIL	CS	CS	CS
GROUND FLOOR	DELANCEY ST RES. ENTRY	CS	CS	CS
GROUND FLOOR	MARKET LINE LOBBY VEST.	CS	CS	CS

GROUND FLOOR	MARKET LINE LOBBY	CS	CS	CS
GROUND FLOOR	MECH.	CONC	P	CONC
GROUND FLOOR	OFFICE LOBBY VEST.	SF - SEE DWGS	MT, ST, SF - SEE DWGS & ELEVS	P
GROUND FLOOR	OFFICE LOBBY	SF - SEE DWGS	ST, MT, WV, P, SF - SEE DWGS & ELEVS	P
GROUND FLOOR	JANITOR'S CLOSET	CONC	P	CONC
GROUND FLOOR	PKG RM.	P	P	P
GROUND FLOOR	EGRESS CORRIDOR	P	P	ACT
GROUND FLOOR	RESIDENTIAL LOBBY	SF, ST-SEE DWGS	MT,P, WD,TCT, SF- SEE DWGS & ELEVS	ACT
GROUND FLOOR	MAIL RM.	SF-SEE DWGS	SEE DWGS & ELEVS	ACT
GROUND FLOOR	REFRIG.STOR.	CONC	P	P
GROUND FLOOR	POWDER RM.	SF-SEE DWGS	PT , T,WC	P
GROUND FLOOR	R3 ELEV VEST.	P	P	P
GROUND FLOOR	BOH CORRIDOR	P	P, MT	ACT
GROUND FLOOR	RETAIL	CS	CS	CS
GROUND FLOOR	ADA CHANGING	PCT	PCT, P	P
GROUND FLOOR	ADA CHANGING	PCT	PCT, P	P
GROUND FLOOR	COMM. BIKE STORAGE	P	P	P
GROUND FLOOR	JANITOR'S CLOSET	SF-SEE DWGS	P	P
GROUND FLOOR	LOADING DOCK	CONC	TINSF	TINSF
GROUND FLOOR	SECURITY OFFICE & DOCK MASTER	P	P	P
GROUND FLOOR	COMM. STORAGE	P	P	P
GROUND FLOOR	RES. BIKE STORAGE	P	P	P
GROUND FLOOR	REFUSE	CONC	P	P
GROUND FLOOR	RETAIL	CS	CS	CS
GROUND FLOOR	MARKET LINE LOBBY VEST.	CONC	P	CONC
GROUND FLOOR	CL	CONC	P	CONC
GROUND FLOOR	RETAIL	CS	CS	CS
GROUND FLOOR	RES LOBBY VEST.	SF, EM-1	MT, P	ACT
GROUND FLOOR	STAIR A	CONC	P	CONC
GROUND FLOOR	STAIR B	CONC	P	CONC
GROUND FLOOR	STAIR C	CONC	P	CONC
GROUND FLOOR	STAIR D	CONC	P	CONC
GROUND FLOOR	STAIR E	CONC	P	CONC
GROUND FLOOR	STAIR F	P	P	P
GROUND FLOOR	STAIR G	P	P	P
GROUND FLOOR	STAIR H	CONC	P	CONC
FLOOR 2	OFFICE	CS	CS	CS
FLOOR 2	CORRIDOR	SF	PCT, P	ACT, P
FLOOR 2	SERVICE VESTIBULE	CONC	P	P
FLOOR 2	R3 ELEV VEST.	CONC	P	P

FLOOR 2	MECH.	CONC	P	CONC
FLOOR 2	ELECTRIC	CONC	P	CONC
FLOOR 2	CL	CONC	P	CONC
FLOOR 2	IT	CONC	P	CONC
FLOOR 2	MEN'S RM.	TILE	PCT	P
FLOOR 2	WOMEN'S RM.	TILE	PCT, P	P
FLOOR 2	PUBLIC BATHROOM	TILE	PCT, P	P
FLOOR 2	PUBLIC BATHROOM	TILE	PCT, P	P
FLOOR 2	BROOME STREET GARDEN	CS	CS	CS
FLOOR 2	PUBLIC BATHROOM	TILE	PCT, P	
FLOOR 2	CL	CONC	P	CONC
FLOOR 2	JANITOR'S CLOSET	CONC	P	P
FLOOR 2	STAIR D	CONC	P	CONC
FLOOR 2	STAIR E	CONC	P	CONC
FLOOR 2	STAIR F	P	P	P
FLOOR 2	STAIR H	CONC	P	CONC
FLOOR 3	OFFICE	CS	CS	CS
FLOOR 3	CORRIDOR	SF	PCT, P	ACT, P
FLOOR 3	SERVICE VESTIBULE	CONC	P	P
FLOOR 3	R3 ELEV VEST.	CONC	P	P
FLOOR 3	MECH.	SF-SEE DWGS	P	CONC
FLOOR 3	ELECTRIC	CONC	P	CONC
FLOOR 3	CL	CONC	P	CONC
FLOOR 3	IT	CONC	P	CONC
FLOOR 3	MEN'S RM.	TILE	PCT, P	P
FLOOR 3	WOMEN'S RM.	TILE	PCT, P	P
FLOOR 3	JANITOR'S CLOSET	CONC	P	P
FLOOR 3	STAIR D	P	P	P
FLOOR 3	STAIR E	P	P	P
FLOOR 4	OFFICE	CS	CS	CS
FLOOR 4	CORRIDOR	SF	PCT, P	ACT, P
FLOOR 4	SERVICE VESTIBULE	CONC	P	P
FLOOR 4	R3 ELEV VEST.	CONC	P	P
FLOOR 4	MECH.	CONC	P	CONC
FLOOR 4	ELECTRIC	CONC	P	CONC
FLOOR 4	CL	CONC	P	CONC
FLOOR 4	IT	CONC	P	CONC
FLOOR 4	MEN'S RM.	TILE	PCT, P	P
FLOOR 4	WOMEN'S RM.	TILE	PCT, P	P
FLOOR 4	JANITOR'S CLOSET	CONC	P	P
FLOOR 4	STAIR D	CONC	P	CONC
FLOOR 4	STAIR E	CONC	P	CONC
FLOOR 5	OFFICE	CS	CS	CS
FLOOR 5	CORRIDOR	SF	PCT, PT	ACT, P
FLOOR 5	SERVICE VESTIBULE	CONC	P	P
FLOOR 5	R3 ELEV VEST.	CONC	P	P

FLOOR 5	MECH.	CONC	P	CONC
FLOOR 5	ELECTRIC	CONC	P	CONC
FLOOR 5	TELECOM	CONC	P	CONC
FLOOR 5	JANITOR'S CLOSET	CONC	P	CONC
FLOOR 5	MEN'S RM.	TILE	PCT, P	P
FLOOR 5	WOMEN'S RM.	TILE	PCT, P	P
FLOOR 5	EMR	CONC	P	CONC
FLOOR 5	CL	CONC	P	CONC
FLOOR 5	STAIR D	CONC	P	CONC
FLOOR 5	STAIR E	CONC	P	CONC
FLOOR 6	CORRIDOR	CPT	WC	P
FLOOR 6	REFUSE ROOM	TILE	PCT, P	P
FLOOR 6	RECYCLING CL.	TILE	PCT, P	P
FLOOR 6	TELECOM	CONC	P	CONC
FLOOR 6	STUDIO (FITNESS CENTER)	WDF	SEE DWGS & ELEVS	P
FLOOR 6	BATHROOM	TILE	P	P
FLOOR 6	FITNESS CENTER	SF, RTF	SEE DWGS & ELEVS	ACT, P
FLOOR 6	ELEC ROOM	CONC	P	CONC
FLOOR 6	RES AMENITY CORRIDOR	SF	WC	P
FLOOR 6	PLAY ROOM	RTF, CPT	SEE DWGS, ELEVS & DETAILS	P
FLOOR 6	LOUNGE	WDF	P, WV	P, SF
FLOOR 6	LOUNGE KITCHENETTE	SF	P, PCT	P
FLOOR 6	MEN'S RM.	TILE	P	P
FLOOR 6	WOMEN'S RM.	TILE	P	P
FLOOR 6	A/V CLOSET	CONC	P	CONC
FLOOR 6	STAIR D	CONC	P	CONC
FLOOR 6	STAIR E	CONC	P	CONC
FLOOR 7	CORRIDOR	CPT	WC	P
FLOOR 7	REFUSE ROOM	TILE	PCT, P	P
FLOOR 7	RECYCLING CL.	TILE	PCT, P	P
FLOOR 7	TELECOM	CONC	P	CONC
FLOOR 7	CL	CONC	P	CONC
FLOOR 7	STAIR D	CONC	P	CONC
FLOOR 7	STAIR E	CONC	P	CONC
FLOOR 8	CORRIDOR	CPT	WC	P
FLOOR 8	REFUSE ROOM	TILE	PCT P	P
FLOOR 8	RECYCLING CL.	TILE	PCT, P	P
FLOOR 8	TELECOM	CONC	P	CONC
FLOOR 8	CL	CONC	P	CONC
FLOOR 8	STAIR D	CONC	P	CONC
FLOOR 8	STAIR E	CONC	P	CONC
FLOOR 9	CORRIDOR	CPT	WC	P
FLOOR 9	REFUSE ROOM	TILE	PCT, P	P

FLOOR 9	RECYCLING CL.	TILE	PCT, P	P
FLOOR 9	TELECOM	CONC	P	CONC
FLOOR 9	STAIR D	CONC	P	CONC
FLOOR 9	STAIR E	CONC	P	CONC
FLOOR 9	CL	CONC	P	CONC
FLOOR 10	CORRIDOR	CPT	WC	P
FLOOR 10	REFUSE ROOM	TILE	PCT, P	P
FLOOR 10	RECYCLING CL.	TILE	PCT, P	P
FLOOR 10	TELECOM	CONC	P	CONC
FLOOR 10	STAIR D	CONC	P	CONC
FLOOR 10	STAIR E	CONC	P	CONC
FLOOR 11	CORRIDOR	CPT	WC	P
FLOOR 11	REFUSE ROOM	TILE	PCT, P	P
FLOOR 11	RECYCLING CL.	TILE	PCT, P	P
FLOOR 11	TELECOM	CONC	P	CONC
FLOOR 11	STAIR D	CONC	P	CONC
FLOOR 11	STAIR E	CONC	P	CONC
FLOOR 12	CORRIDOR	CPT	WC	P
FLOOR 12	REFUSE ROOM	TILE	PCT, P	P
FLOOR 12	RECYCLING CL.	TILE	PCT, P	P
FLOOR 12	TELECOM	CONC	P	CONC
FLOOR 12	STAIR D	CONC	P	CONC
FLOOR 12	STAIR E	CONC	P	CONC
FLOOR 13 (PENTHOUSE)	CORRIDOR	CPT	WC	P
FLOOR 13 (PENTHOUSE)	REFUSE ROOM	TILE	PCT, P	P
FLOOR 13 (PENTHOUSE)	RECYCLING CL.	TILE	PCT, P	P
FLOOR 13 (PENTHOUSE)	STAIR D	CONC	P	CONC
FLOOR 13 (PENTHOUSE)	STAIR E	CONC	P	CONC
FLOOR 14 (PENTHOUSE ROOF)	CORRIDOR	CONC	P	P
FLOOR 14 (PENTHOUSE ROOF)	SERVICE VESTIBULE	CONC	P	P
FLOOR 14 (PENTHOUSE ROOF)	IDF CLOSET	CONC	P	P
FLOOR 14 (PENTHOUSE ROOF)	ELECTRIC	CONC	P	P
FLOOR 14 (PENTHOUSE ROOF)	ERU ROOM	CONC	P	P

FLOOR 14 (PENTHOUSE ROOF)	STAIR D	CONC	P	CONC
FLOOR 14 (PENTHOUSE ROOF)	STAIR E	CONC	P	CONC
ROOF (BULKHEAD 1)	CORRIDOR	CONC	P	CONC
ROOF (BULKHEAD 1)	EMR (R1,R2)	CONC	P	CONC
ROOF (BULKHEAD 1)	STAIR D	CONC	P	CONC
ROOF (BULKHEAD 1)	STAIR E	CONC	P	CONC
BULKHEAD ROOF (BULKHEAD 2)	EMR (R3)	CONC	P	CONC

ABBREVIATIONS FOR FINISHES

ACT -	ACCESSIBLE CEILING TILES
CPT -	CARPET
CONC -	CONCRETE (SLIP-RESISTIVE FINISH AT FLOORS)
GL-	GLASS OR MIRROR
SF-	SPECIAL FINISH
ST-	STONE
STT-	STONE TILE
TILE-	FLOOR TILE
VCT-	VINYL SHEET FLOORING
WC-	WALL COVERING
WDF-	WOOD FLOORING
WDW-	WOOD VENEER WALL
P-	PAINT
PTGWB	PAINTED GWB
PCT-	PORCELAIN TILE
CPT-	CARPET
RTF-	RUBBER TILE FLOORING
WV-	WOOD VENEER WALL PANELS
MT-	METAL
TCT-	TERRACOTTA TILE
TINSF	THERMAL INSULATION INTEGRAL FINISH
CS	CORE AND SHELL

(y) *Safety and warning devices.*

Residential Unit Smoke and Carbon Monoxide Detection System:

Each Residential Unit will contain a combination carbon monoxide/smoke detector located inside all sleeping areas and within 15 feet outside of sleeping areas. The detector is wired to a 120-volt local power supply and is self-contained with its own sounding device.

This building has 3 different fire command centers for multiple occupancies (Retail, Residential and Office) Each fire alarm system has devices within the building pertinent to its occupancy (for example retail and office systems have pull stations at the exits). All the three fire command centers are located in their associated lobbies on ground floor and communicate with each other. The retail fire alarm system also

has a control panel for fan shut down which is accomplished via duct mounted smoke detectors and shut down relays.

(z) *Additional information required.*

(1) Site Plan: See Part II of Offering Plan

(2) Area Map: N/A

(3) Floor plans: See Part II of Offering Plan See Floor plans and Schedule A for approximate area for each Residential Unit

(5) Floor to ceiling heights of units.

The ceiling heights are measured vertically from the top of the Finished flooring and sub-flooring materials to the underside of the Finished ceiling above. Ceiling finish, and 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 based upon the location of the unit and may not be uniformly consistent from room to room in a single Residential Unit. Exclusive of dropped ceiling areas, soffits, mechanical equipment including, among other things, ducts and plumbing elements, structural offsets and boxed out structural beams, as well as changes due to field conditions, ceiling heights of residential units are approximately as follows:

Typical approximate ceiling height at Kitchens and Corridors is approximately 8'-1"
Typical approximate ceiling height at Bathrooms and Closets is approximately 8'-0"
Typical approximate ceiling height at Bedrooms and Living Rooms vary between approximately 8'-6" and 10'-0" depending on the slab thickness and/or presence of plumbing above. Where Structural Concrete Depressions are provided for Terraces above, underside of Concrete deck clearance would be between approximately 9'-0" and 9'-1"respectively.

(6) Approximate total area of each unit.
Basis of Residential Unit measurements utilized:

Each Unit is measured from the exterior side of exterior walls and the centerline of the public corridor, elevator and stairs to the centerline of the partitions separating one Unit from another Unit (columns mechanical pipes, shafts, chases and conduits are not deducted from the measurements of the Units). **Each Unit is measured vertically from the top of the concrete slab (located under the finished flooring and sub-flooring materials) to the underside of the slab above.**

Residential Unit Owners will have exclusive use of the Terraces appurtenant to their Unit which are denoted as Residential Limited Common Elements. The approximate square footage of each Terrace/Balcony is denoted on Schedule A and is based on measurement horizontally, from the outside face of exterior walls or glazing of the Building to the glass guardrails and to the centerline of the privacy screen separating one Terrace from another Terrace or other Common Element.

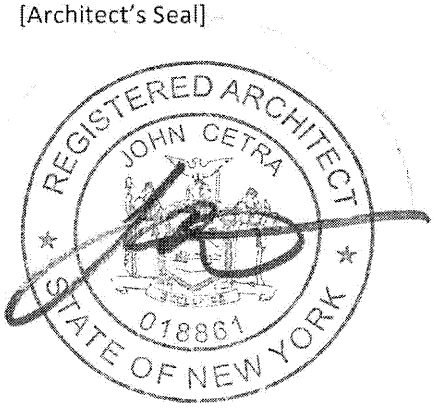
(7) A master floor plan showing unit boundaries and the relationship of units to each other. The master floor plan may be omitted if the site plan clearly shows unit boundaries and appropriate unit designations.

(aa) N/A at this time.

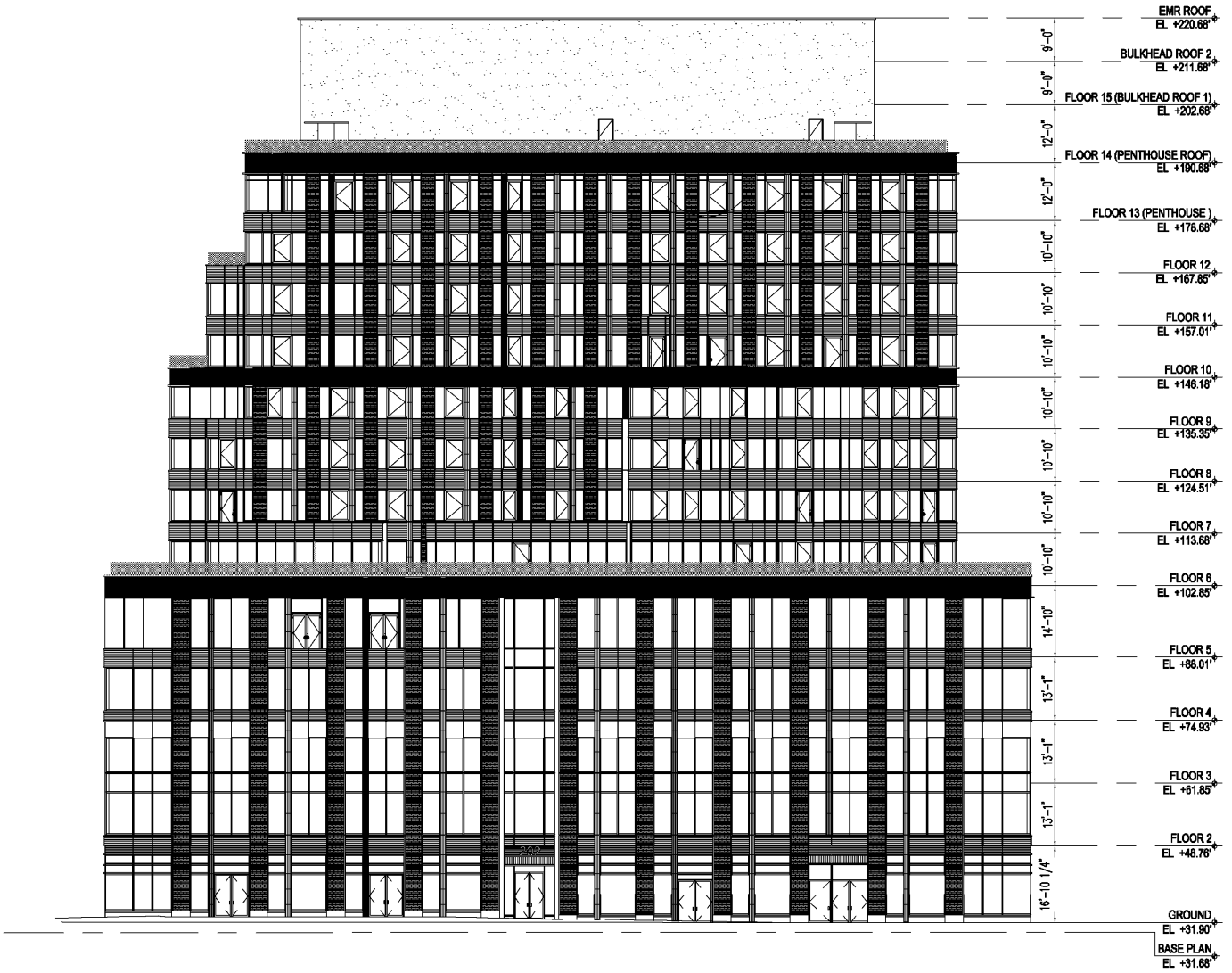
(dd) *Lead-based paint.* N/A.

[Signature]

[Architect's Seal]



FLOOR PLANS



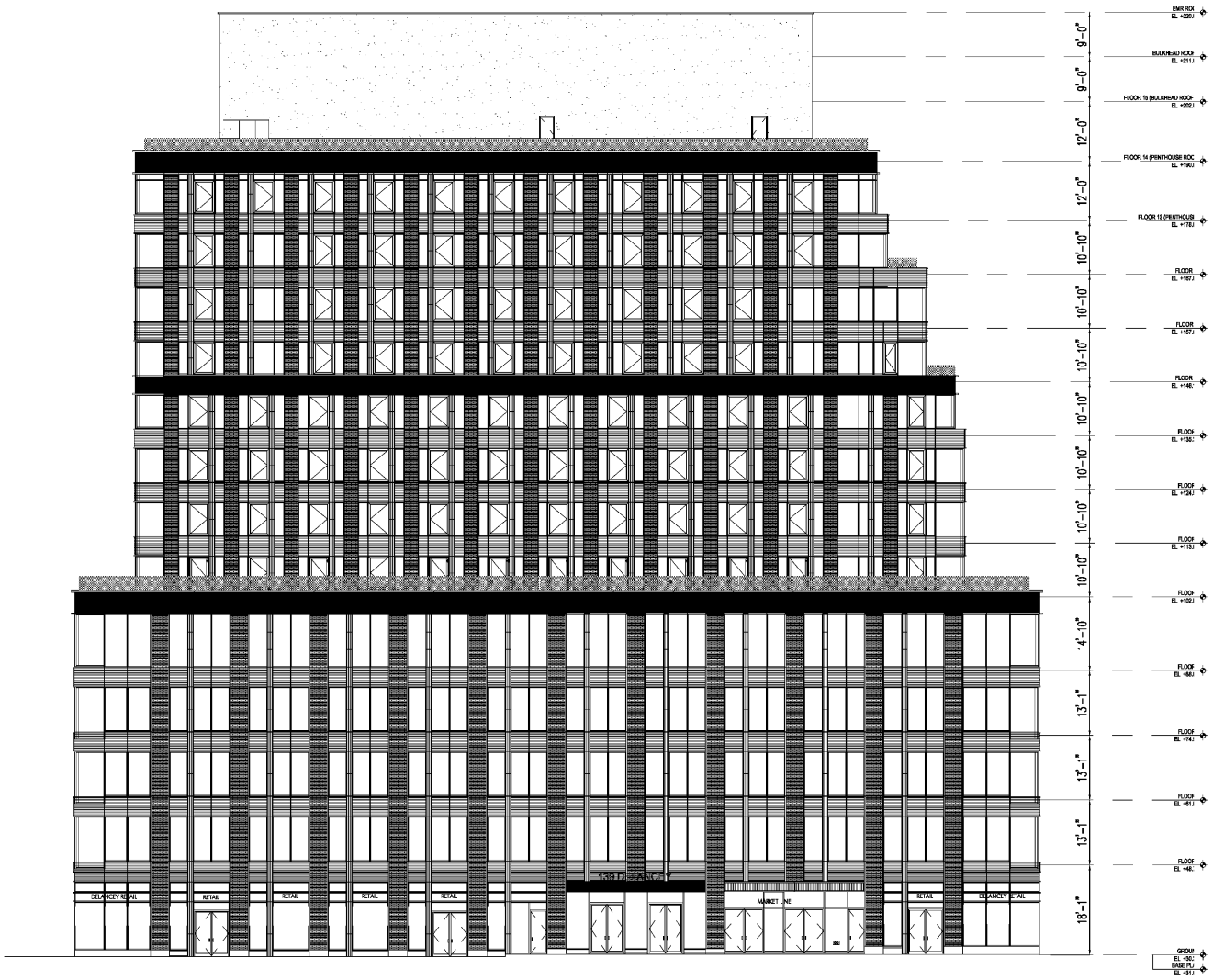
SOUTH ELEVATION

202 BROOME STREET
NEW YORK, NY 10002
Site 3 DSA Owner LLC

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOOR PLANS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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One Battery Park Plaza
New York, N.Y. 10004

09/01/2020



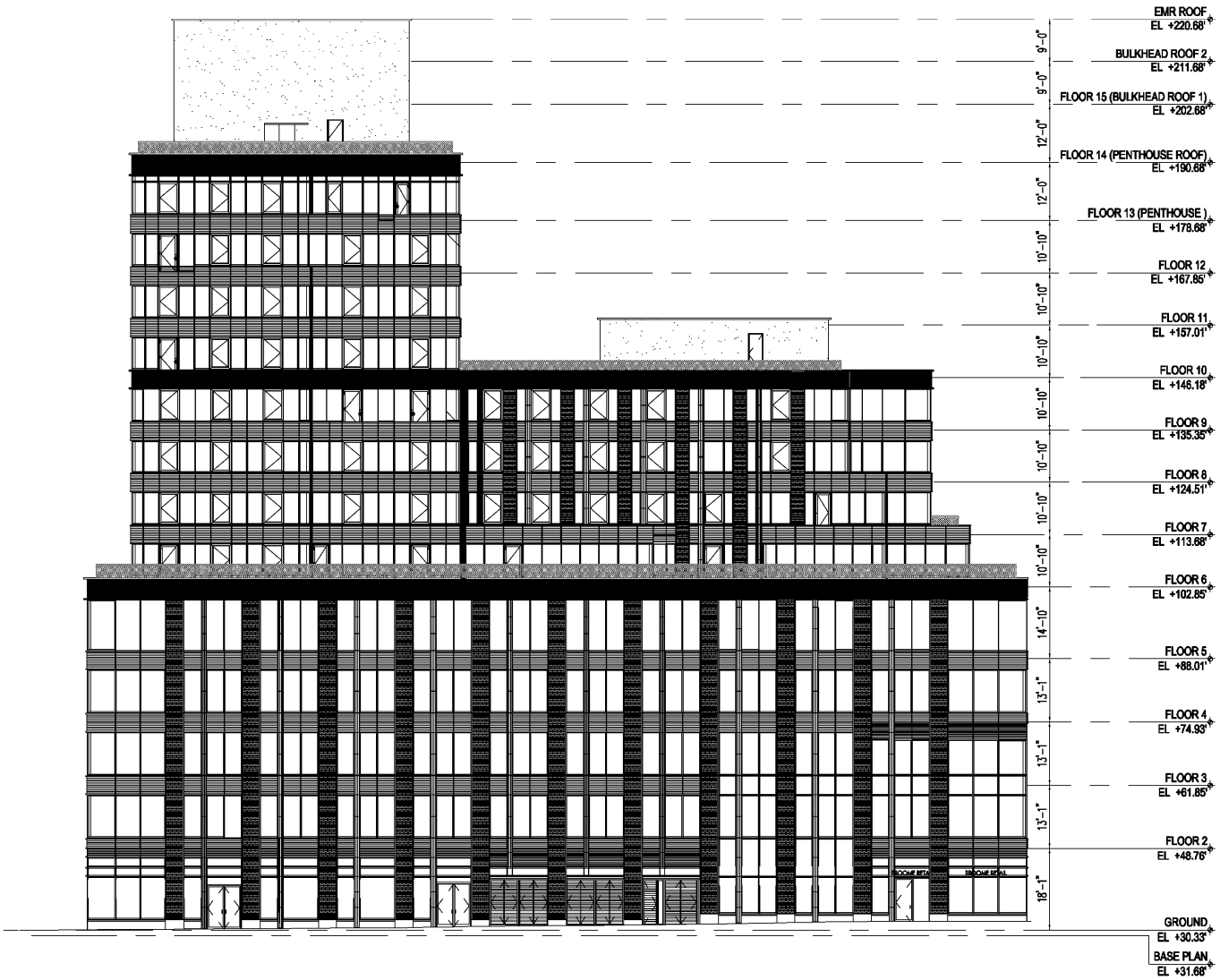
NORTH ELEVATION

202 BROOME STREET
NEW YORK, NY 10002
Site 3 DSA Owner LLC

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WEST ELEVATION

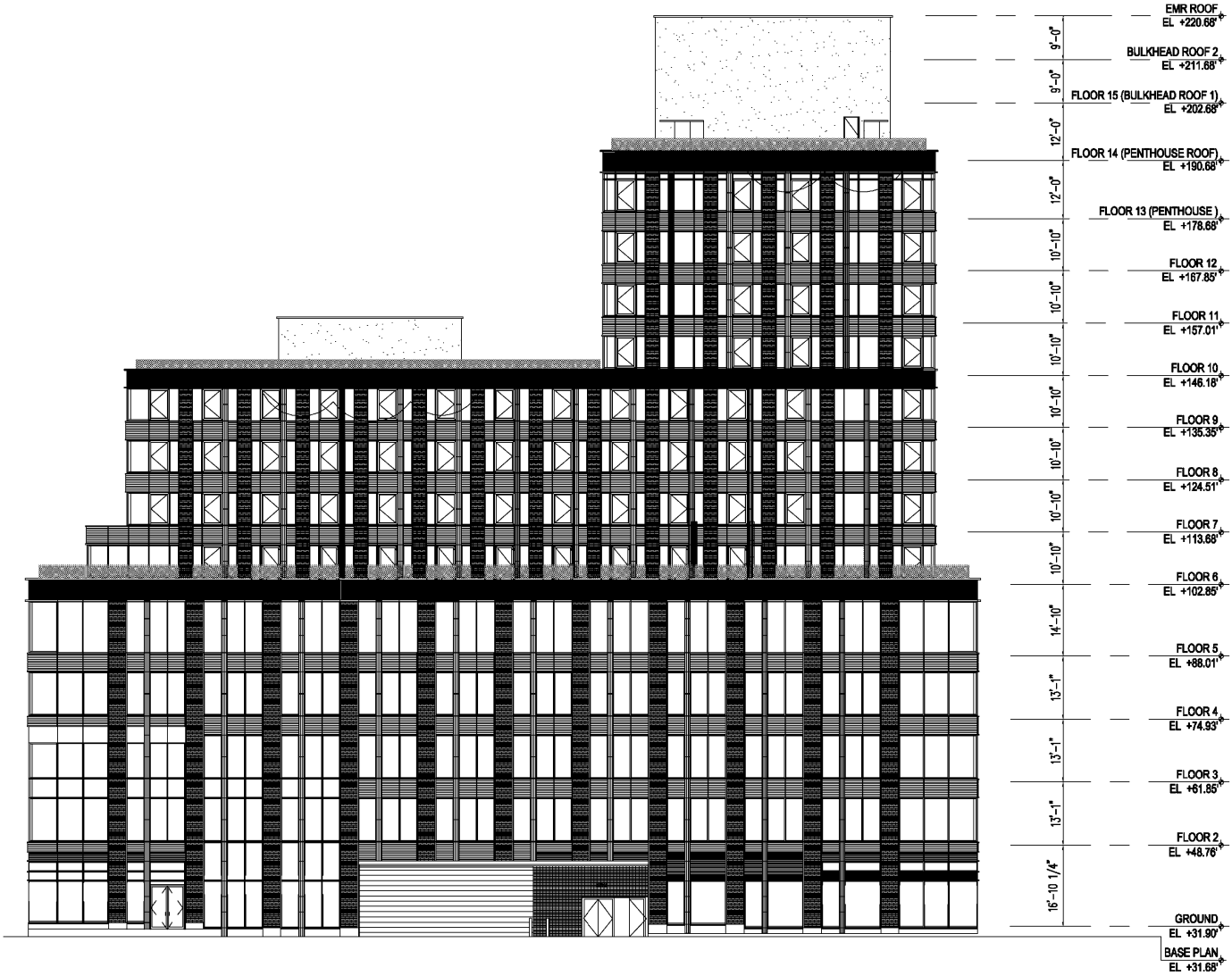
202 BROOME STREET
NEW YORK, NY 10002

Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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09/01/2020



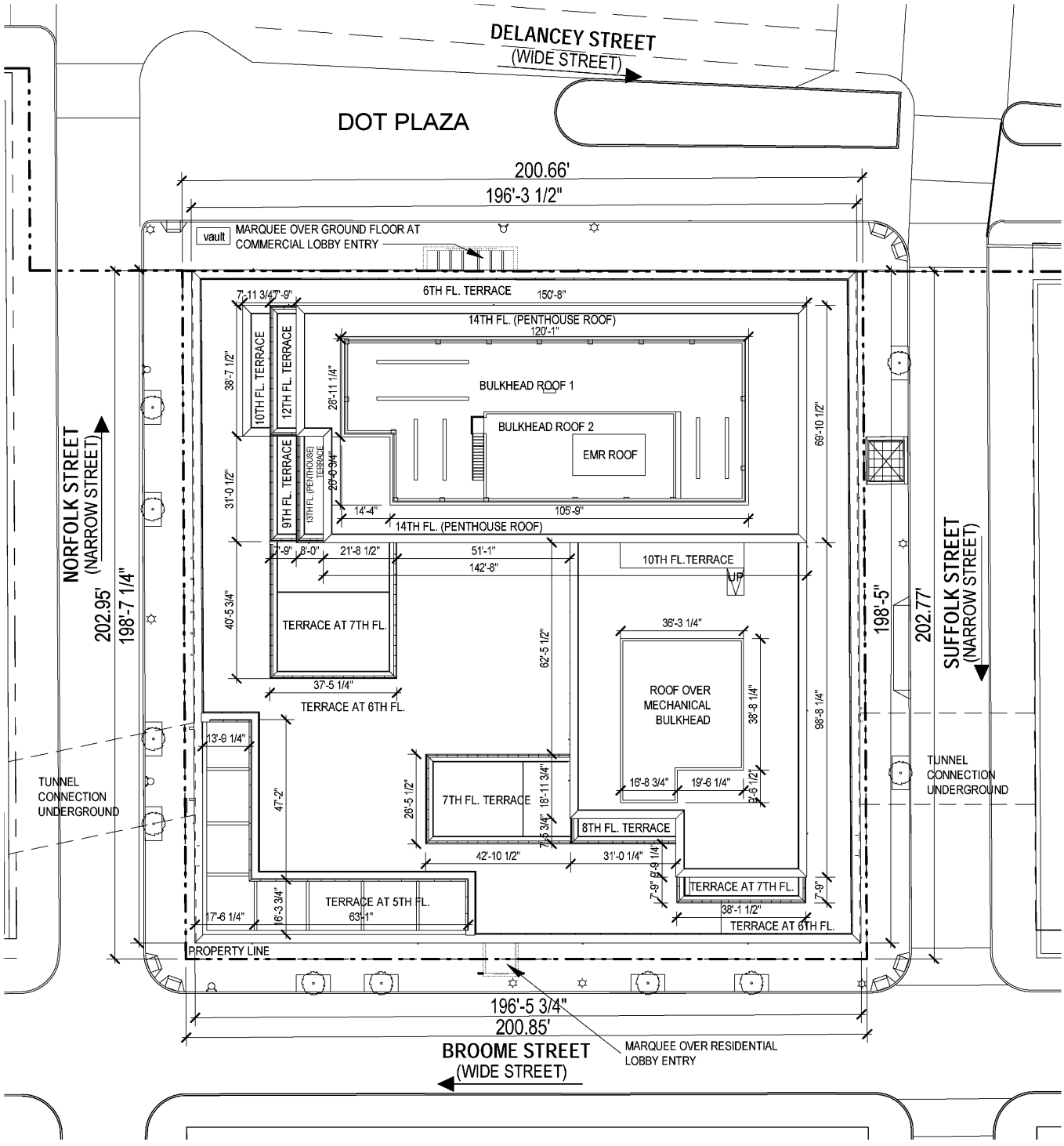
EAST ELEVATION

202 BROOME STREET
NEW YORK, NY 10002
Site 3 DSA Owner LLC

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SITE PLAN

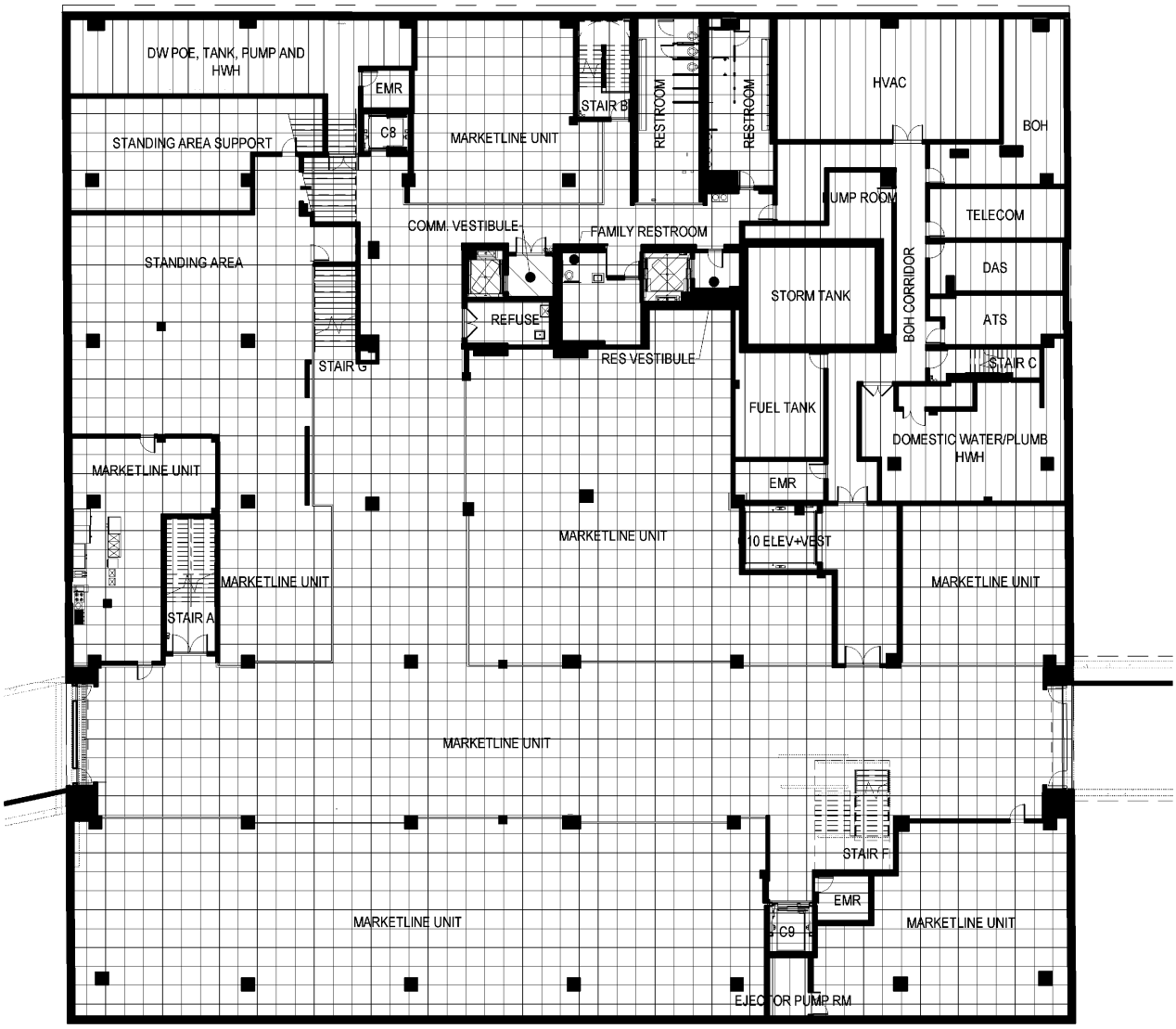
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

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New York, N.Y. 10004

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09/01/2020



MARTKETLINE (SUB-CELLAR) = 31,911 SF

OFFICE UNIT (SUB-CELLAR) = 195 SF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

SUB-CELLAR FLOOR

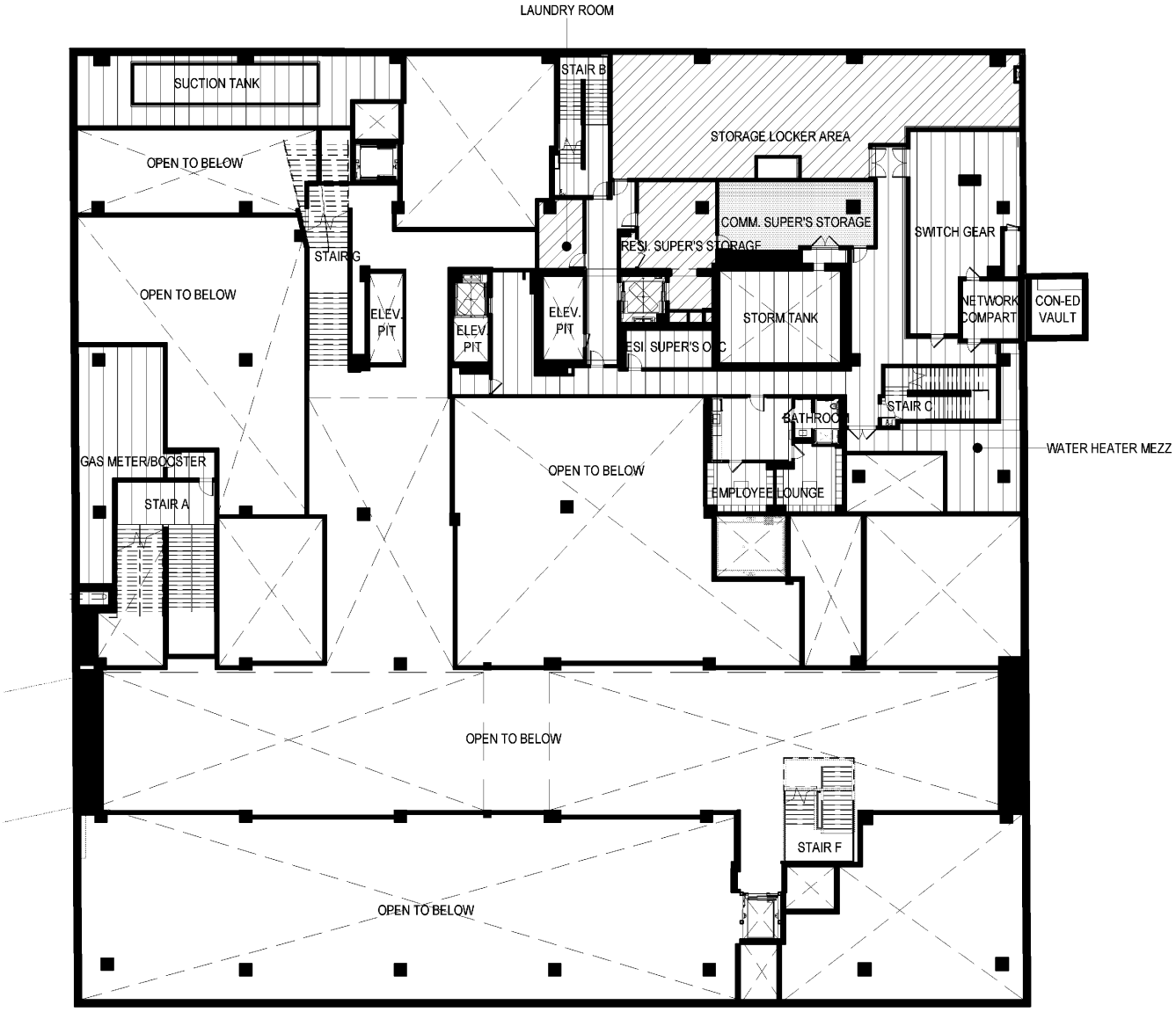
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

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09/01/2020



- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

CELLAR FLOOR

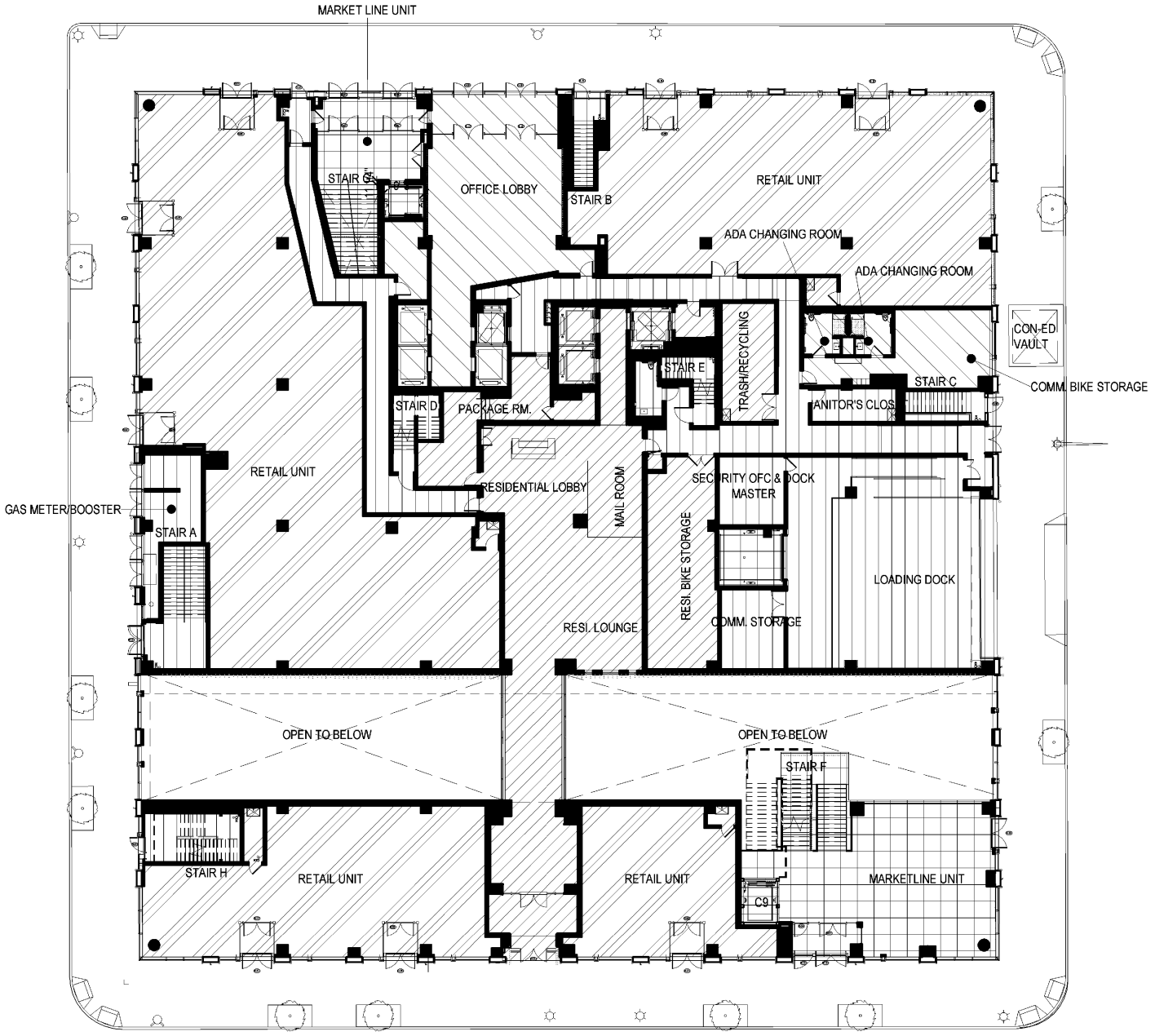
202 BROOME STREET
NEW YORK, NY 10002

Site 3 DSA Owner LLC

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09/01/2020



RETAIL UNIT (GROUND FLOOR) = 14,493 SF

MARKETLINE UNIT (GROUND FLOOR) = 3,288 SF

OFFICE UNIT (GROUND FLOOR) = 2,977 SF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

GROUND FLOOR

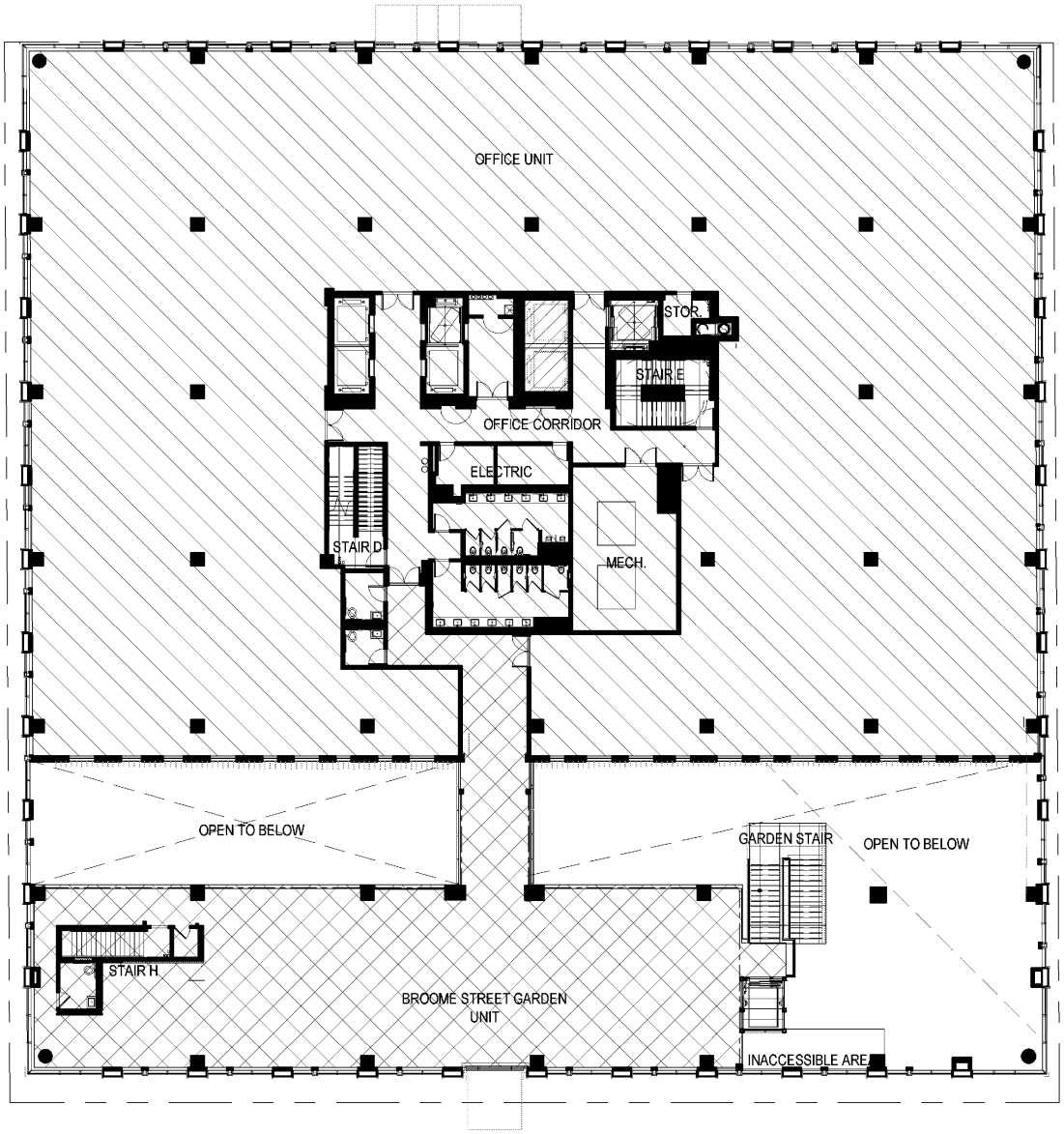
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

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New York, N.Y. 10004

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09/01/2020



OFFICE UNIT = 25, 381 SF

BROOME STREET GARDEN UNIT = 6,078 SF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

2ND FLOOR

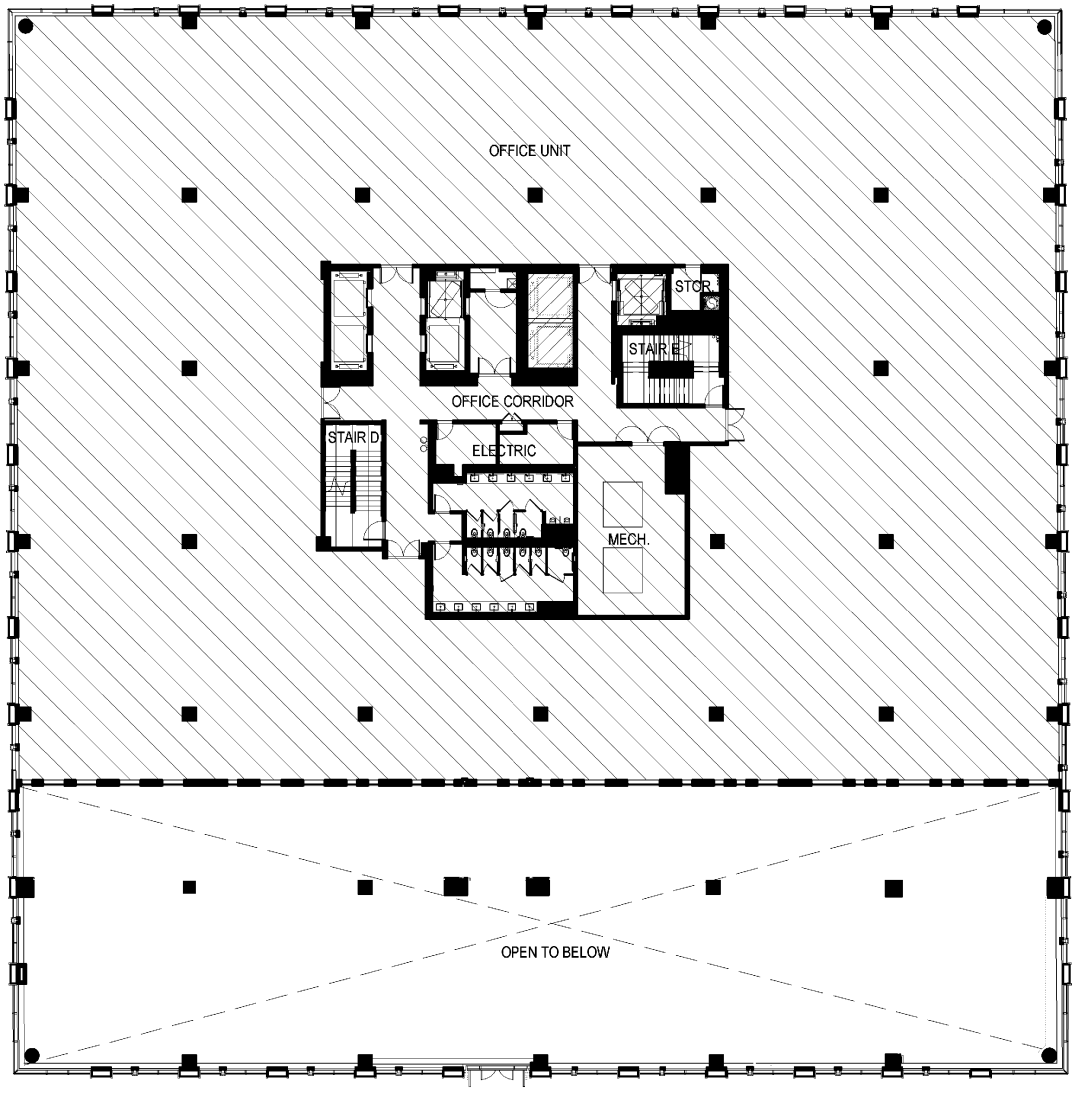
202 BROOME STREET,
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Site 3 DSA Owner LLC

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09/01/2020



OFFICE UNIT = 27, 157 SF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

3RD FLOOR

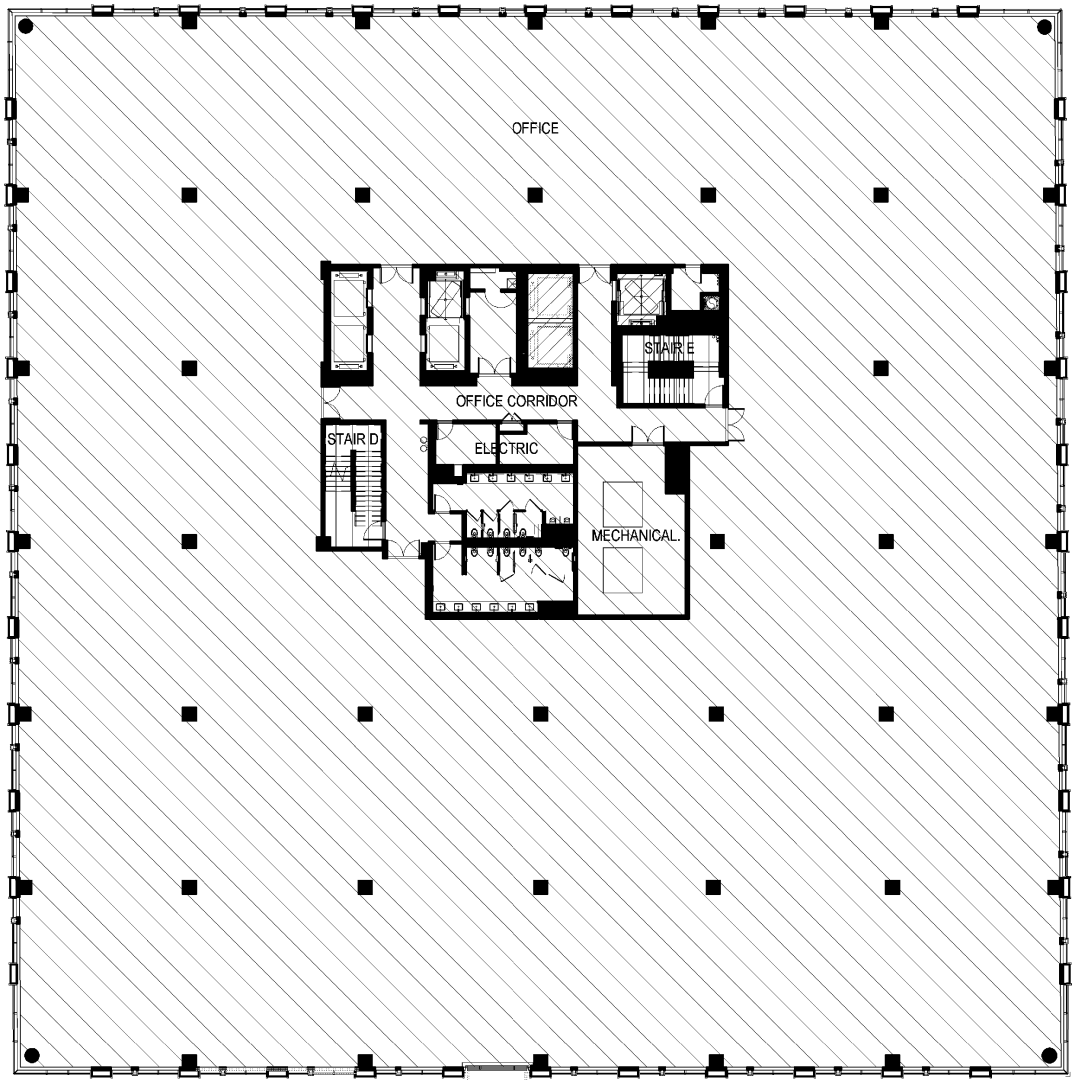
202 BROOME STREET
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One Battery Park Plaza
New York, N.Y. 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOOR PLANS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

09/01/2020



OFFICE UNIT = 37, 561 SF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

4TH FLOOR

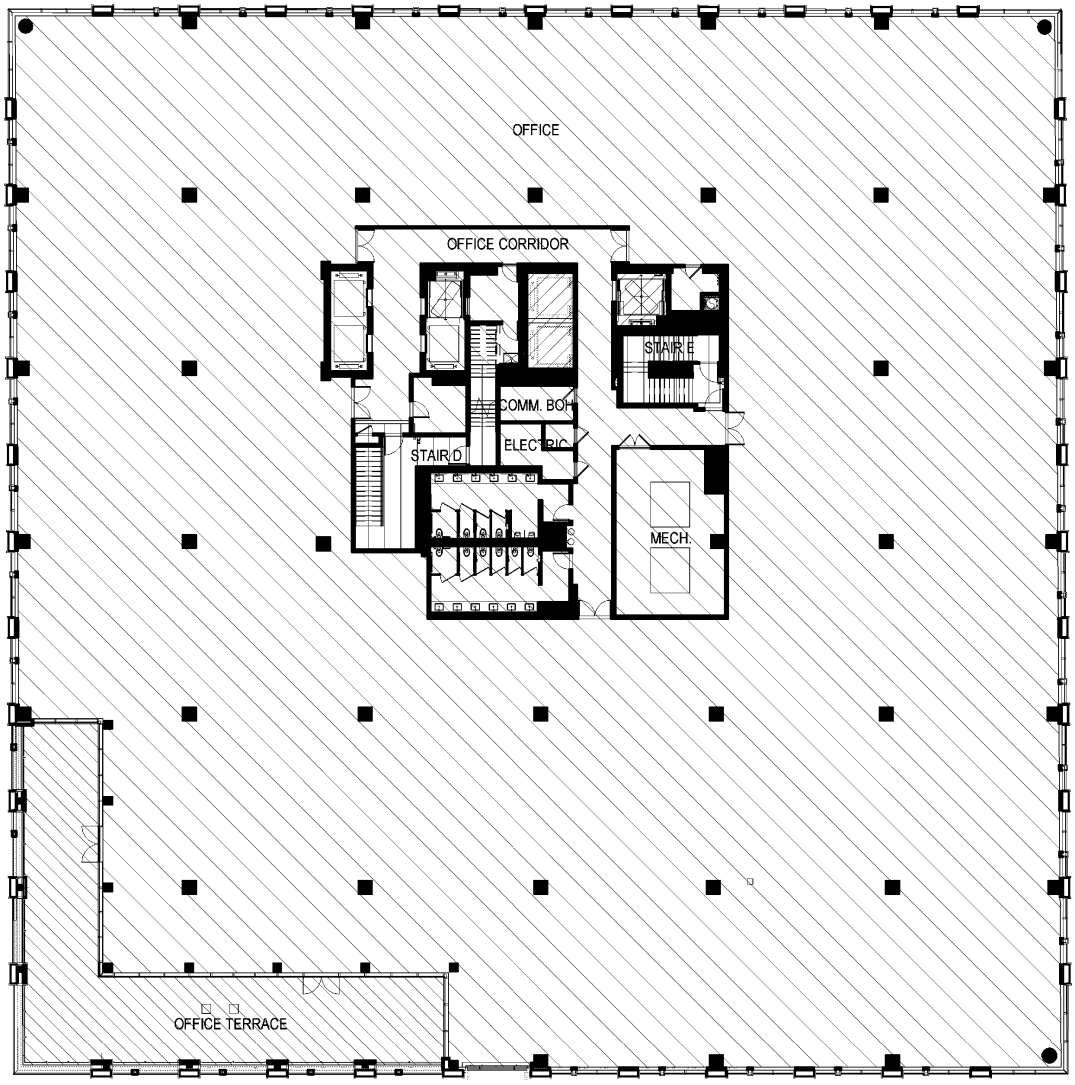
202 BROOME STREET
NEW YORK, NY 10002

Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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09/01/2020



OFFICE UNIT = 35, 241 SF

OFFICE TERRACE =2,194 SF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

5TH FLOOR

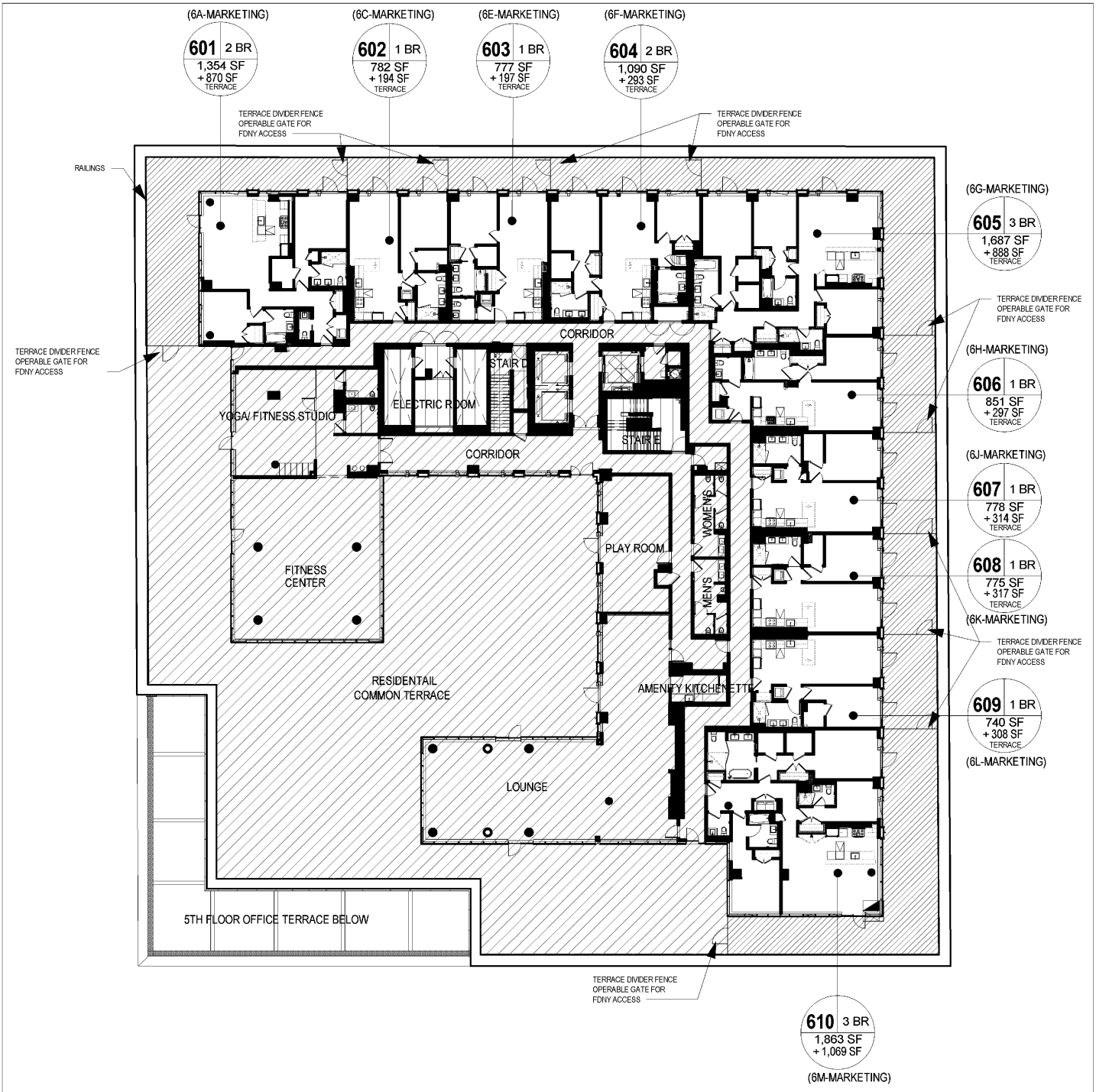
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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09/01/2020



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- MARKETLINE UNIT
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- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FLOOR DRAINS
- DAVIT SOCKET

6TH FLOOR

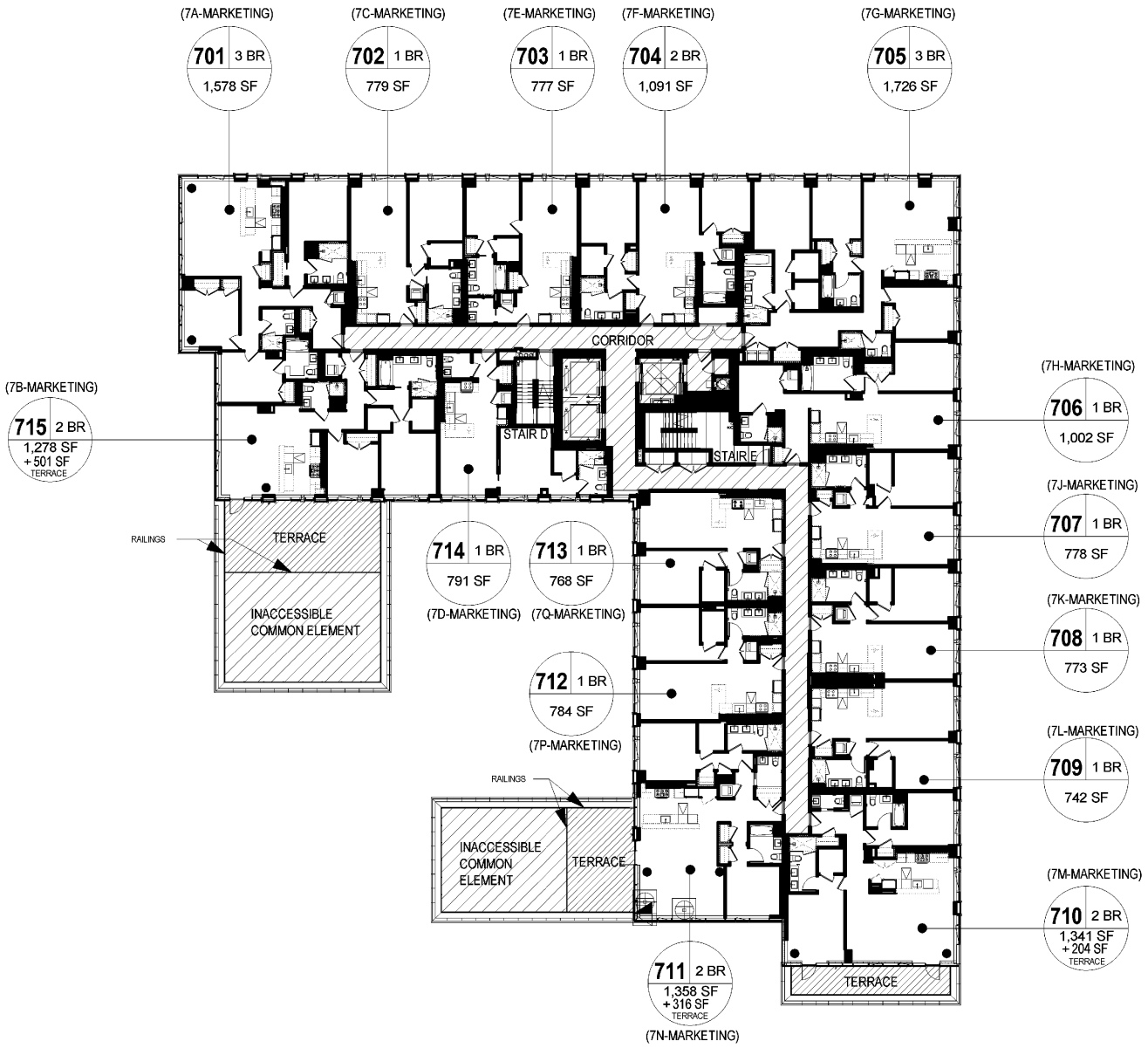
202 BROOME STREET
NEW YORK, NY 10002

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CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

7TH FLOOR

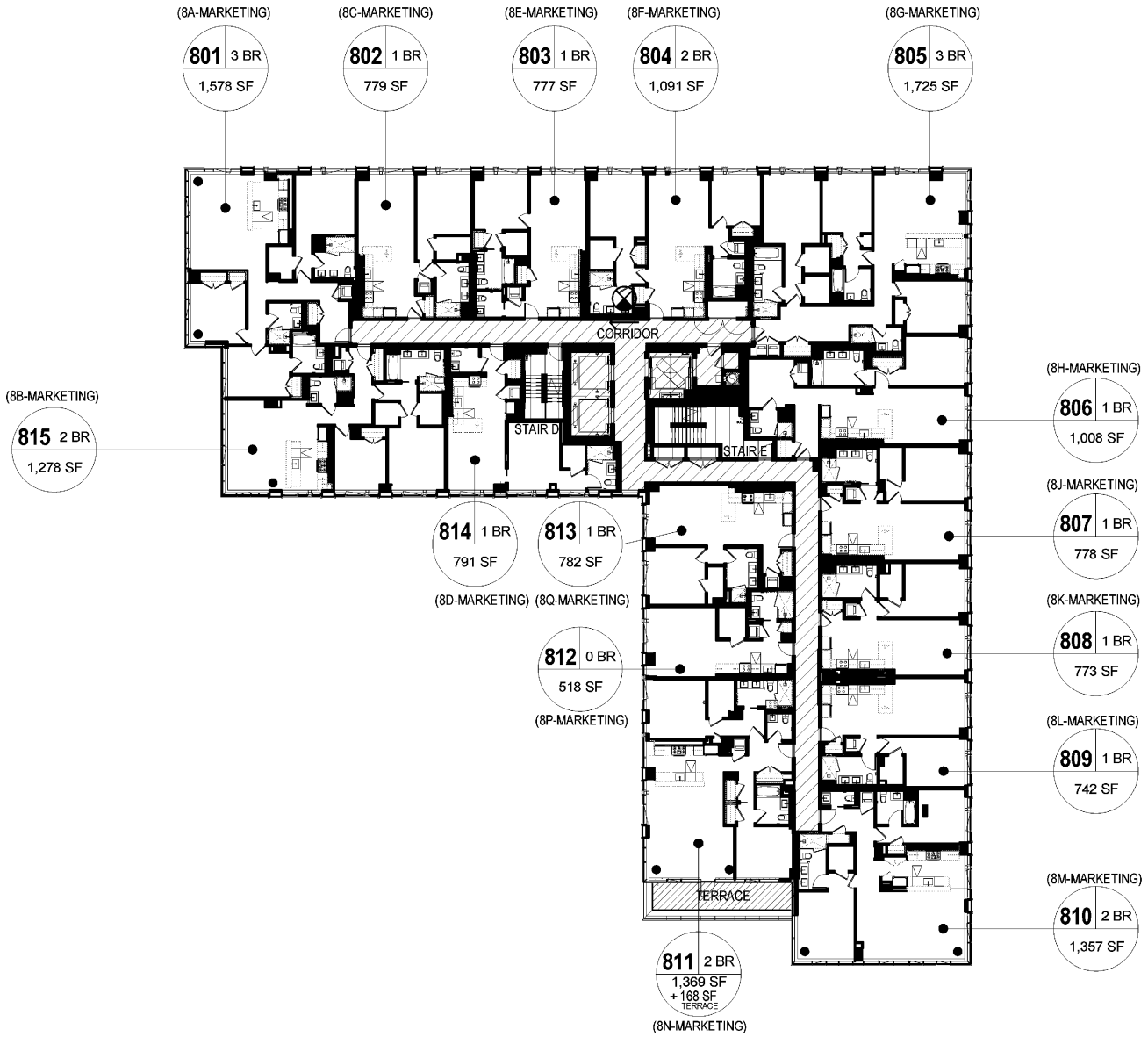
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

8TH FLOOR

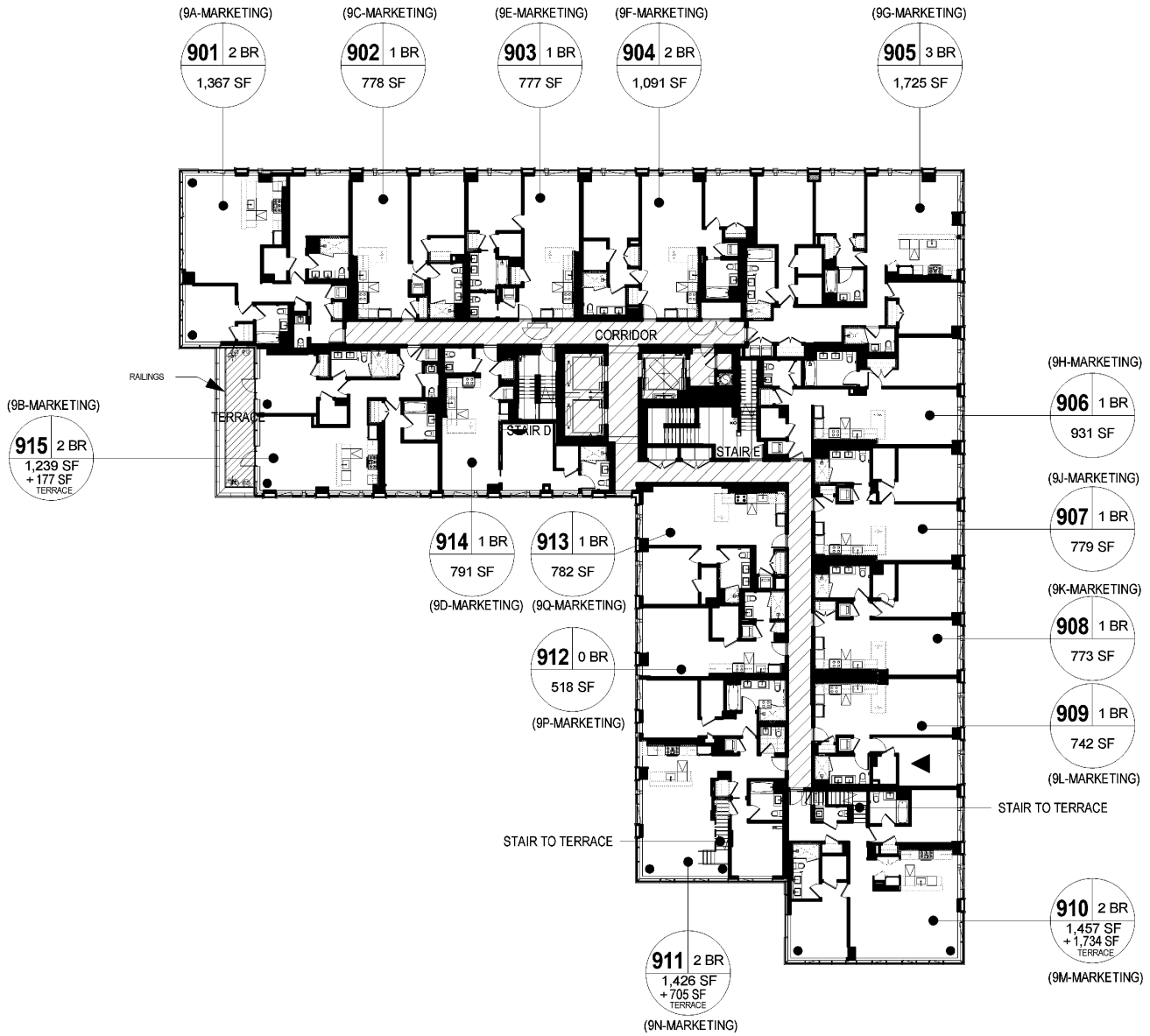
202 BROOME STREET,
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CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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- GENERAL COMMON ELEMENT
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- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

9TH FLOOR

202 BROOME STREET,
NEW YORK, NY 10002

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- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
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10TH FLOOR

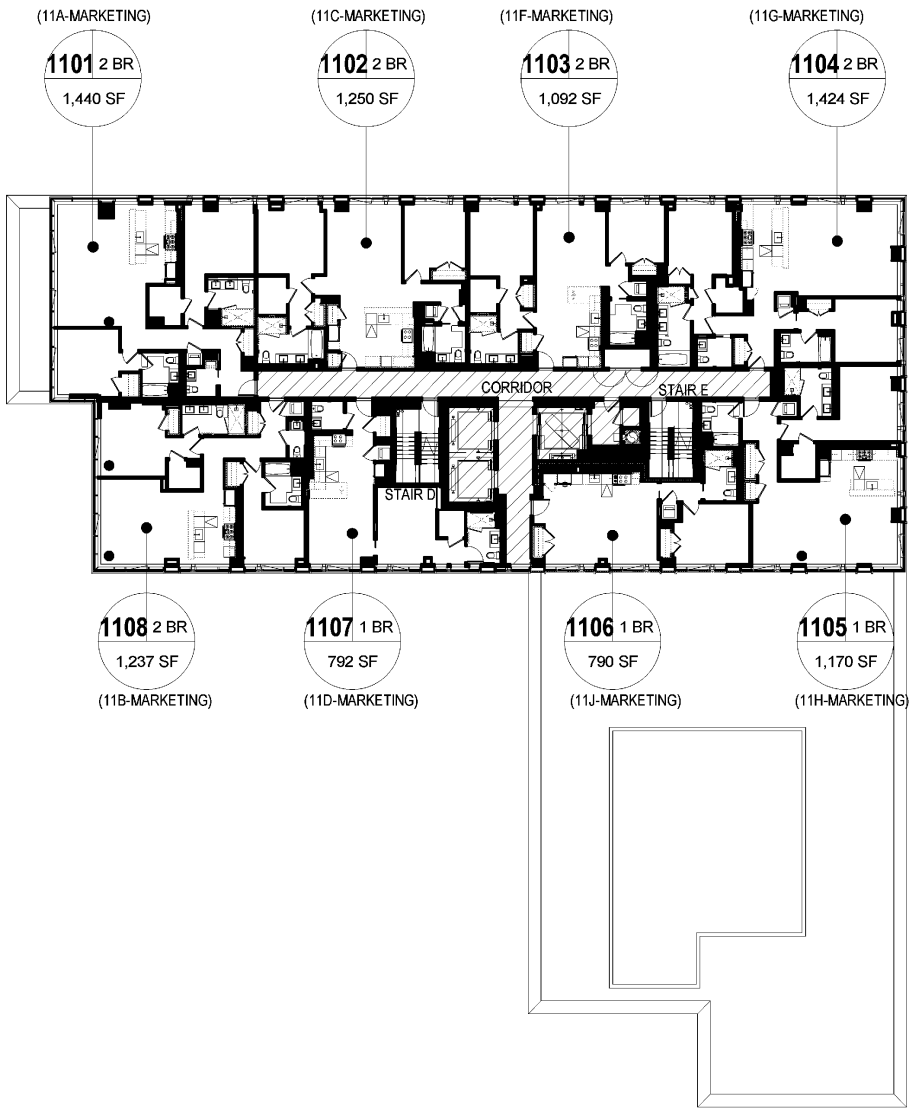
202 BROOME STREET,
NEW YORK, NY 10002

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CETRARUDDY ARCHITECTURE D.P.C
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- FD FD - FLOOR DRAINS
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11TH FLOOR

202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

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- FD FD - FLOOR DRAINS
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12TH FLOOR

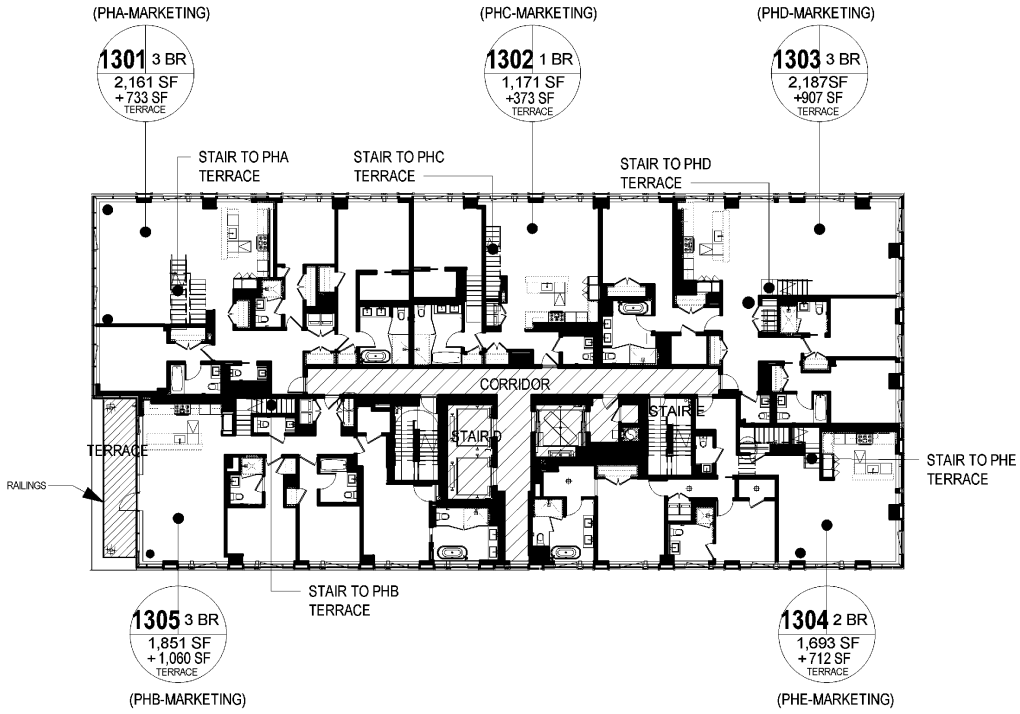
202 BROOME STREET,
NEW YORK, NY 10002

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CETRARUDDY ARCHITECTURE D.P.C
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- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

PENTHOUSE

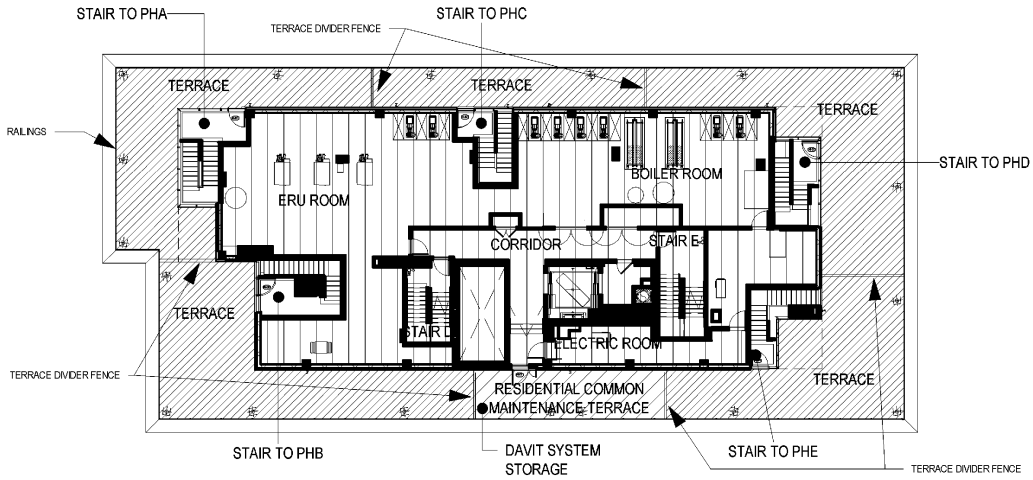
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

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- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
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PENTHOUSE ROOF

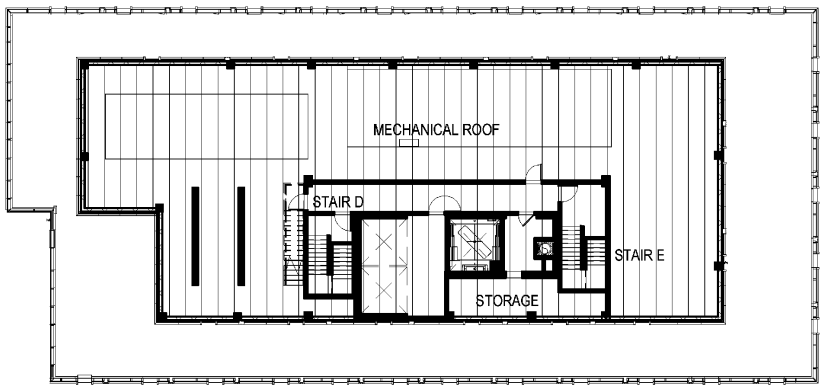
202 BROOME STREET,
NEW YORK, NY 10002

CETRARUDDY ARCHITECTURE D.P.C
One Battery Park Plaza
New York, N.Y. 10004

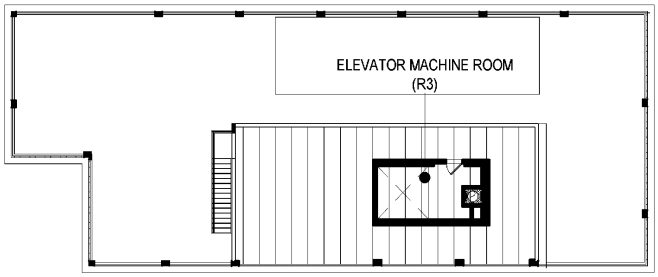
Site 3 DSA Owner LLC

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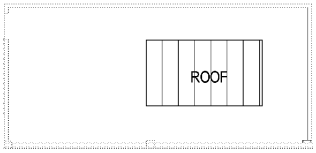
09/01/2020



BULKHEAD ROOF 1



BULKHEAD ROOF 2



EMR ROOF

- NON-RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL UNITS
- RESIDENTIAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- MARKETLINE UNIT
- OFFICE UNIT
- OFFICE LIMITED COMMON ELEMENT
- RETAIL UNIT
- BROOME STREET GARDENS UNIT
- GENERAL COMMON ELEMENT
- BROOME STREET GARDENS MARKETLINE COMMON ELEMENT
- FD FD - FLOOR DRAINS
- -DAVIT SOCKET

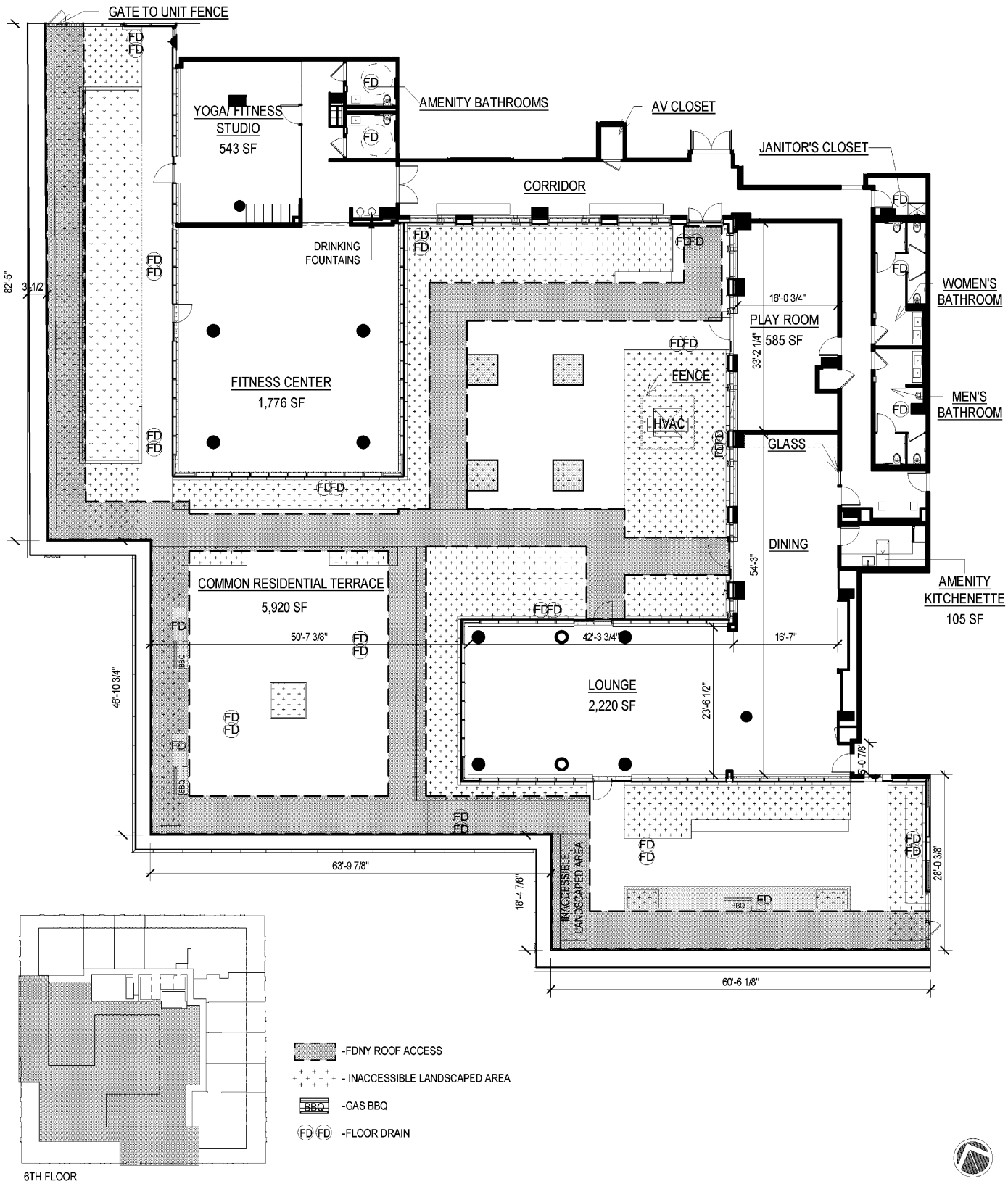
202 BROOME STREET
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09/01/2020



6TH FLOOR RESIDENTIAL AMENITIES

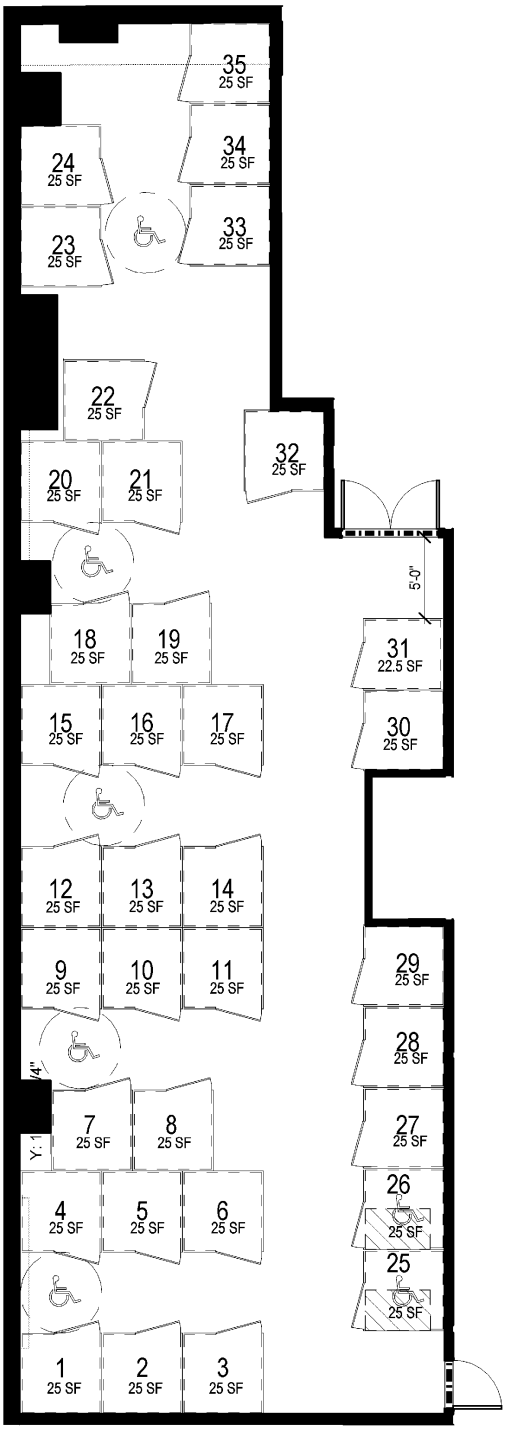
202 BROOME STREET
NEW YORK, NY 10002

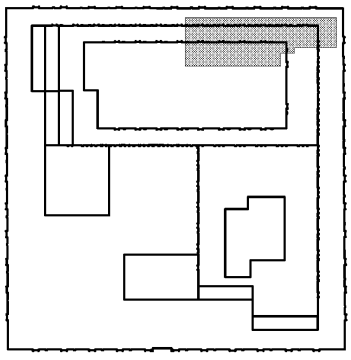
Site 3 DSA Owner LLC

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CELLAR FLOOR STORAGE LOCKERS

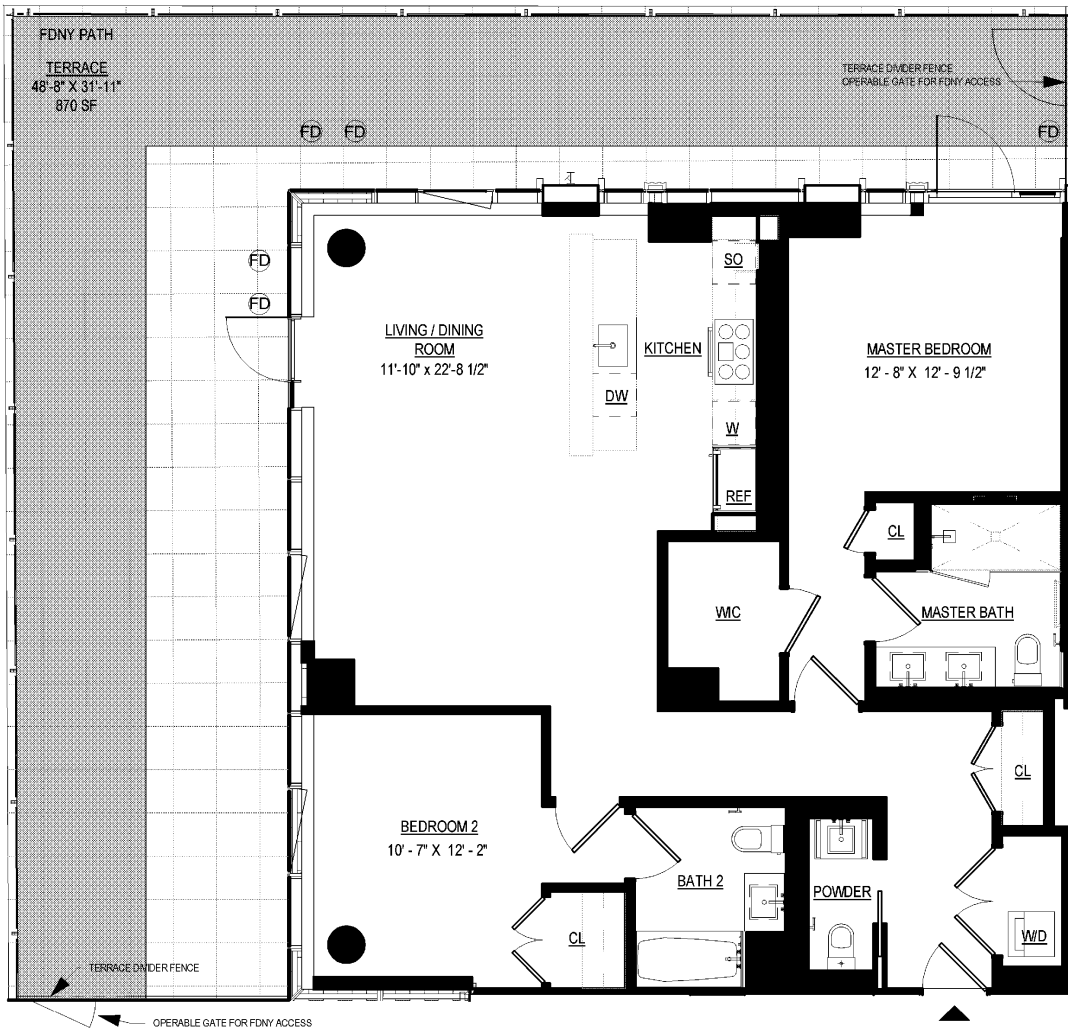
202 BROOME STREET,
NEW YORK, NY 10002

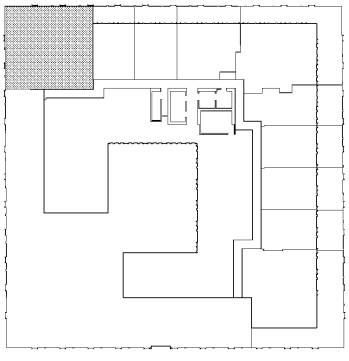
CETRARUDDY ARCHITECTURE D.P.C
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB

UNIT 601 (6A-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,354 SF
TERRACE AREA: 870 SF

0 2 4 8

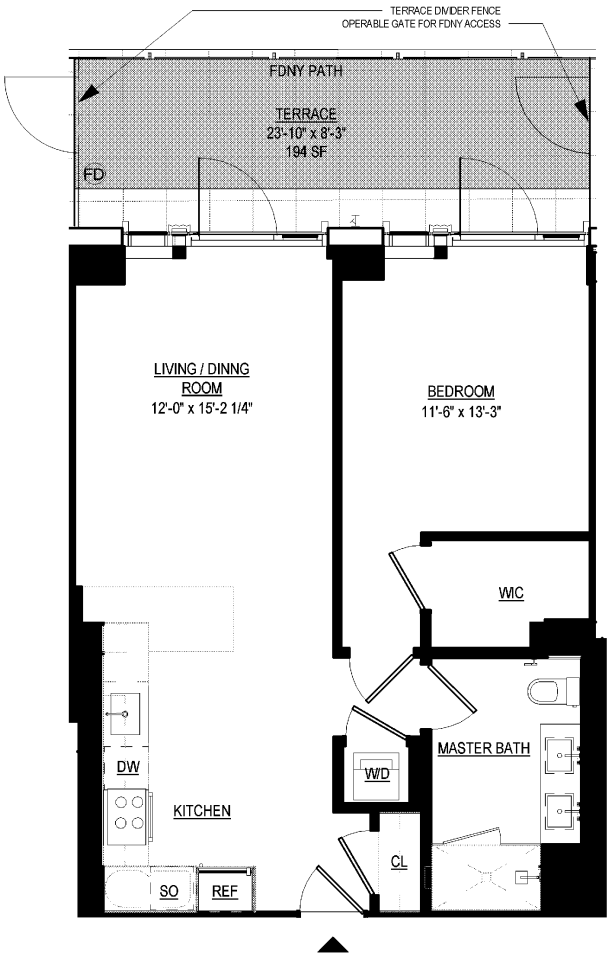
202 BROOME STREET,
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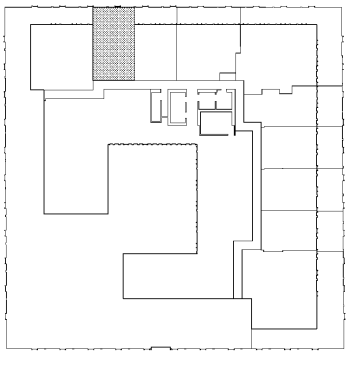
Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

UNIT 602 (6C-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 782 SF
TERRACE AREA: 194 SF

0 2 4 8

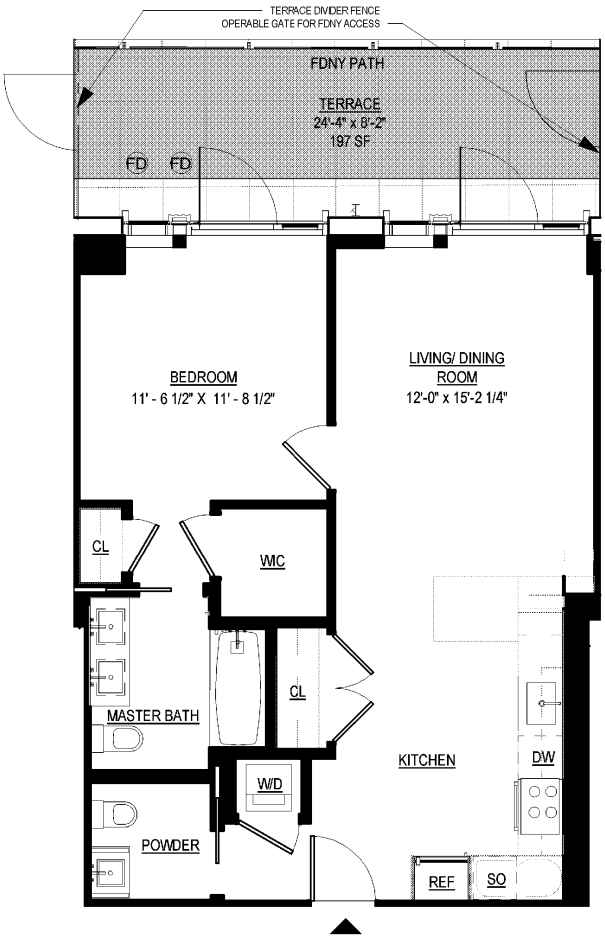
202 BROOME STREET,
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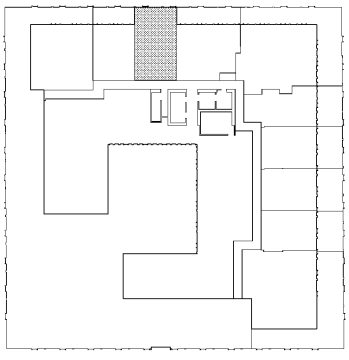
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

UNIT 603 (6E-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 777 SF
TERRACE AREA: 197 SF

0 2 4 8

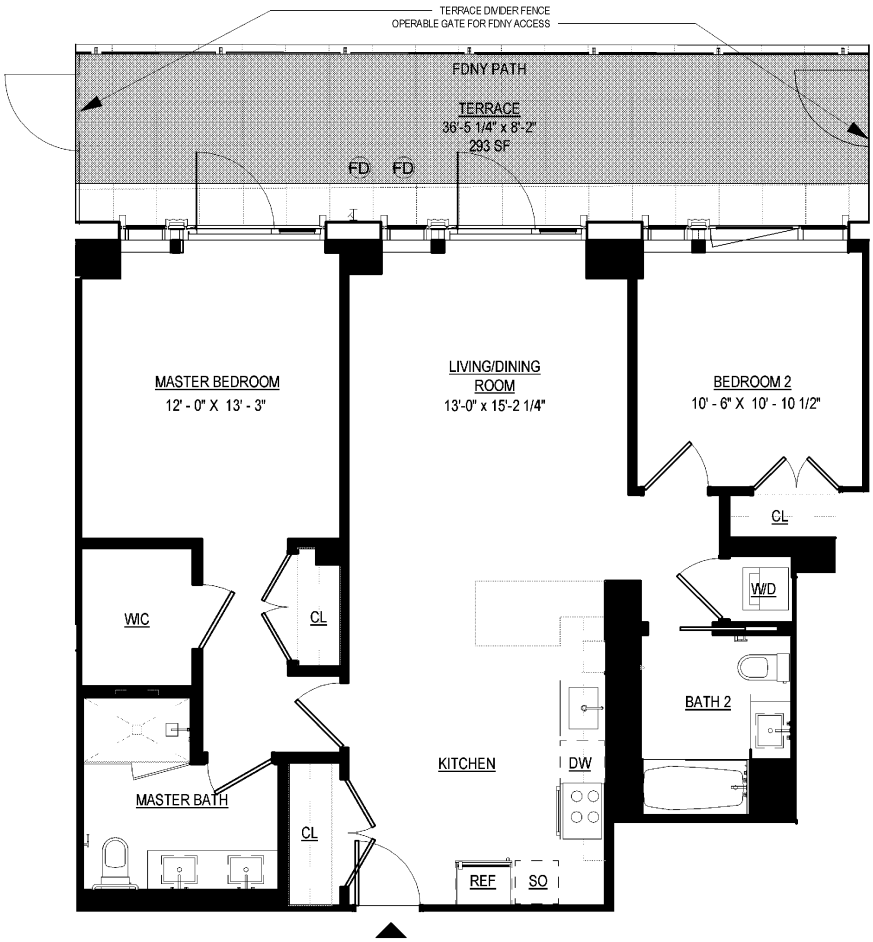
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NEW YORK, NY 10002

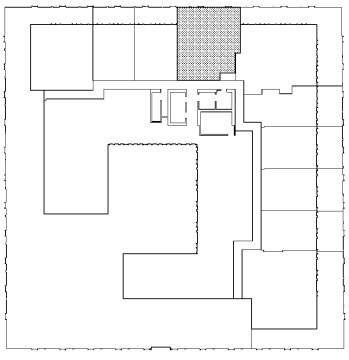
Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
New York, N.Y. 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOORS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

UNIT 604 (6F-MARKETING)
2 BEDROOM / 2 BATH

UNIT AREA: 1,090 SF
TERRACE AREA: 293 SF

0 2 4 8

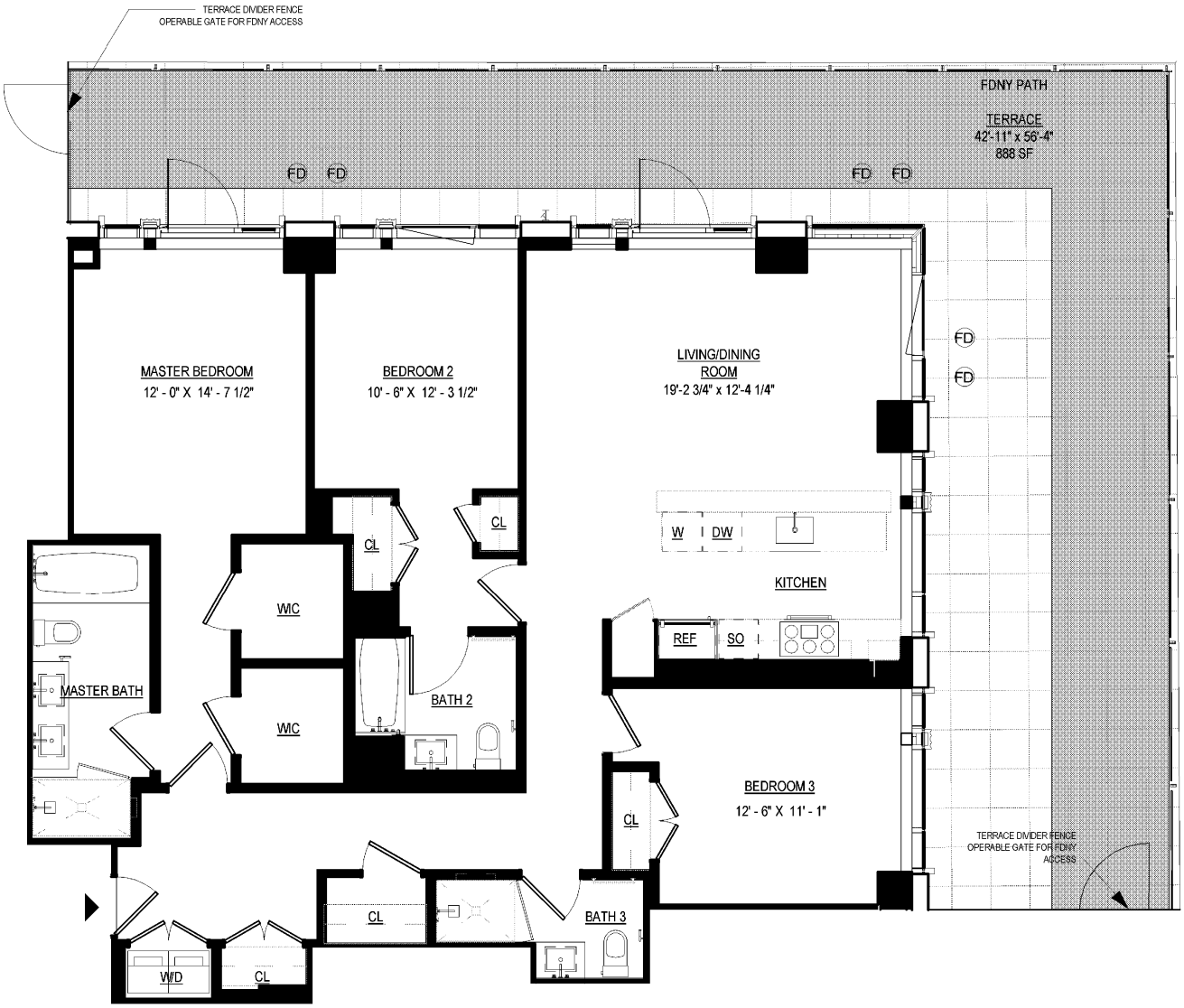
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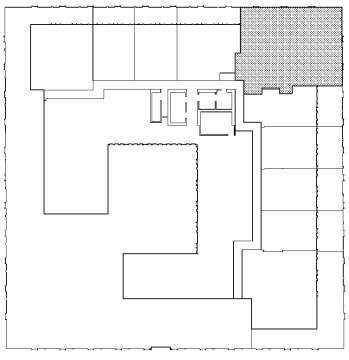
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB

UNIT 605 (6G-MARKETING)
3 BEDROOM / 3 BATH

UNIT AREA: 1,687 SF
TERRACE AREA: 888 SF

0 2 4 8

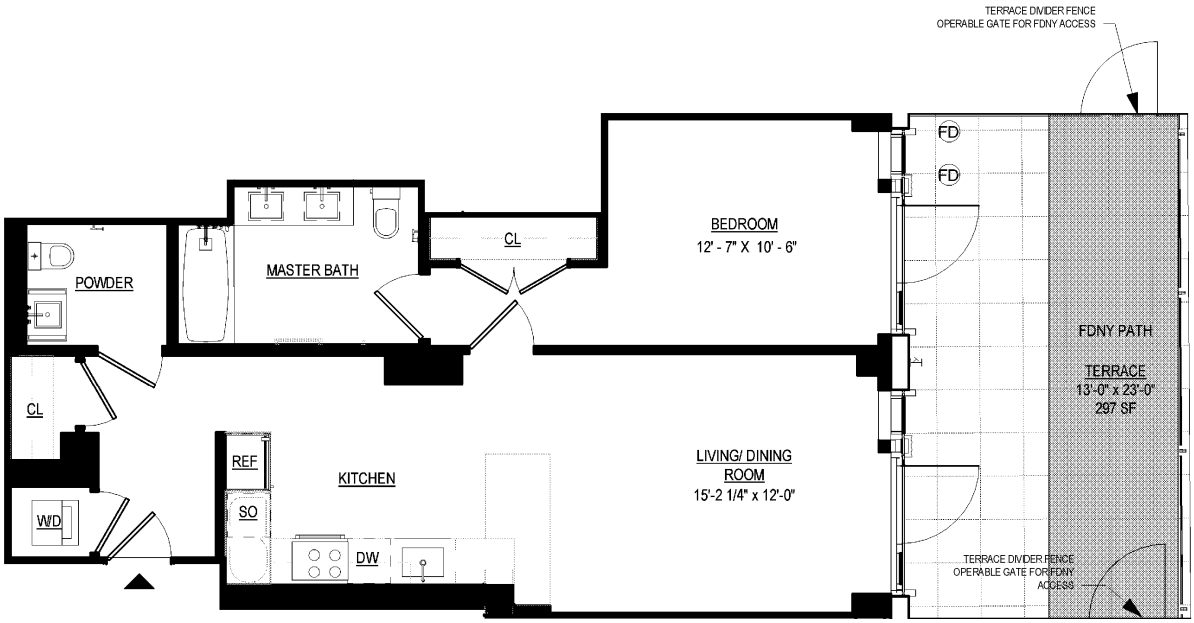
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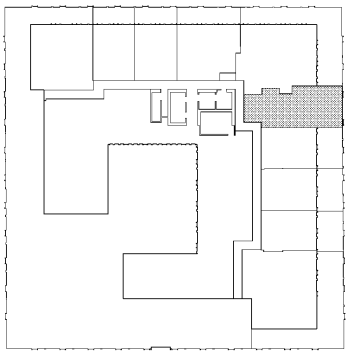
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09/01/2020





KEY PLAN

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

UNIT 606 (6H-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 851 SF
TERRACE AREA: 297 SF

0 2 4 8

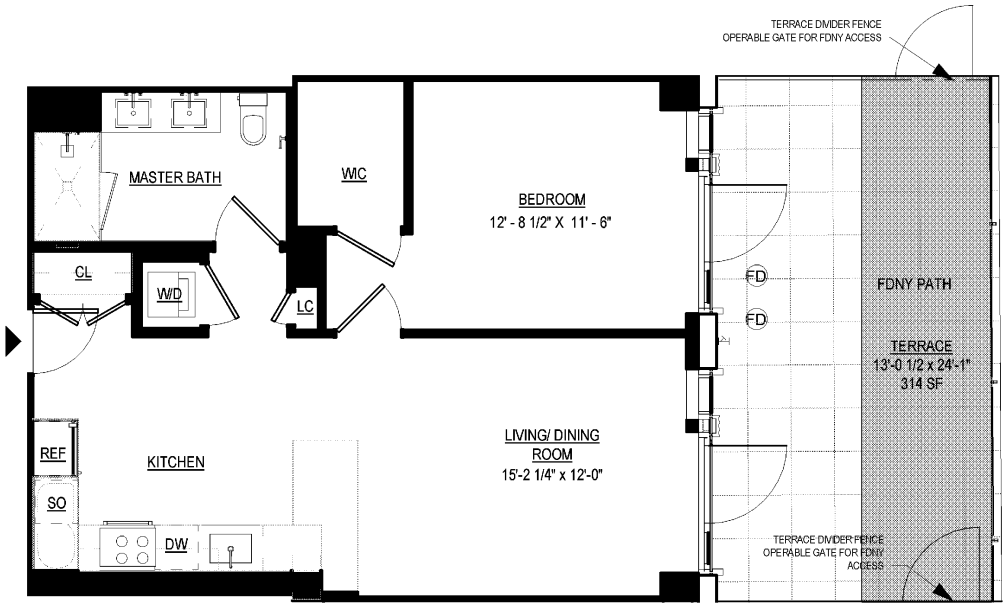
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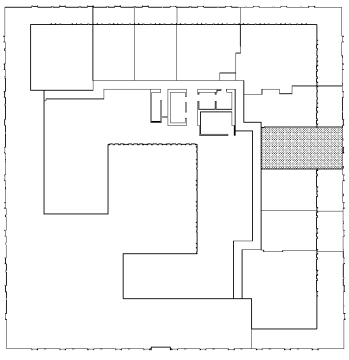
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

LC - LINEN CLOSET

UNIT 607 (6J-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 778 SF
TERRACE AREA: 314 SF

0 2 4 8

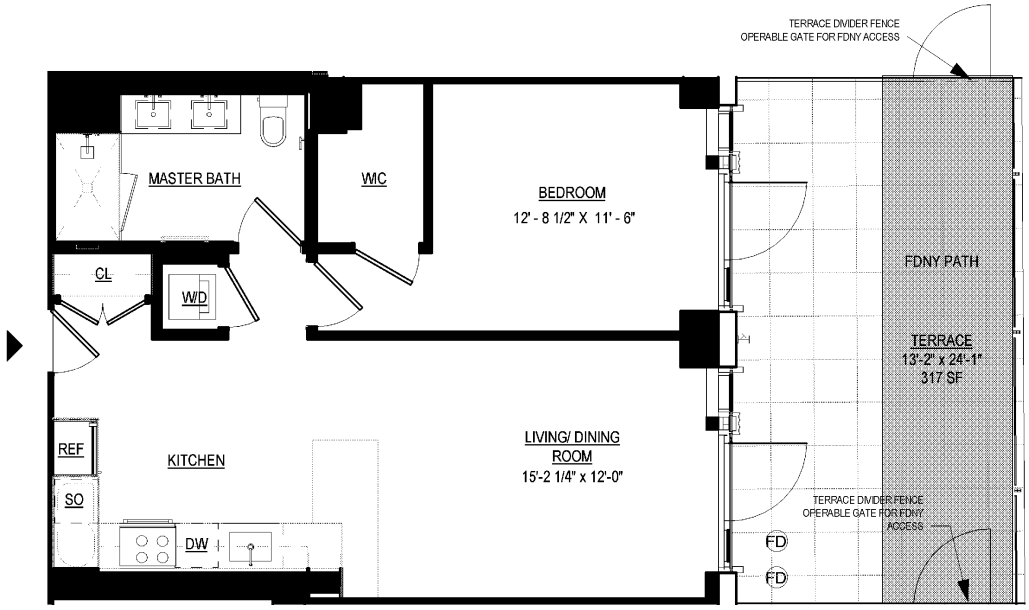
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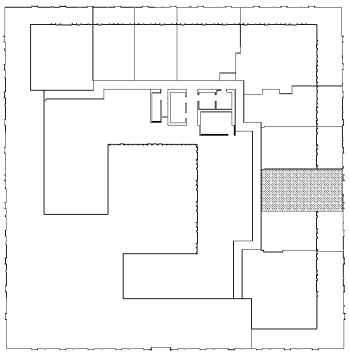
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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

UNIT 608 (6K-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 775 SF
TERRACE AREA: 317 SF

0 2 4 8

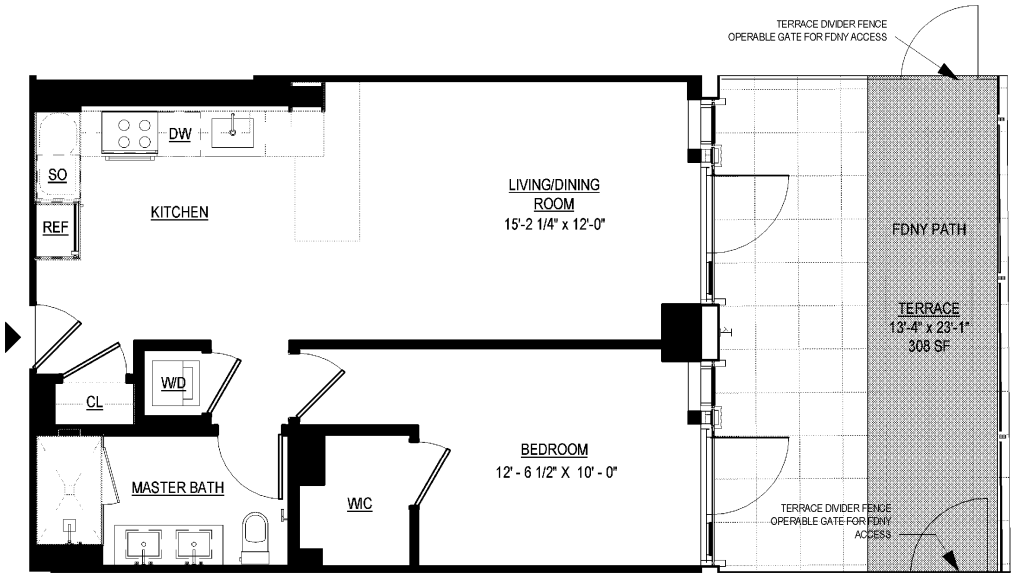
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NEW YORK, NY 10002

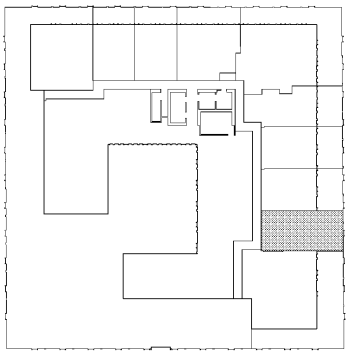
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

- GAS CONNECTION/ HOSE BIB

UNIT 609 (6L-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 740 SF
TERRACE AREA: 308 SF

0 2 4 8

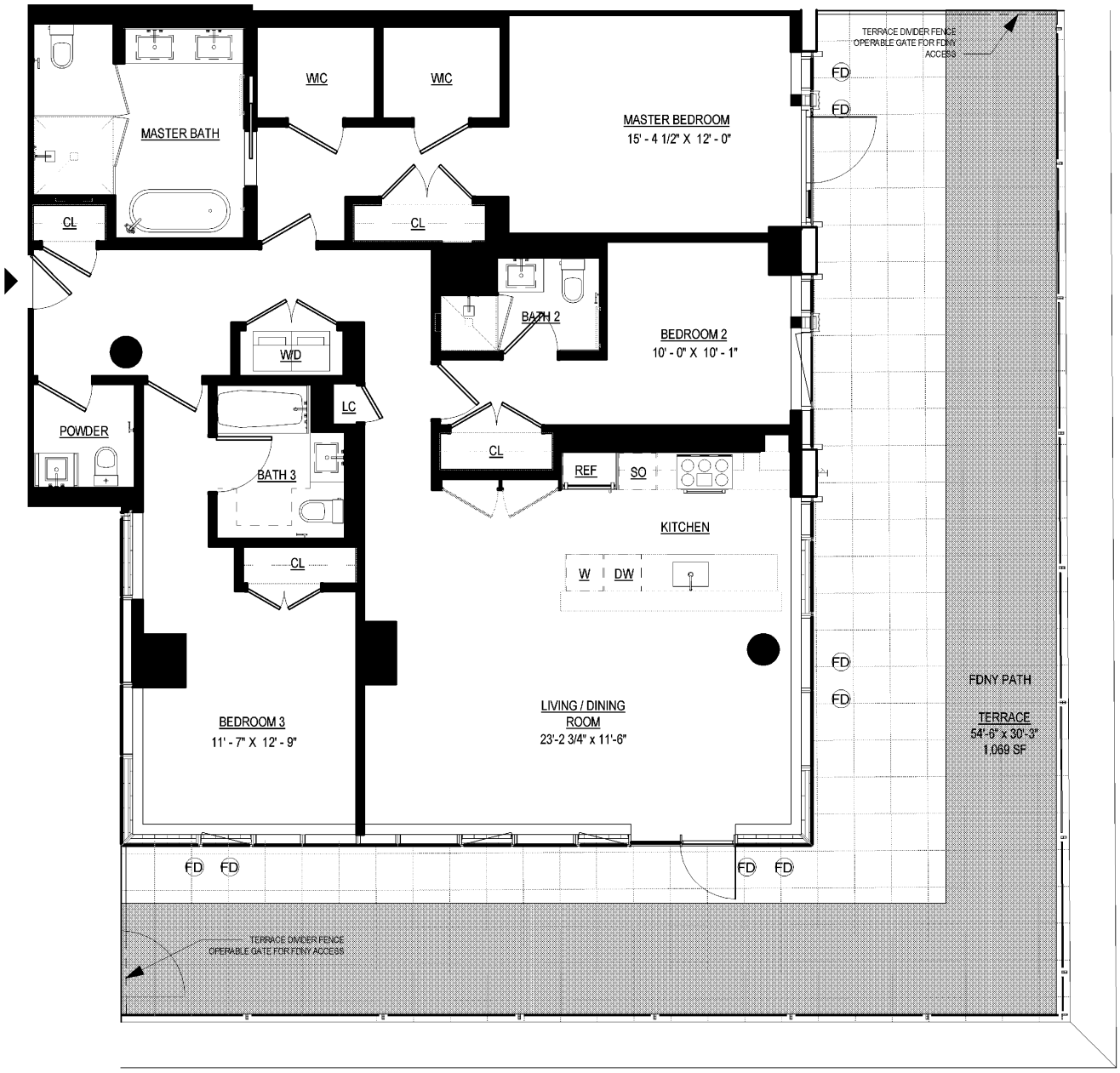
202 BROOME STREET,
NEW YORK, NY 10002

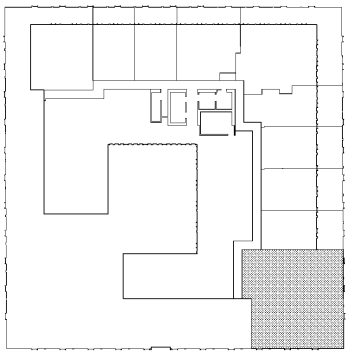
Site 3 DSA Owner LLC

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KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
LC - LINEN CLOSET

UNIT 610 (6M-MARKETING)
3 BEDROOM / 3.5 BATH

UNIT AREA: 1,863 SF
TERRACE AREA: 1,069 SF

0 2 4 8

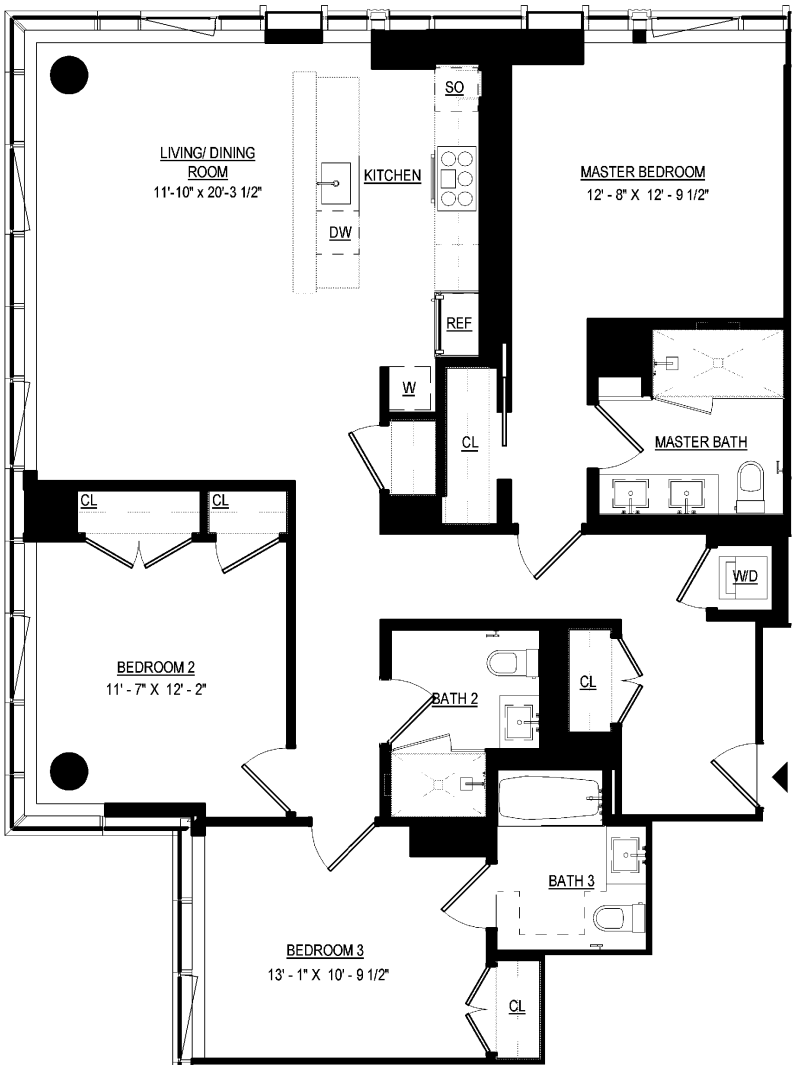
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NEW YORK, NY 10002

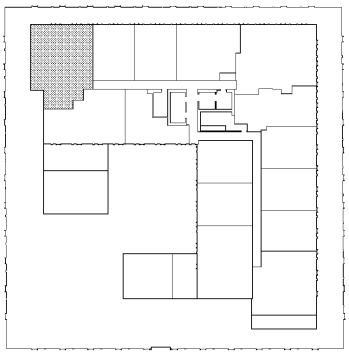
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER

UNIT 701 (7A-MARKETING)
UFAS-MOBILITY
3 BEDROOM / 3 BATH

UNIT AREA: 1,578 SF

0 2 4 8

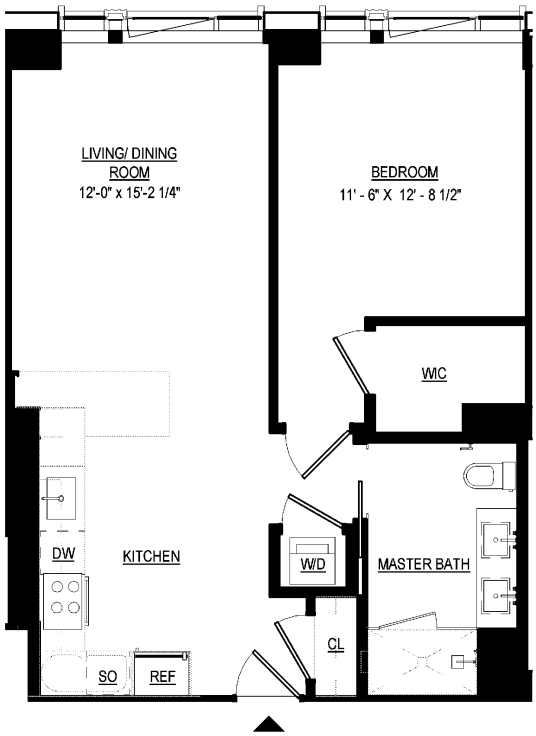
202 BROOME STREET,
NEW YORK, NY 10002

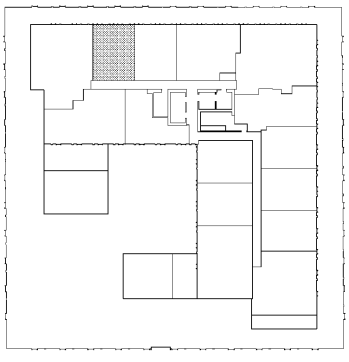
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

W/C -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 702 (7C-MARKETING)
UFAS-MOBILITY
1 BEDROOM / 1 BATH

UNIT AREA: 779 SF

0 2 4 8

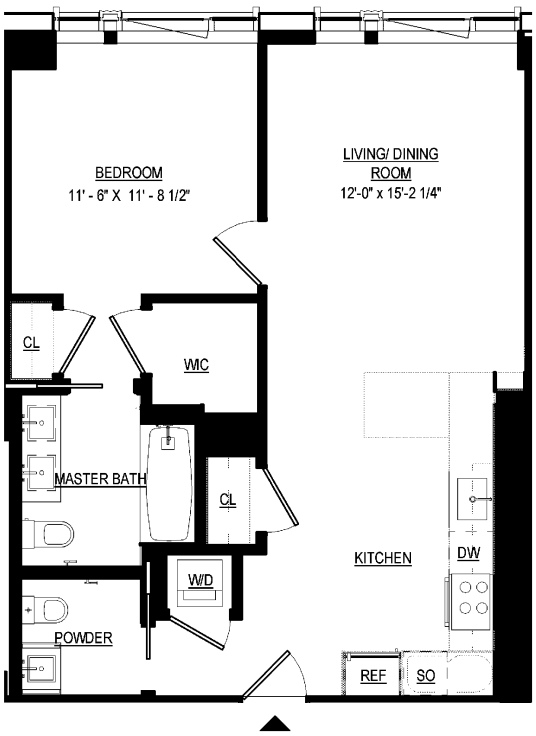
202 BROOME STREET,
NEW YORK, NY 10002

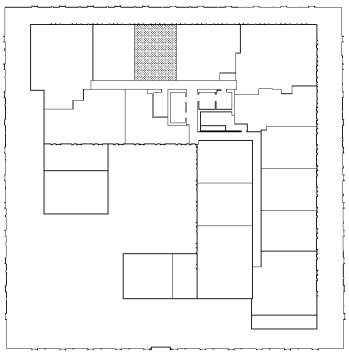
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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 703, 803 (7E,8E-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 777 SF

0 2 4 8

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NEW YORK, NY 10002

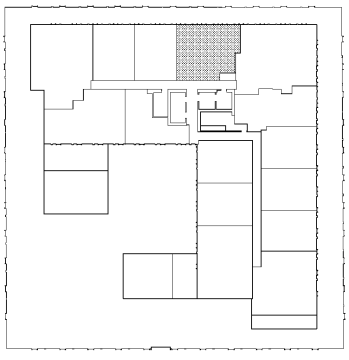
Site 3 DSA Owner LLC

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KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR

UNIT 704, 804, 904
(7F, 8F, 9F-MARKETING)
2 BEDROOM / 2 BATH

UNIT AREA: 1,091 SF

0 2 4 8

202 BROOME STREET,
NEW YORK, NY 10002

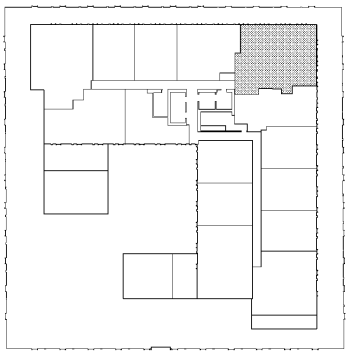
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER

UNIT 705 (7G-MARKETING)
3 BEDROOM / 3 BATH

UNIT AREA: 1,726 SF

0 2 4 8

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NEW YORK, NY 10002

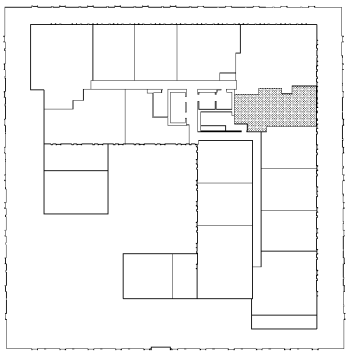
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09/01/2020





KEY PLAN

* NON HABITABLE SPACE

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

UNIT 706 (7H-MARKETING)
1 BEDROOM / 2 BATH

UNIT AREA: 1,002 SF

0 2 4 8

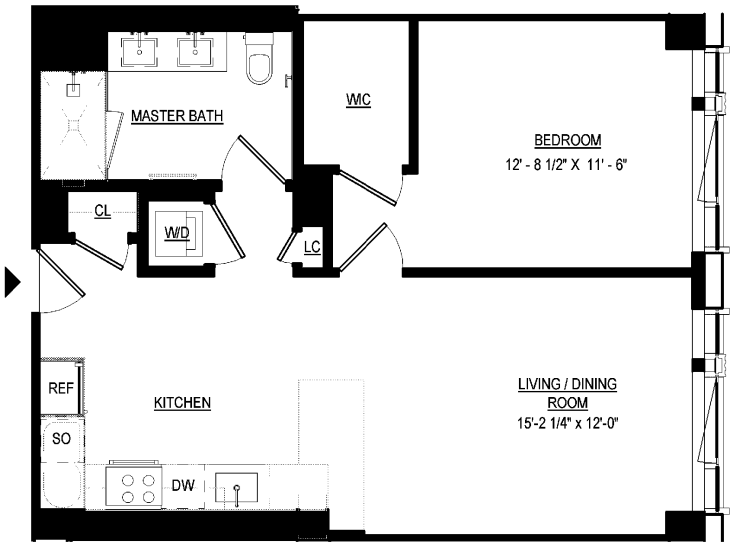
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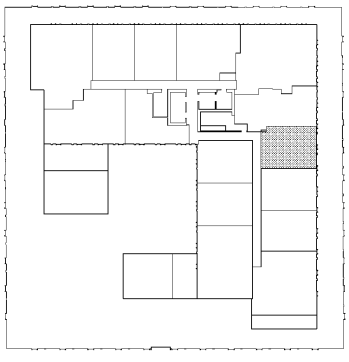
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KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR
LC - LINEN CLOSET

UNIT 707 (7J-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 778 SF

0 2 4 8

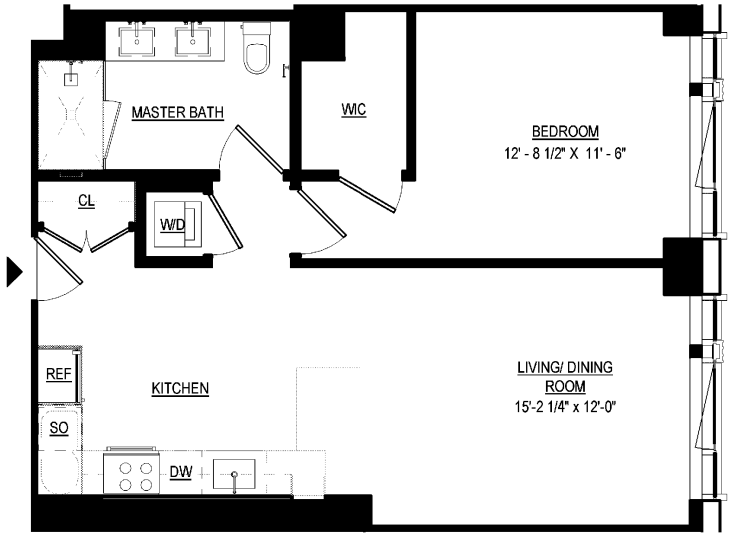
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NEW YORK, NY 10002

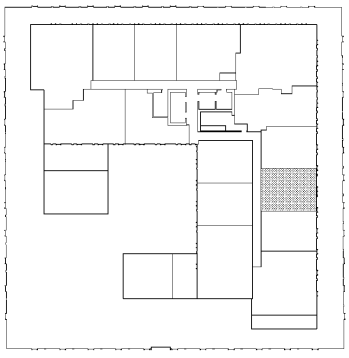
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09/01/2020





KEY PLAN

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

UNIT 708, 808, 908 (7K, 8K, 9K-MARKETING)
1 BEDROOM / 1 BATH

FLOOR AREA: 773 SF

0 2 4 8

202 BROOME STREET,
NEW YORK, NY 10002

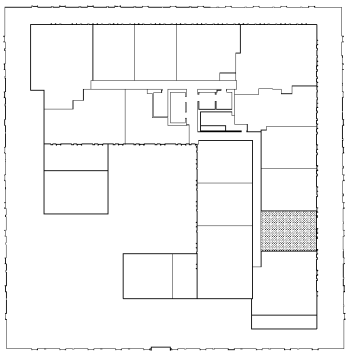
Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
New York, N.Y. 10004

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 709, 809, 909 (7L, 8L, 9L-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 742 SF

0 2 4 8

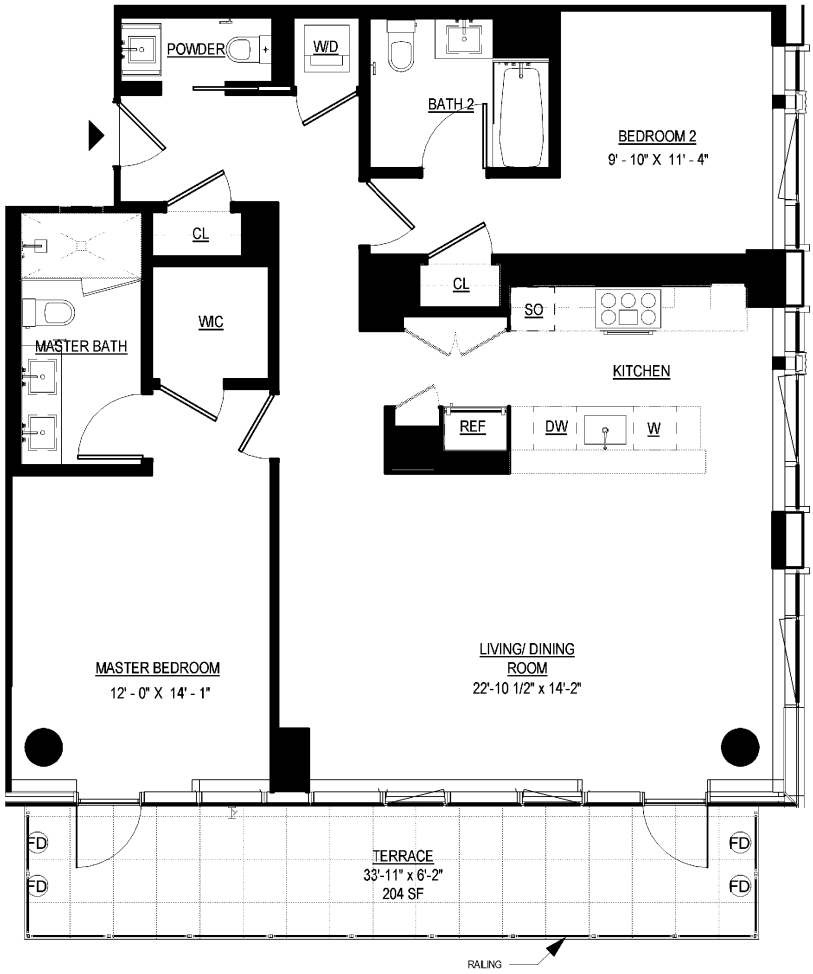
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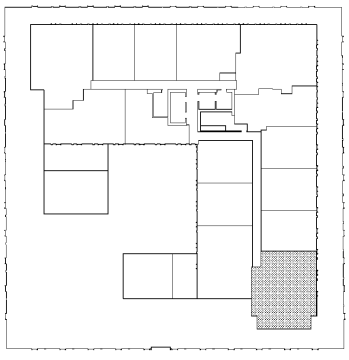
Site 3 DSA Owner LLC

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New York, N.Y. 10004

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB

UNIT 710 (7M-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,341 SF
TERRACE: 204 SF

0 2 4 8

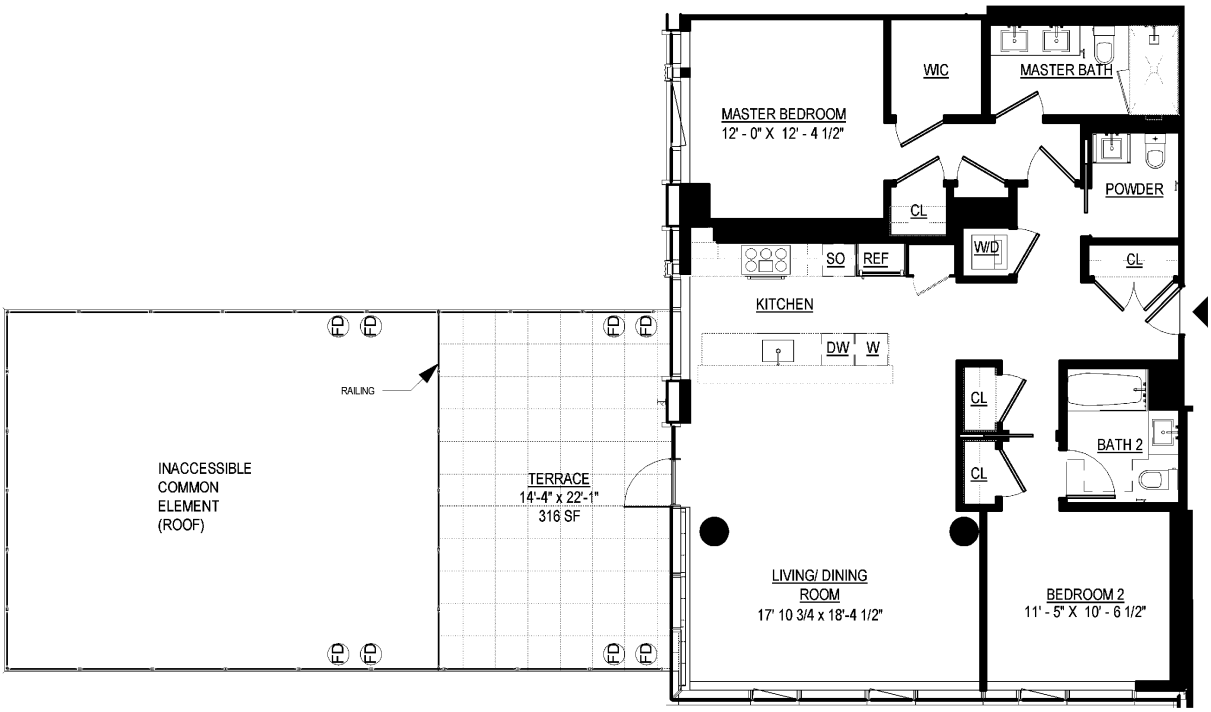
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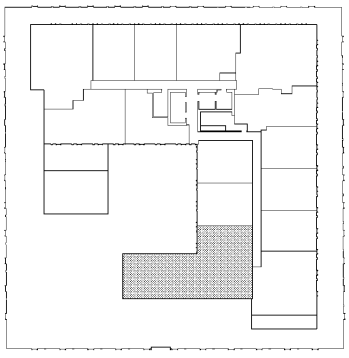
Site 3 DSA Owner LLC

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KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB

UNIT 711 (7N-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,358 SF
TERRACE: 316 SF

0 2 4 8 16

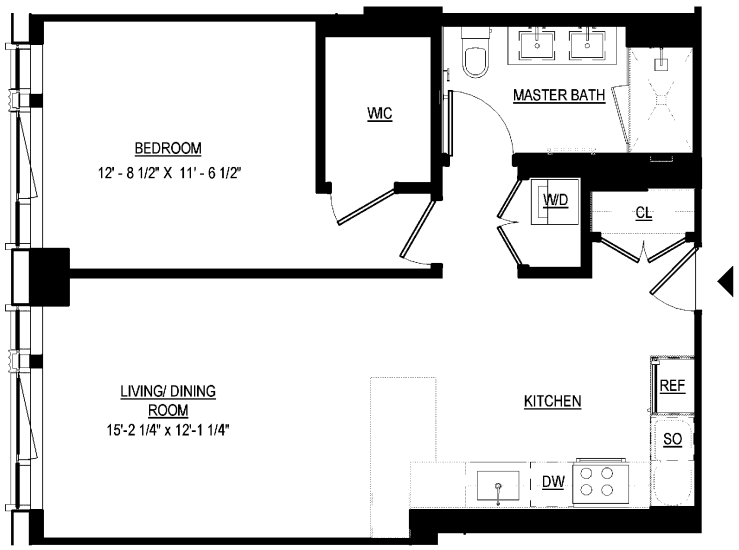
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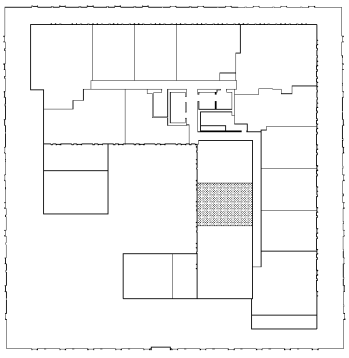
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR

UNIT 712 (7P-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 784 SF

0 2 4 8

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NEW YORK, NY 10002

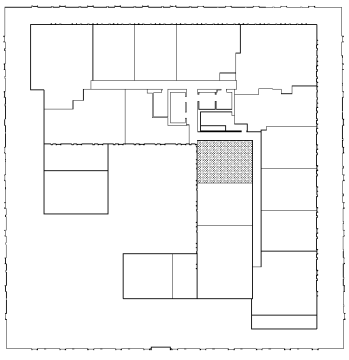
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KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR

UNIT 713 (7Q-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 768 SF

0 2 4 8

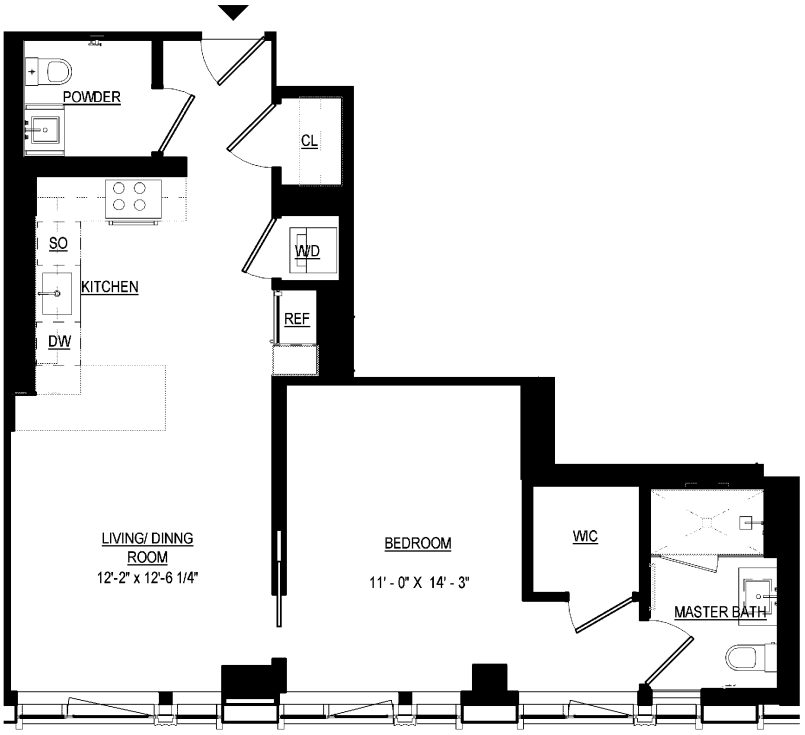
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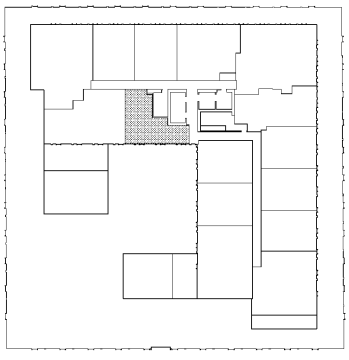
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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 714, 814, 914
(7D, 8D, 9D-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 791 SF

0 2 4 8

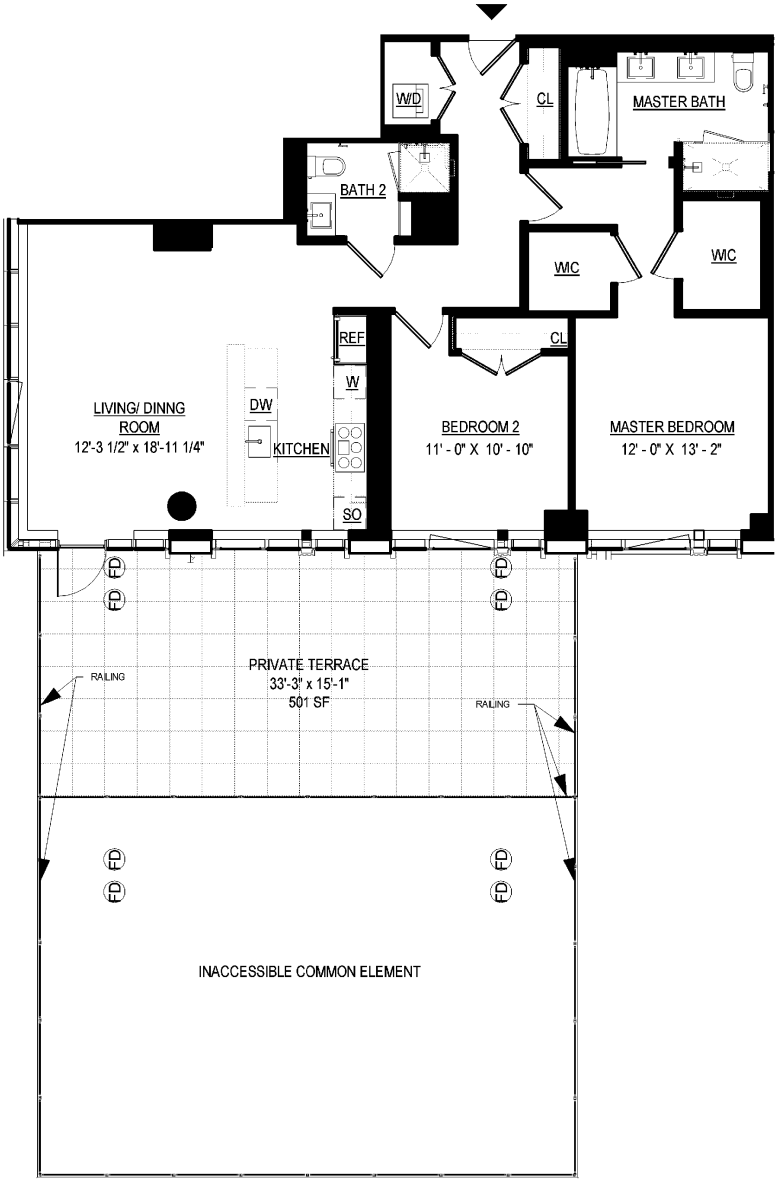
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NEW YORK, NY 10002

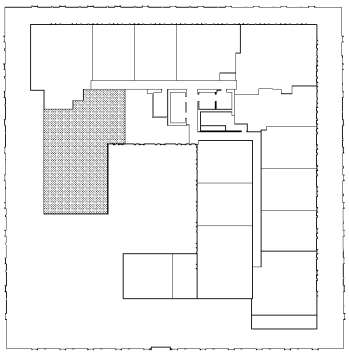
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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

UNIT 715 (7B-MARKETING)
2 BEDROOM / 2 BATH

UNIT AREA: 1,278 SF
TERRACE: 501 SF

0 2 4 8 16

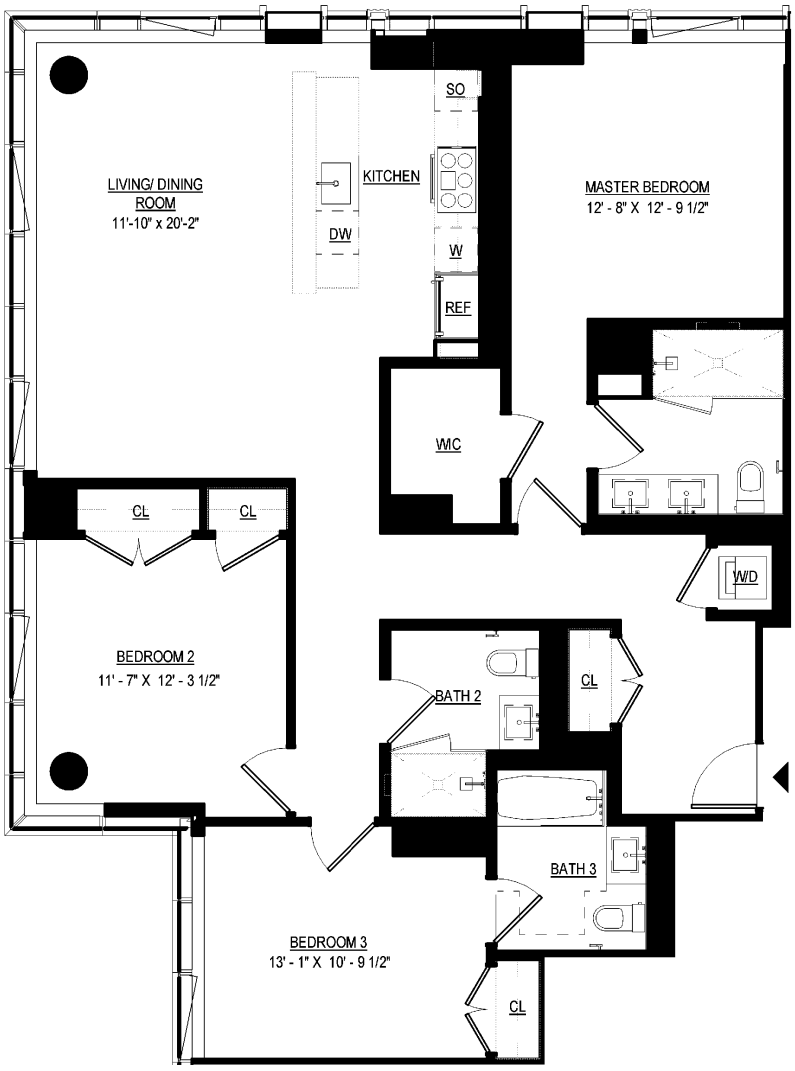
202 BROOME STREET,
NEW YORK, NY 10002

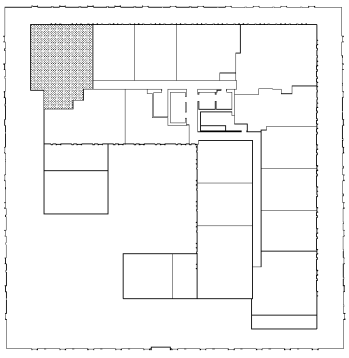
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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

UNIT 801 (8A-MARKETING)
UFAS- V & H
3 BEDROOM / 3 BATH

UNIT AREA: 1,578 SF

0 2 4 8

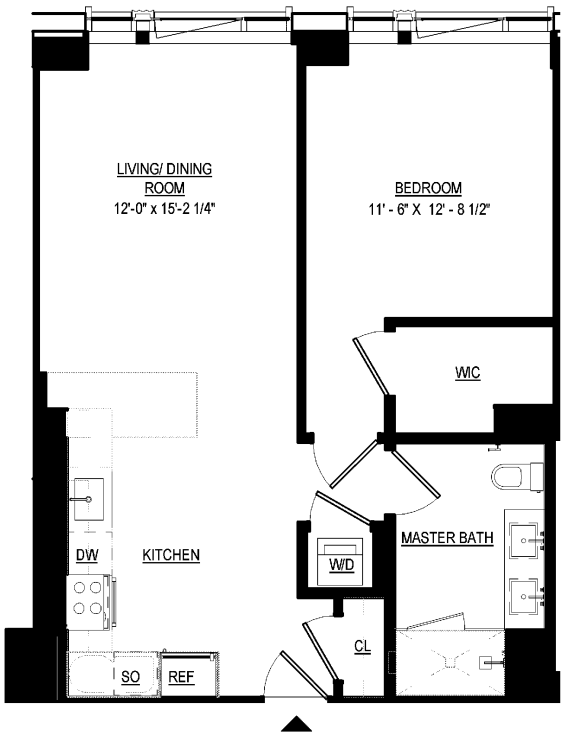
202 BROOME STREET,
NEW YORK, NY 10002

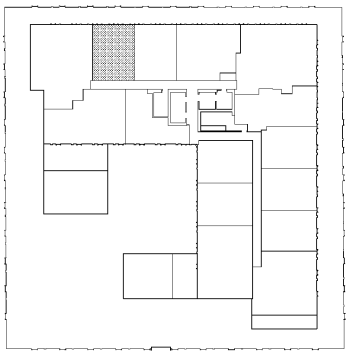
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 802 (8C-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 779 SF

0 2 4 8

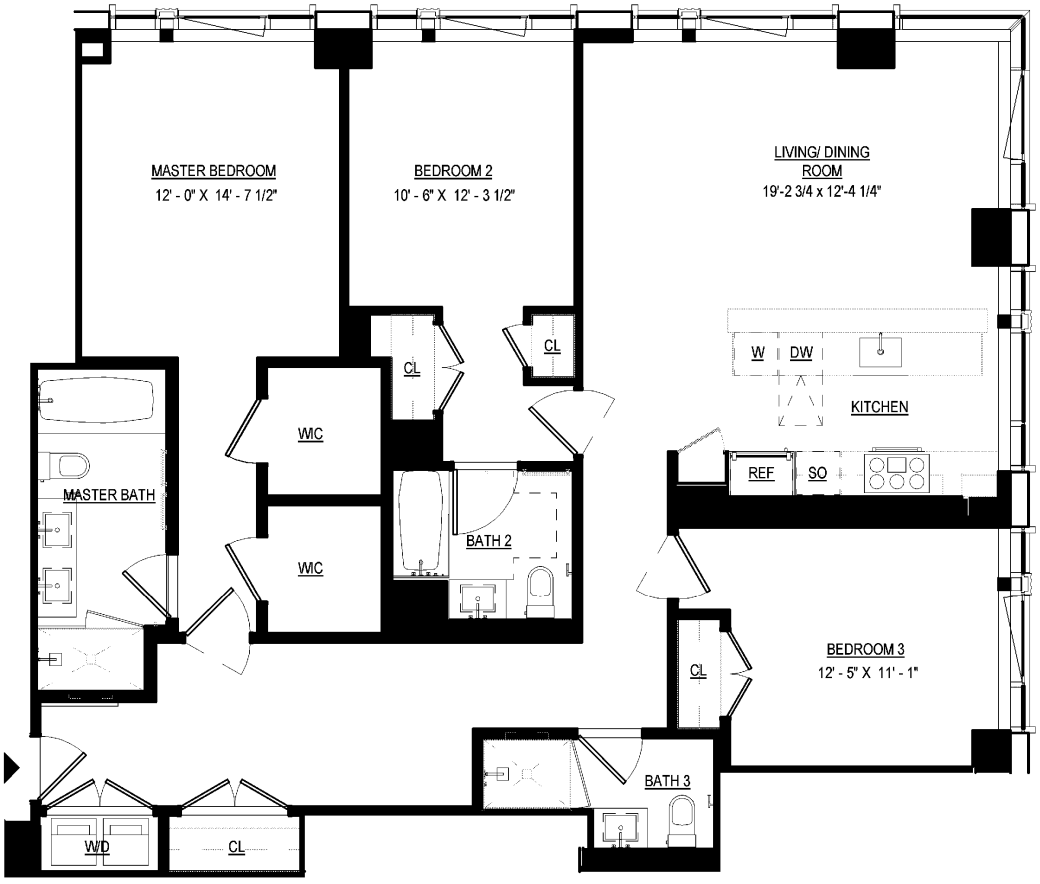
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NEW YORK, NY 10002

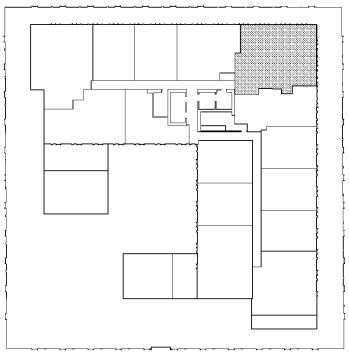
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER

UNIT 805, 905 (8G, 9G-MARKETING)
3 BEDROOM / 3 BATH

UNIT AREA: 1,725 SF

0 2 4 8

202 BROOME STREET,
NEW YORK, NY 10002

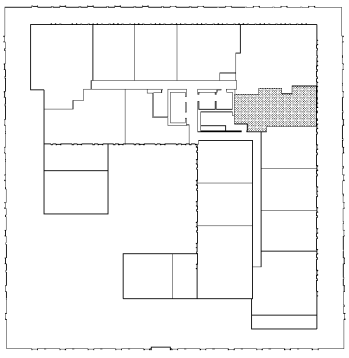
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

* NON HABITABLE SPACE

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

UNIT 806 (8H-MARKETING)
1 BEDROOM / 2 BATH

UNIT AREA: 1,008 SF

0 2 4 8

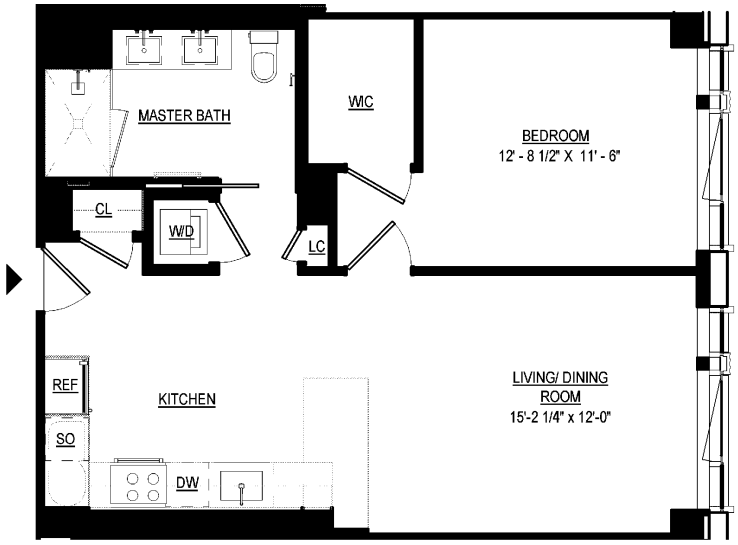
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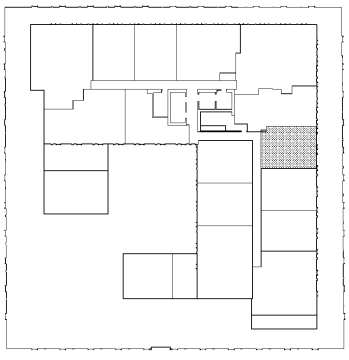
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR
LC - LINEN CLOSET

UNIT 807 (8J -MARKETING)
UFAS-MOBILITY
1 BEDROOM / 1 BATH

UNIT AREA: 778 SF

0 2 4 8

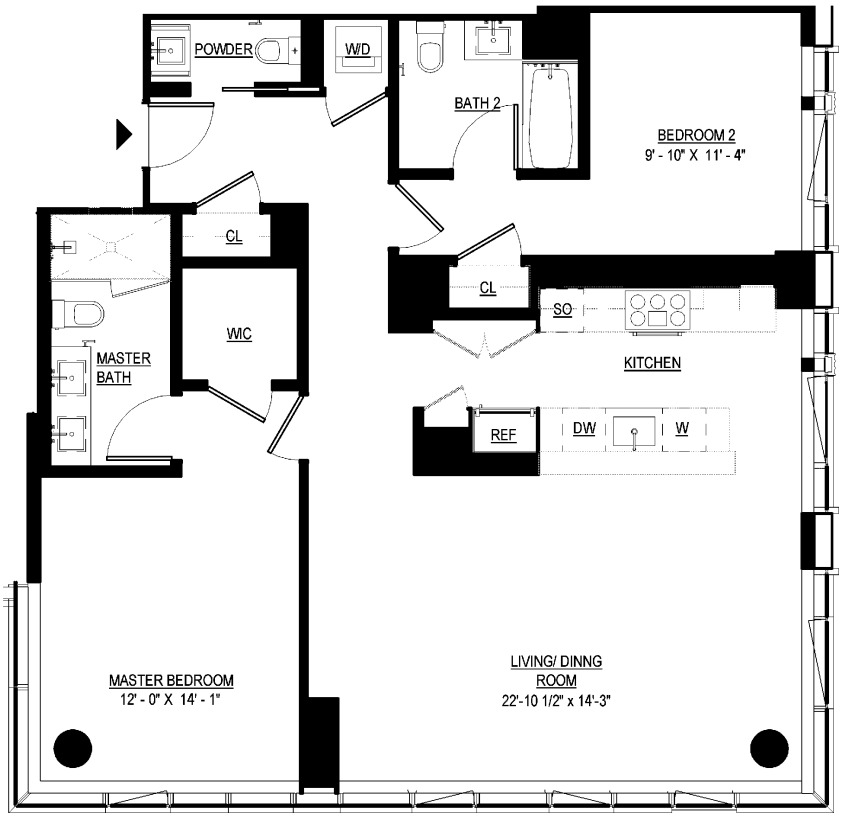
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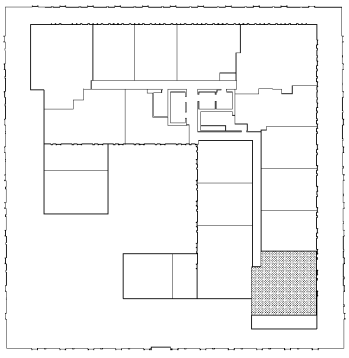
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

UNIT 810 (8M-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,357 SF

0 2 4 8

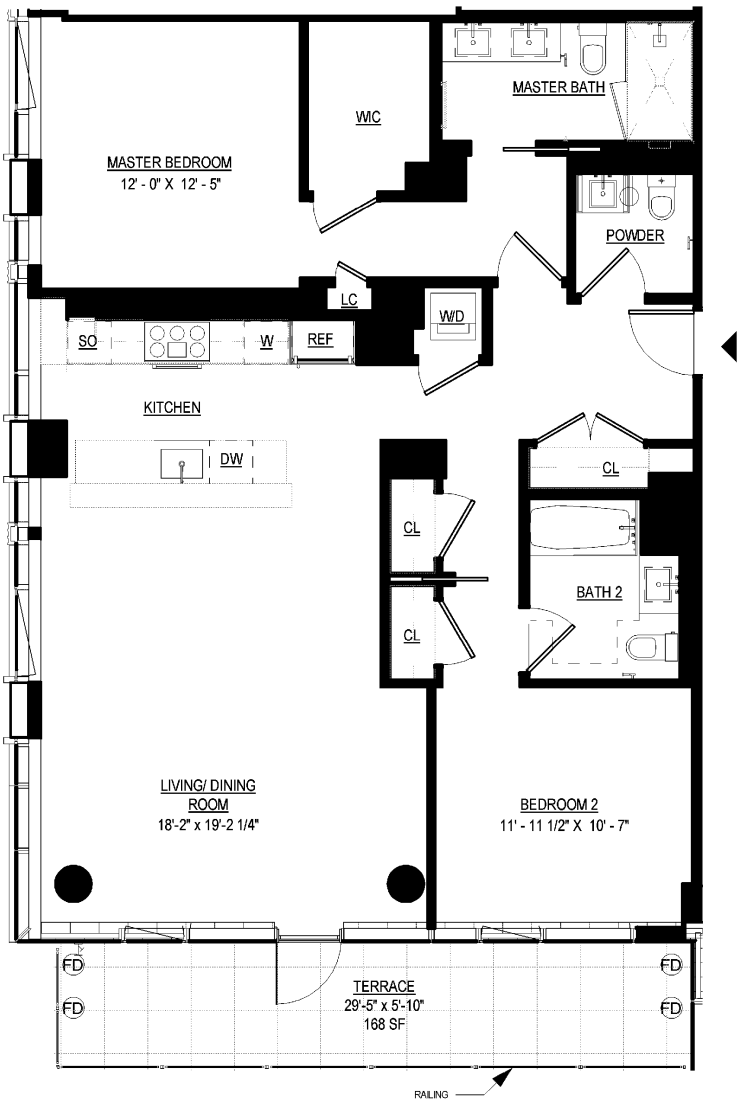
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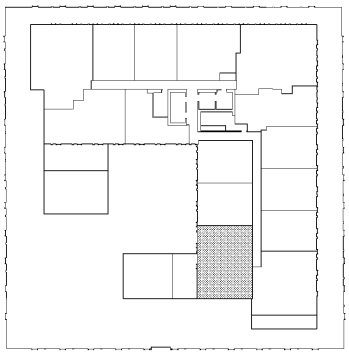
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
LC - LINEN CLOSET

UNIT 811 (8N-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,369 SF
TERRACE: 168 SF

0 2 4 8

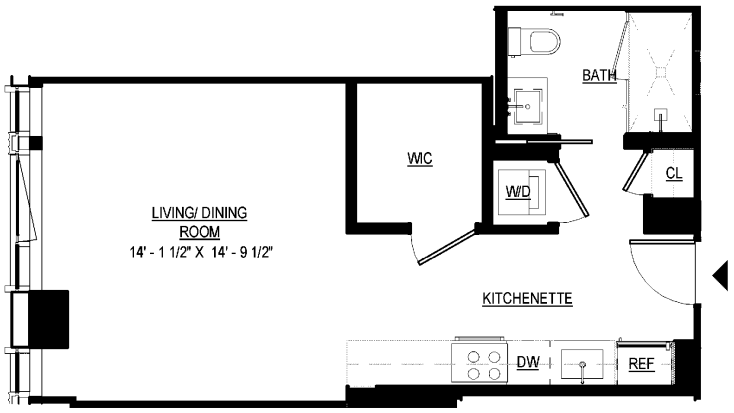
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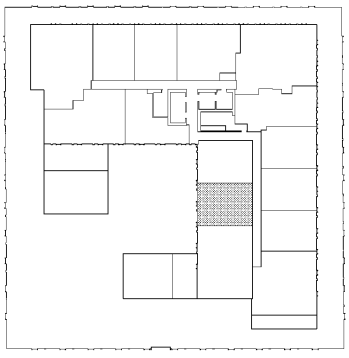
Site 3 DSA Owner LLC

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One Battery Park Paza
New York, N.Y. 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOORS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 812, 912 (8P,9P-MARKETING)
STUDIO / 1 BATH

UNIT AREA: 518 SF

0 2 4 8

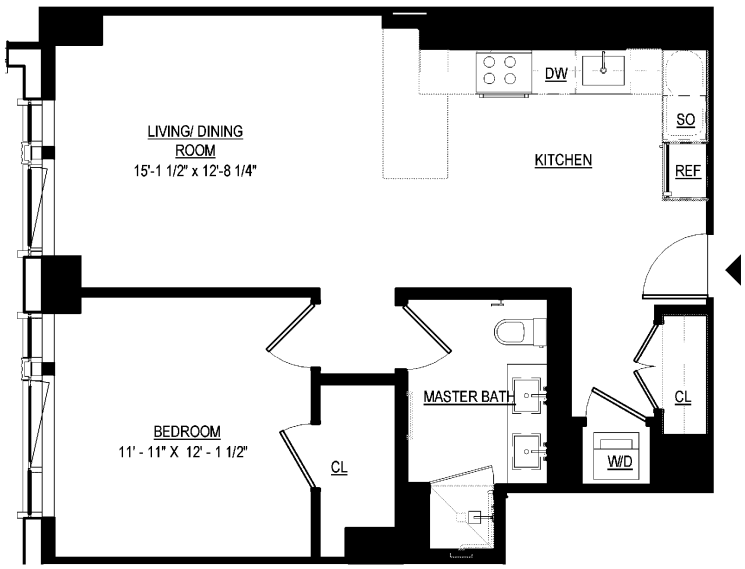
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NEW YORK, NY 10002

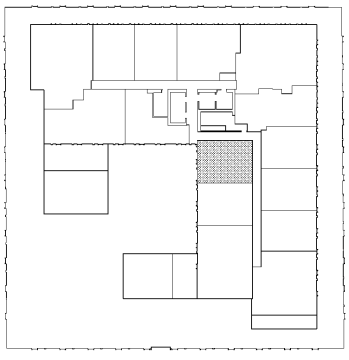
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

UNIT 813, 913 (8Q, 9Q-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 782 SF

0 2 4 8

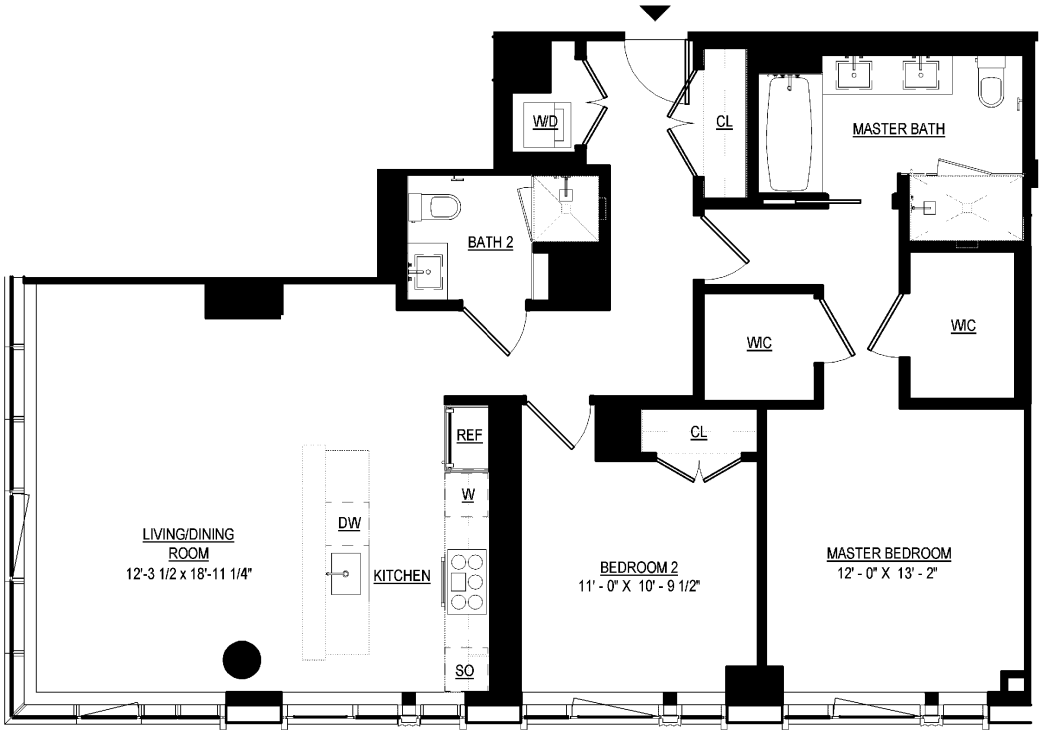
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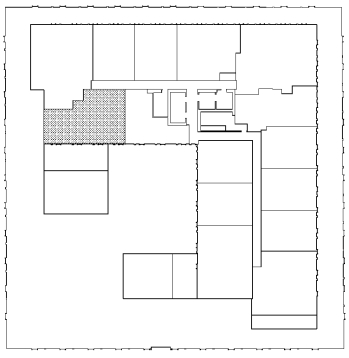
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 815 (8B-MARKETING)
2 BEDROOM / 2 BATH

UNIT AREA: 1,278 SF

0 2 4 8

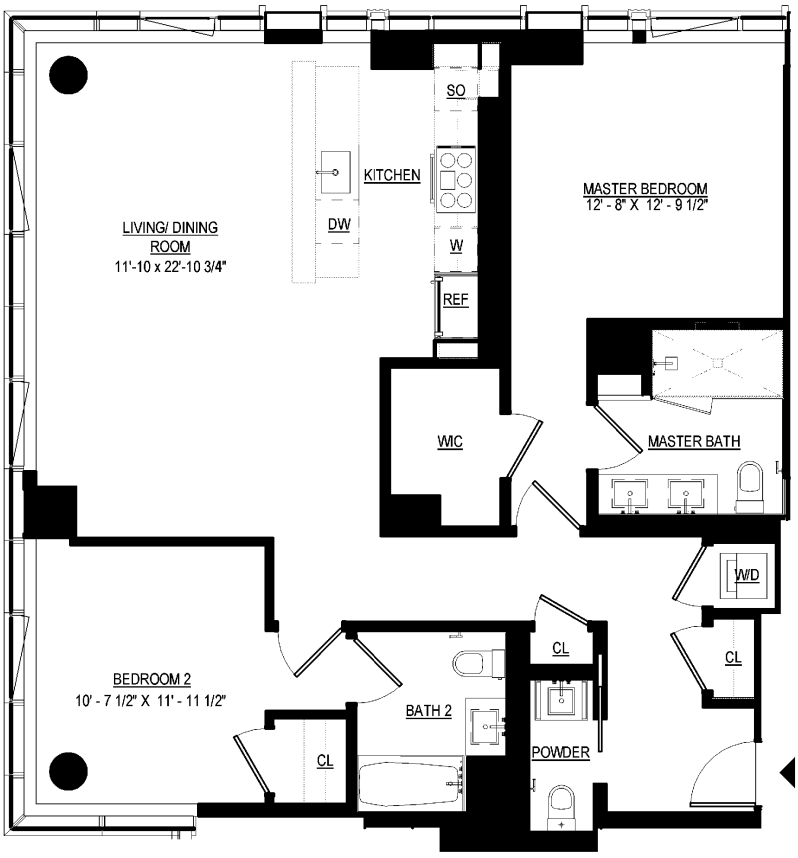
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NEW YORK, NY 10002

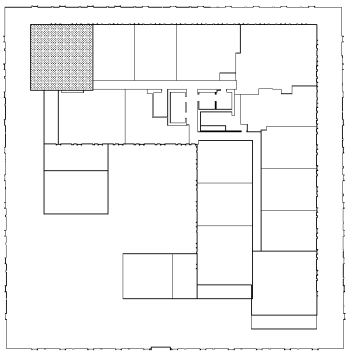
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New York, N.Y. 10004

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

UNIT 901 (9A-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,367 SF

0 2 4 8

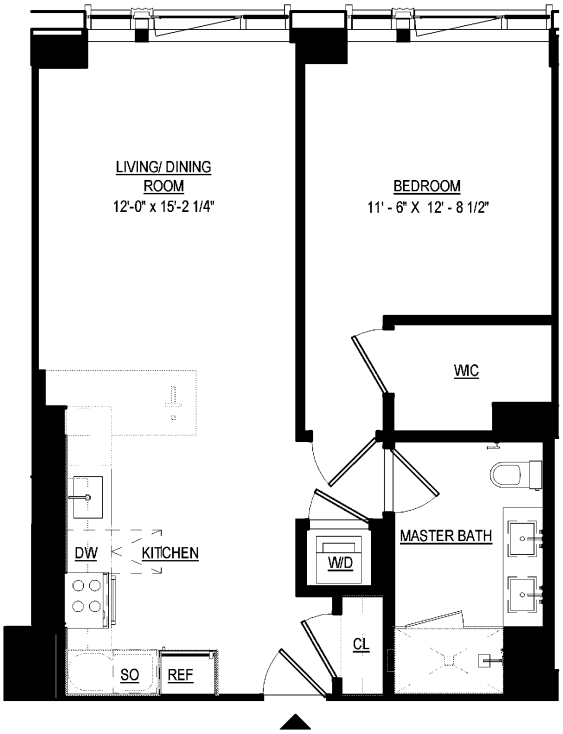
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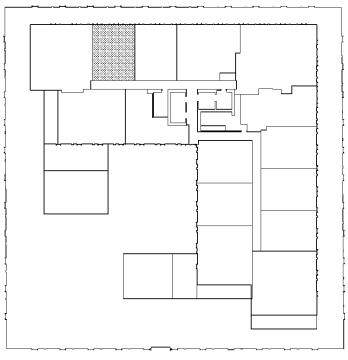
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

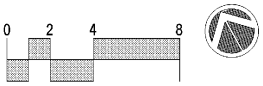
SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 902 (9C-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 778 SF



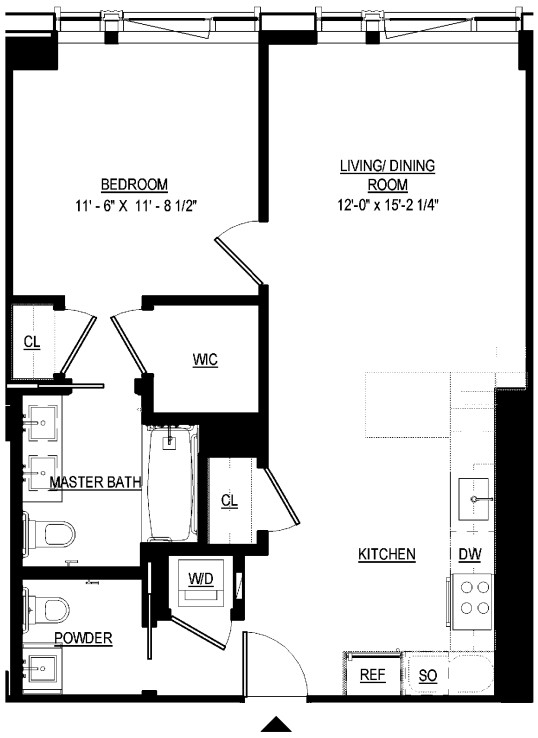
202 BROOME STREET,
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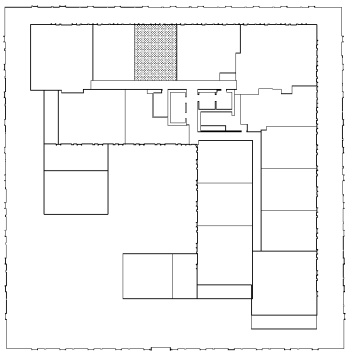
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 903 (9E-MARKETING)
UFAS- V& H
1 BEDROOM / 1.5 BATH

UNIT AREA: 777 SF

0 2 4 8

202 BROOME STREET,
NEW YORK, NY 10002

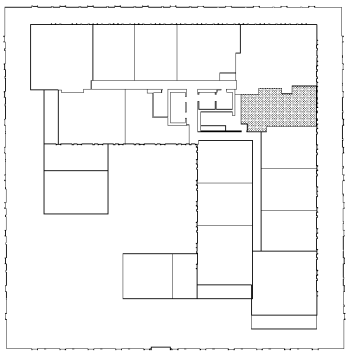
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 906 (9H-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 931 SF

0 2 4 8

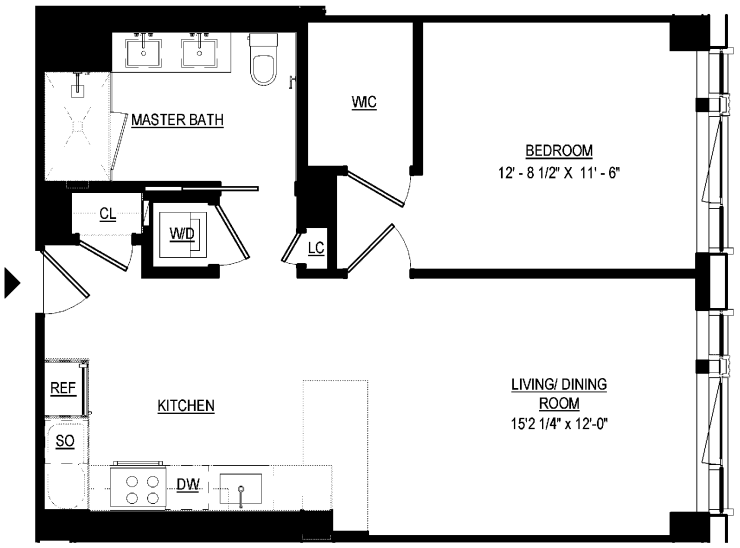
202 BROOME STREET,
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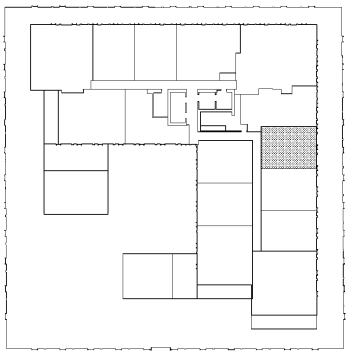
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

LC - LINEN CLOSET

UNIT 907 (9J-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 779 SF

0 2 4 8

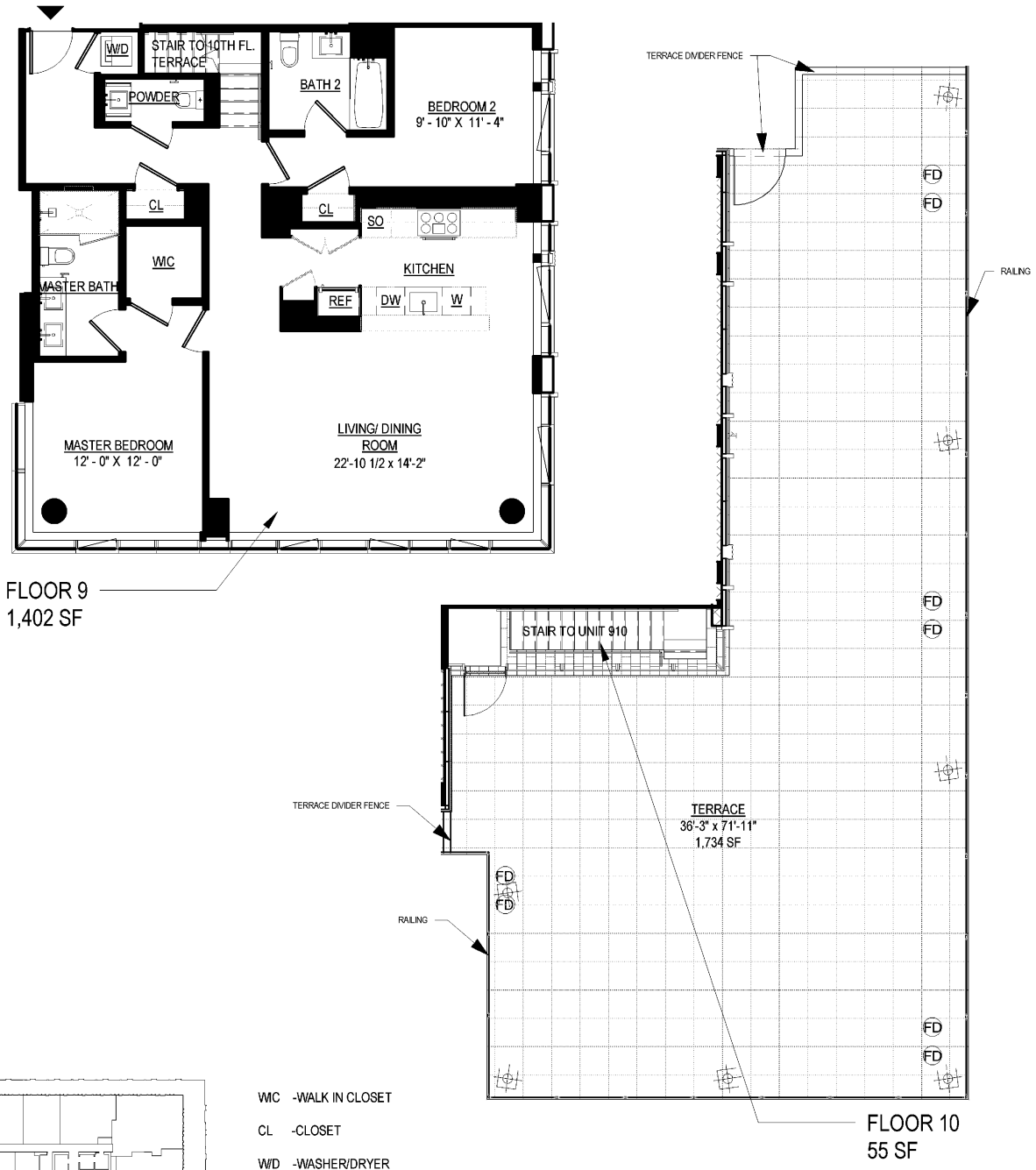
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NEW YORK, NY 10002

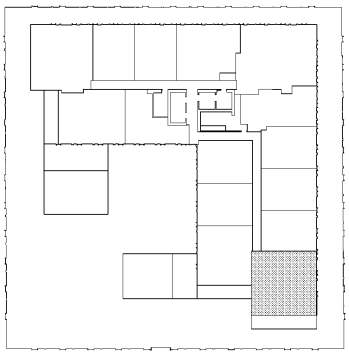
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 910 (9M-MARKETING)
2 BEDROOM / 2.5 BATH
9TH FLOOR UNIT AREA: 1,402 SF
10TH FLOOR UNIT AREA: 55 SF
TOTAL UNIT AREA: 1,457 SF
TERRACE AREA: 1,734 SF

0 2 4 8 16

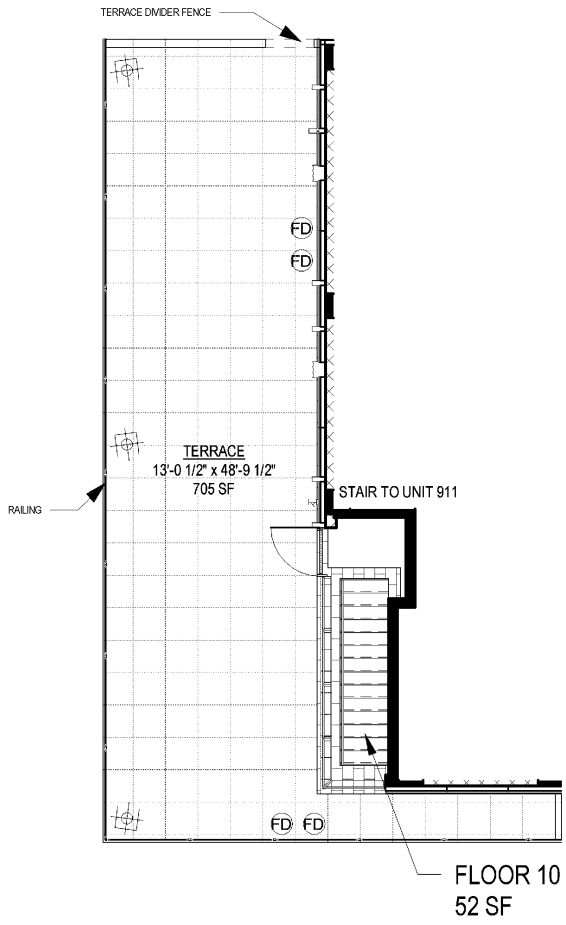
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NEW YORK, NY 10002

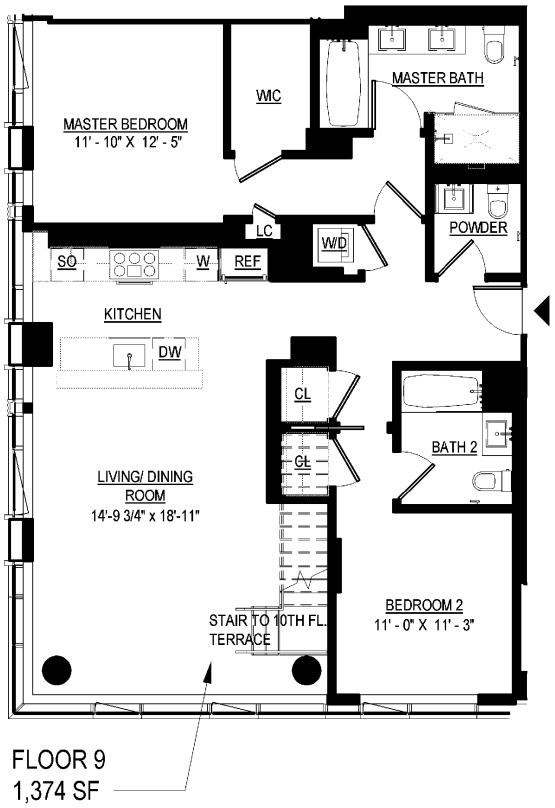
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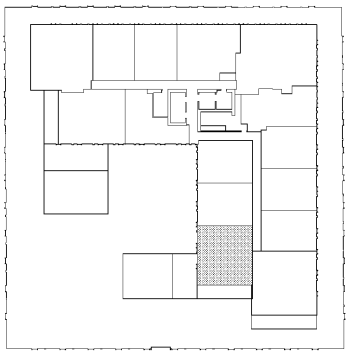
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09/01/2020







KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
LC - LINEN CLOSET
-DAVIT SOCKET

UNIT 911 (9N-MARKETING)
2 BEDROOM / 2.5 BATH
9TH FLOOR UNIT AREA: 1,374 SF
10TH FLOOR UNIT AREA: 52 SF
TOTAL UNIT AREA: 1,426 SF
TERRACE: 705 SF

0 2 4 8 16

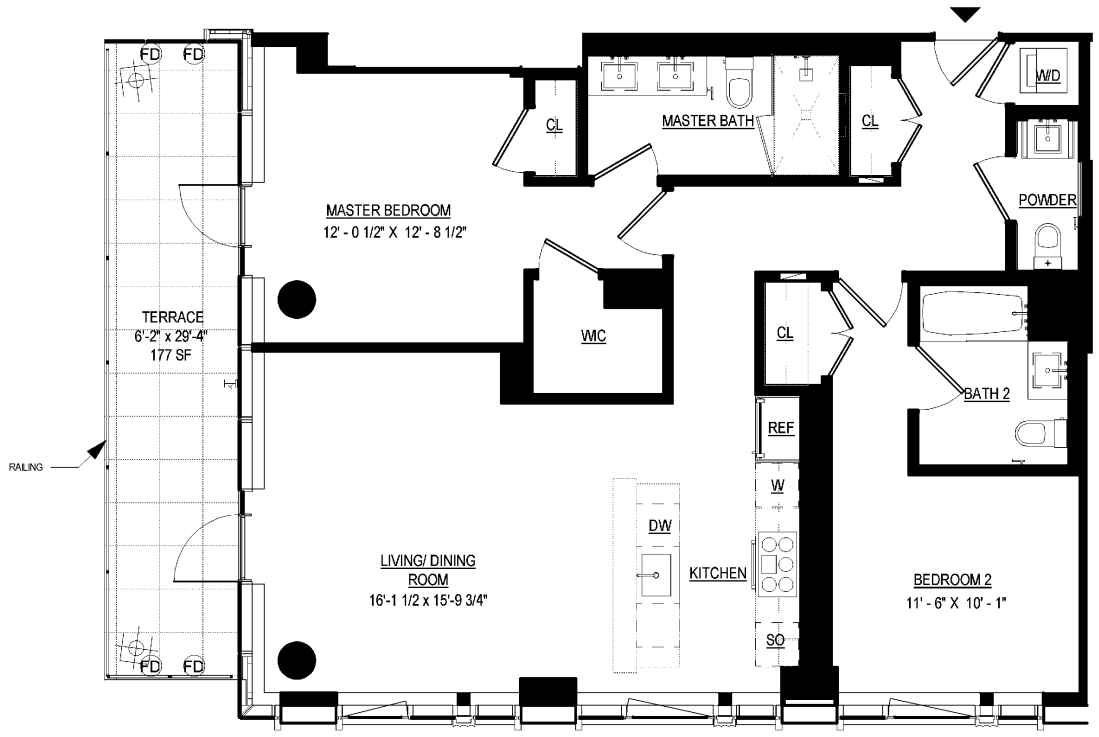
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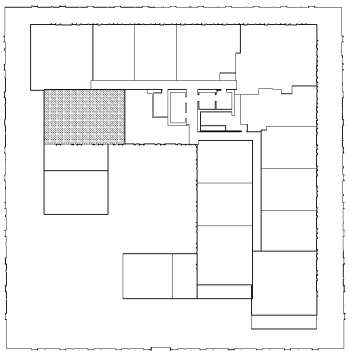
Site 3 DSA Owner LLC

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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 915 (9B-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,239 SF
TERRACE: 177 SF

0 2 4 8

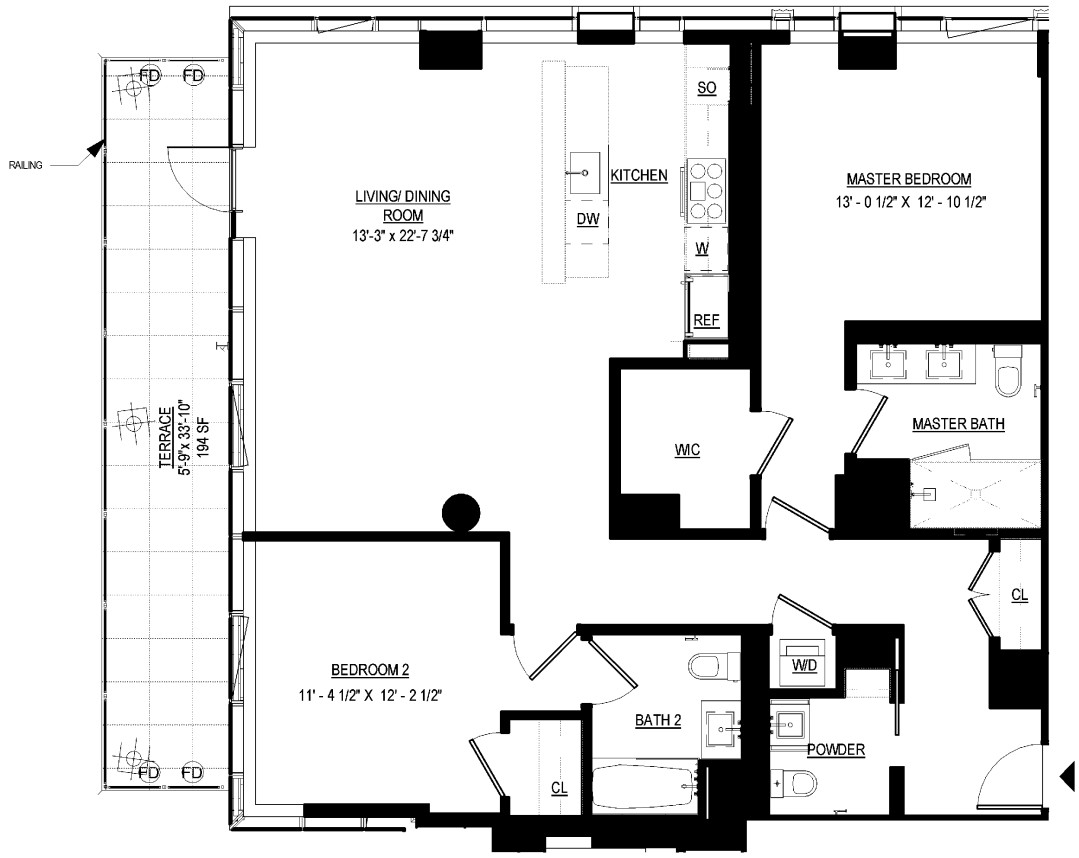
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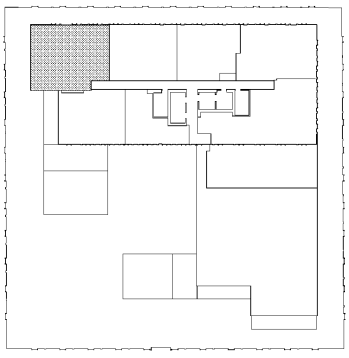
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09/01/2020





KEY PLAN

W -WINE COOLER
WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 1001 (10A-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,440 SF
TERRACE: 194 SF

0 2 4 8

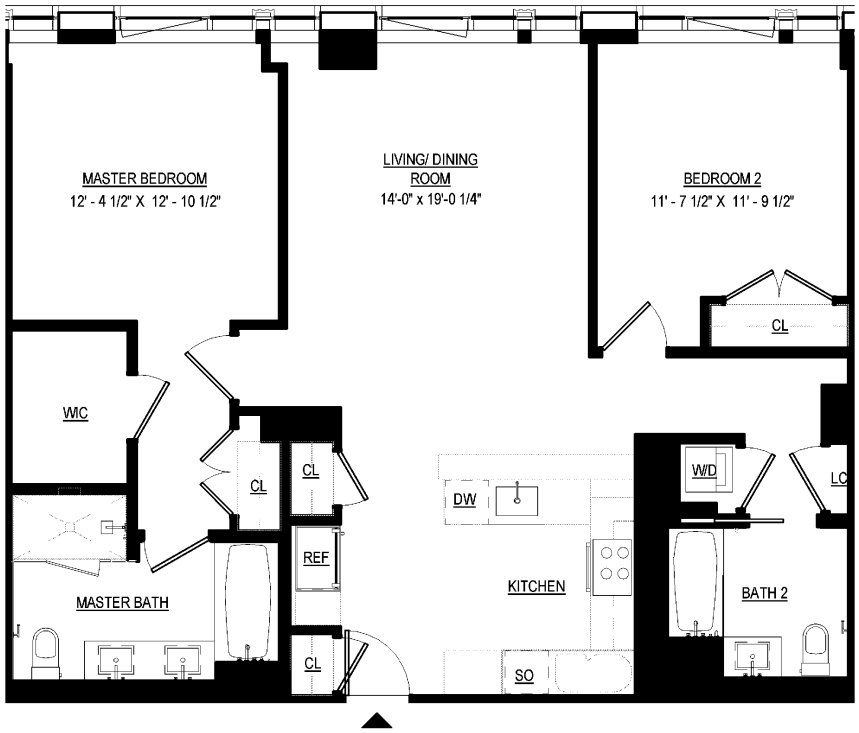
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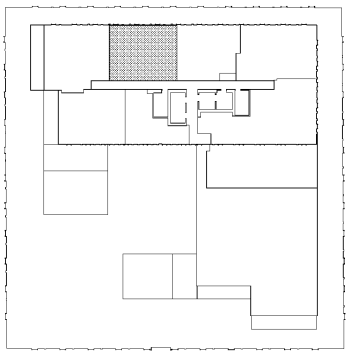
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09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR
LC - LINEN CLOSET

UNIT 1002 (10C-MARKETING)
UFAS-MOBILITY
2 BEDROOM / 2 BATH

UNIT AREA: 1,250 SF

0 2 4 8

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NEW YORK, NY 10002

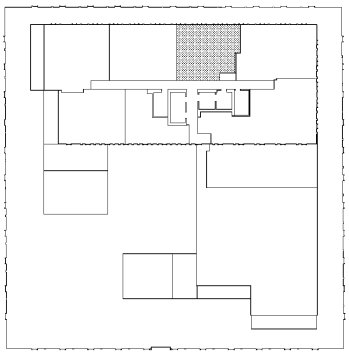
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KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR

UNIT 1003, 1103, 1203
(10F, 11F, 12F-MARKETING)
2 BEDROOM / 2 BATH

UNIT AREA: 1,092 SF

0 2 4 8

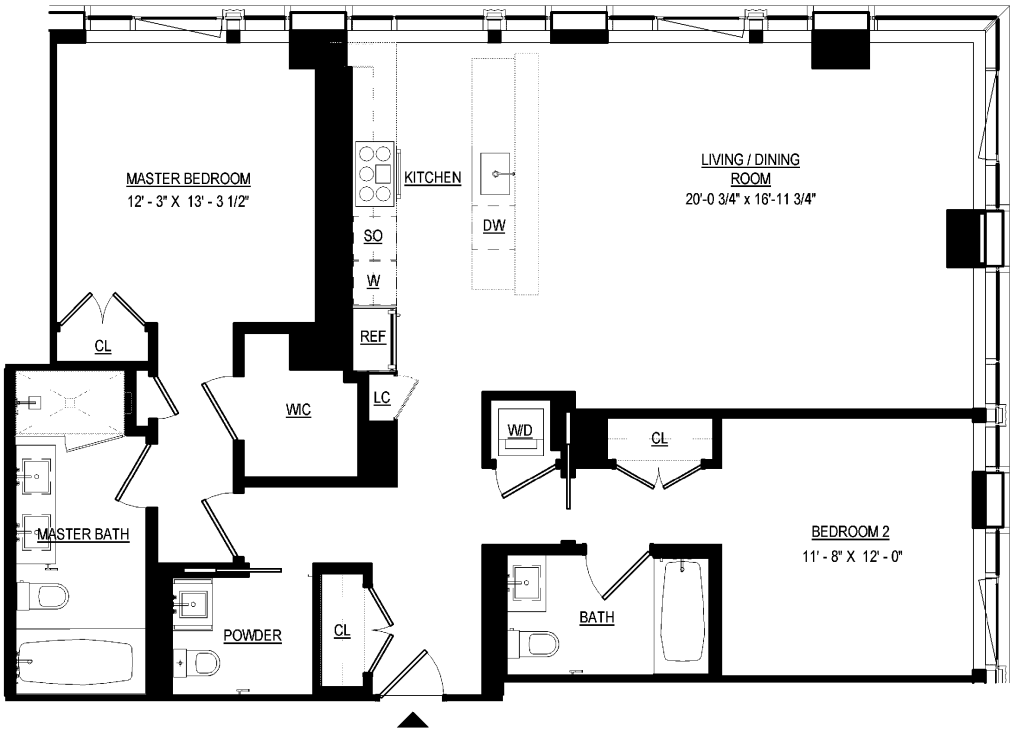
202 BROOME STREET,
NEW YORK, NY 10002

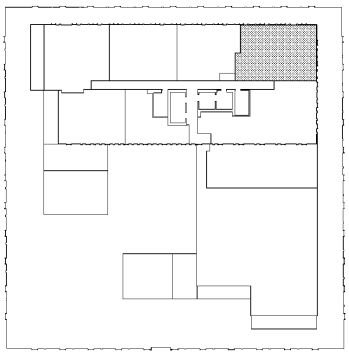
Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
New York, N.Y. 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOORS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

09/01/2020





KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
LC - LINEN CLOSET

UNIT 1004, 1104, 1204 (10G, 11G, 12G-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,424 SF

0 2 4 8

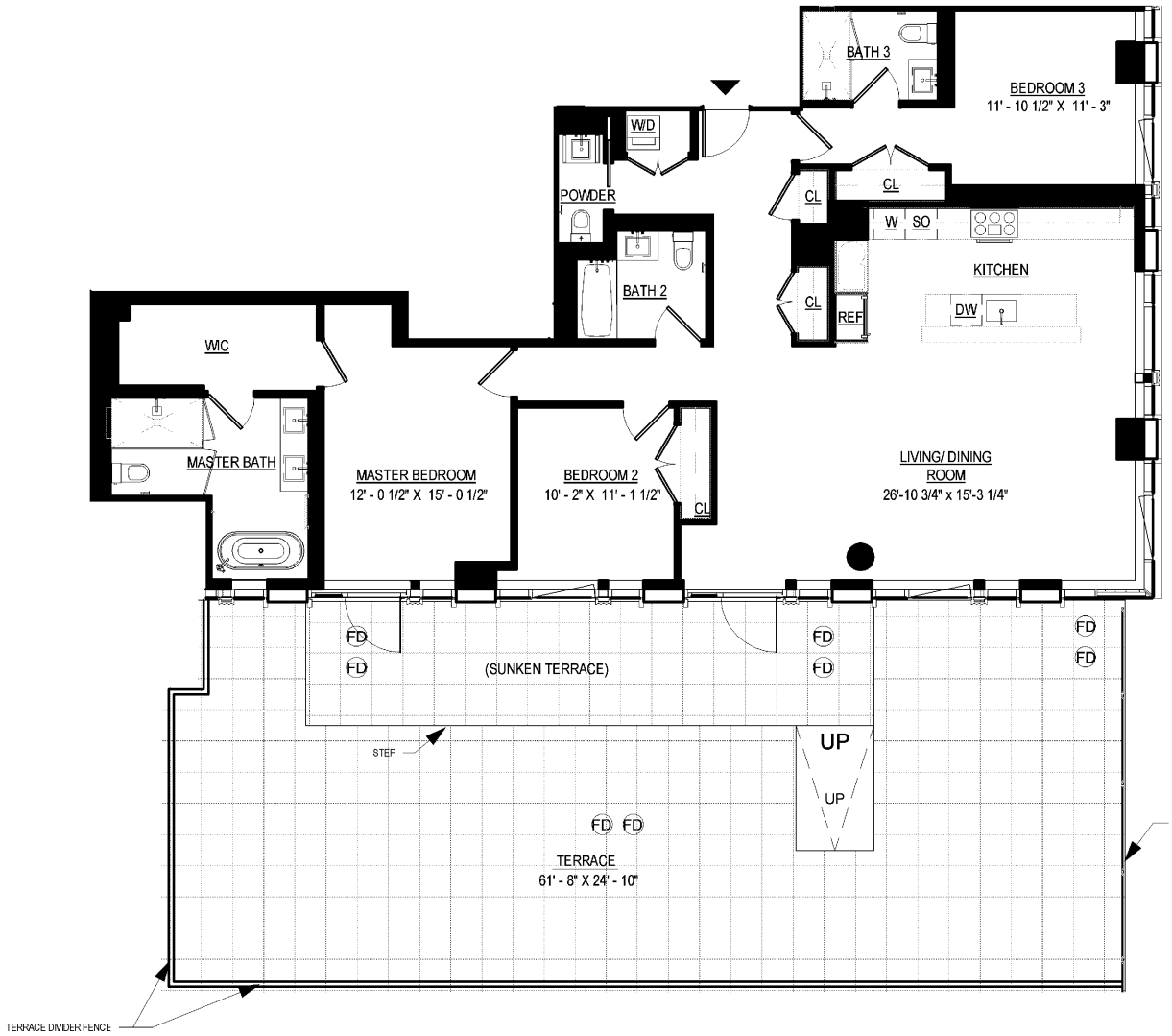
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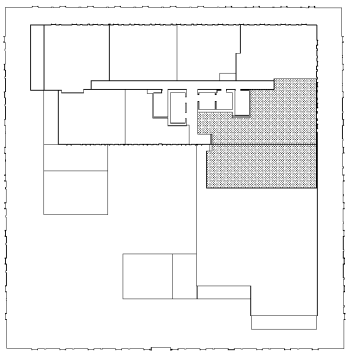
Site 3 DSA Owner LLC

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KEY PLAN

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CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB

UNIT 1005 (10H-MARKETING)
3 BEDROOM / 3.5 BATH

UNIT AREA: 1,906 SF
TERRACE: 1,490 SF

0 2 4 8

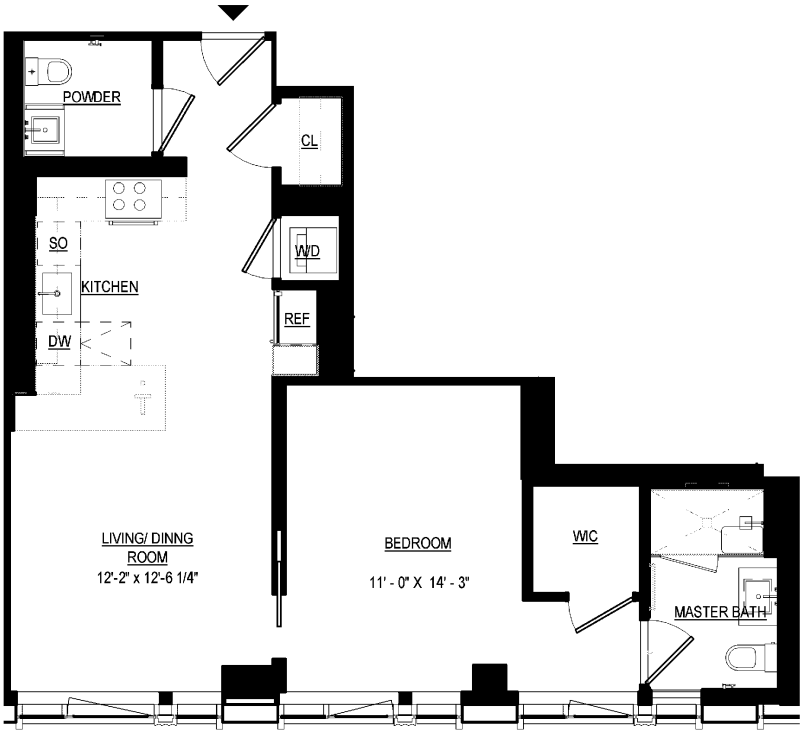
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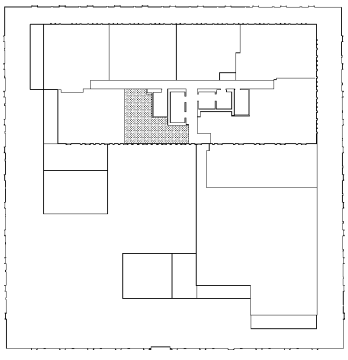
Site 3 DSA Owner LLC

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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 1006, 1107, 1207
(10D, 11D, 12D-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 792 SF

0 2 4 8

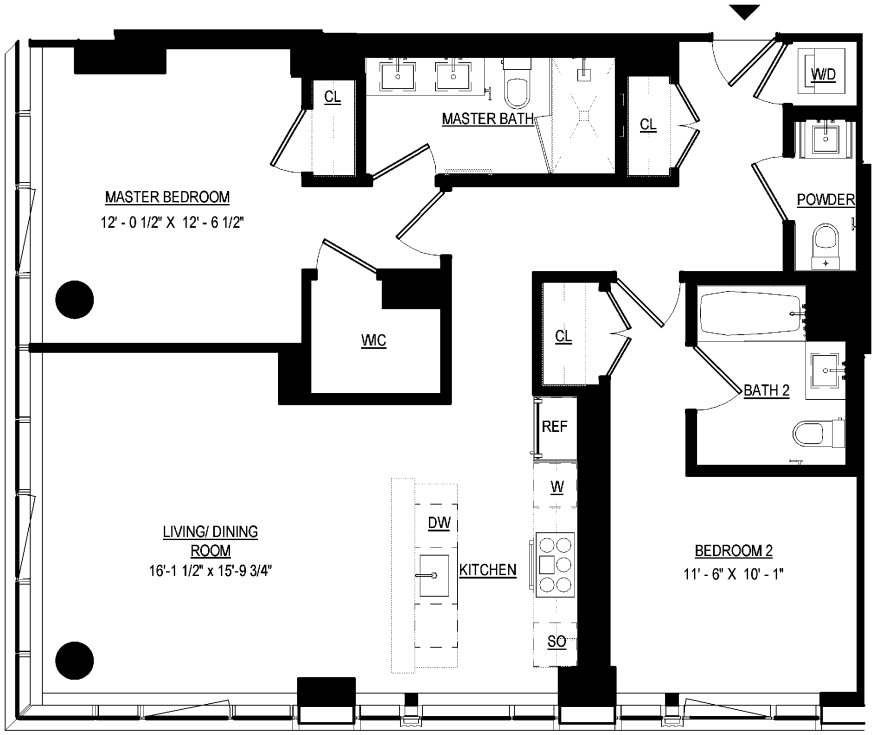
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NEW YORK, NY 10002

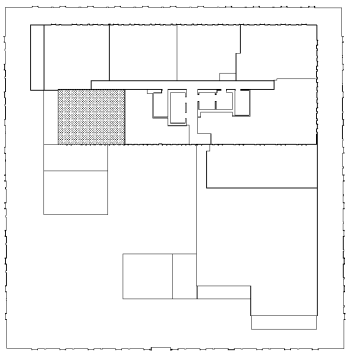
Site 3 DSA Owner LLC

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KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

UNIT 1007, 1108 (10B,11B-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,237 SF

0 2 4 8

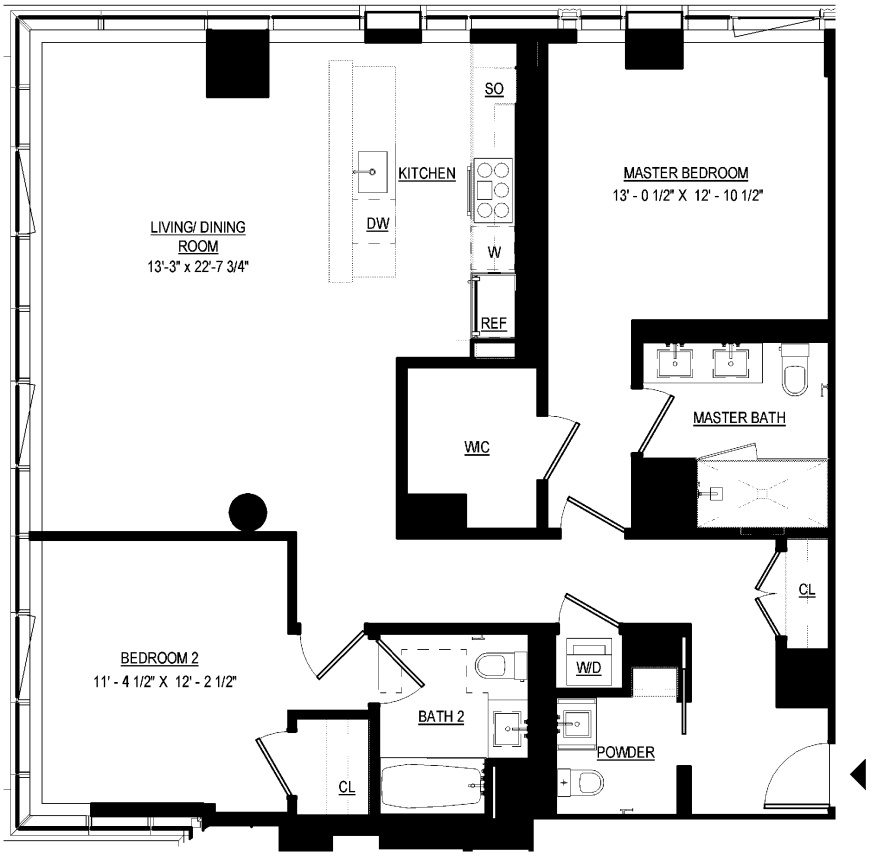
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NEW YORK, NY 10002

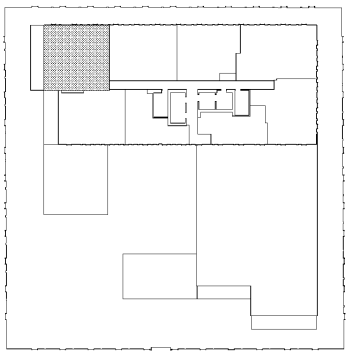
Site 3 DSA Owner LLC

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CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

UNIT 1101 (11A-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,440 SF

0 2 4 8

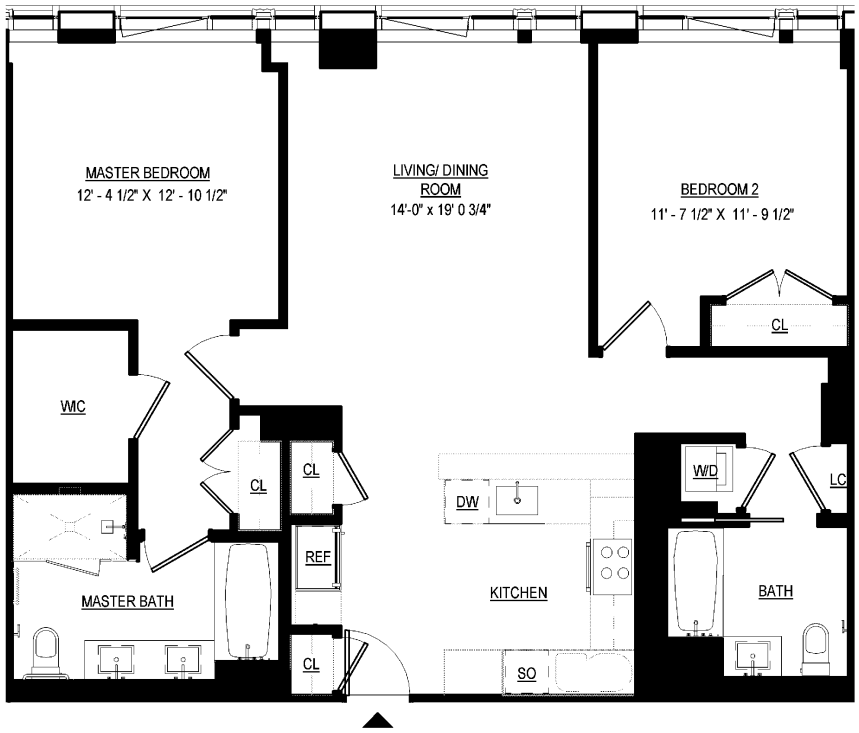
202 BROOME STREET,
NEW YORK, NY 10002

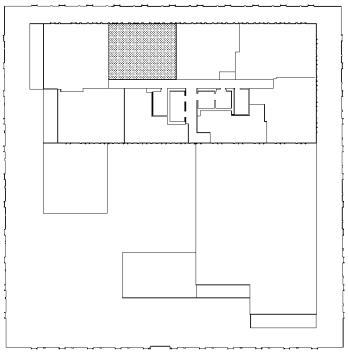
Site 3 DSA Owner LLC

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KEY PLAN

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CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW -DISH WASHER
REF -REFRIGERATOR
LC - LINEN CLOSET

UNIT 1102 (11C-MARKETING)
UFAS-MOBILITY
2 BEDROOM / 2 BATH

UNIT AREA: 1,250 SF

0 2 4 8

202 BROOME STREET,
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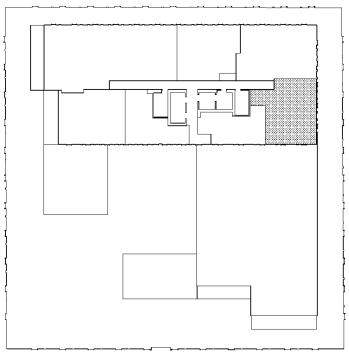
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CL -CLOSET

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SO -SPEED OVEN

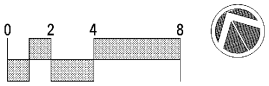
DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

UNIT 1105, 1205 (11H, 12H-MARKETING)
1 BEDROOM / 2 BATH

UNIT AREA: 1,170 SF



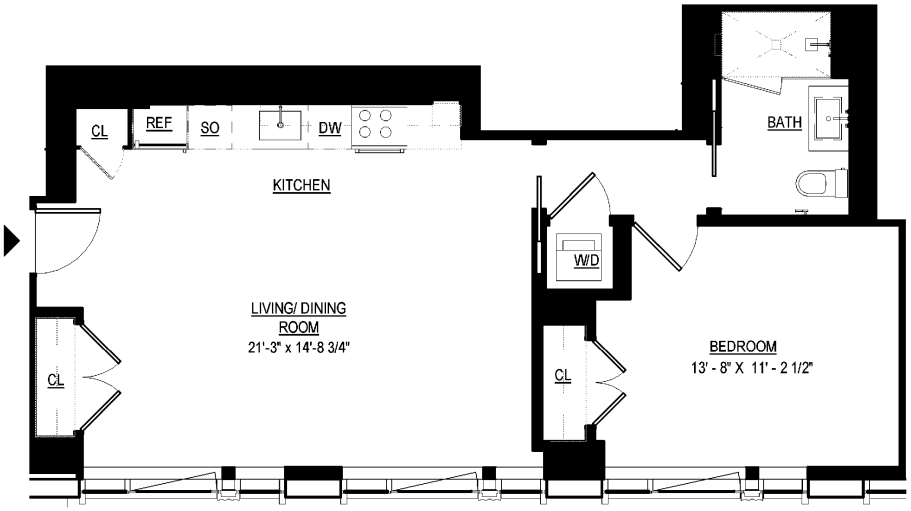
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NEW YORK, NY 10002

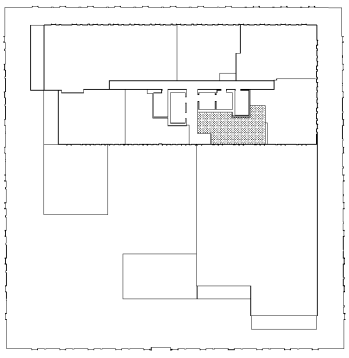
Site 3 DSA Owner LLC

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New York, N.Y. 10004

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09/01/2020





KEY PLAN

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

UNIT 1106, 1206 (11J,12J-MARKETING)
1 BEDROOM / 1 BATH

UNIT AREA: 790 SF

0 2 4 8

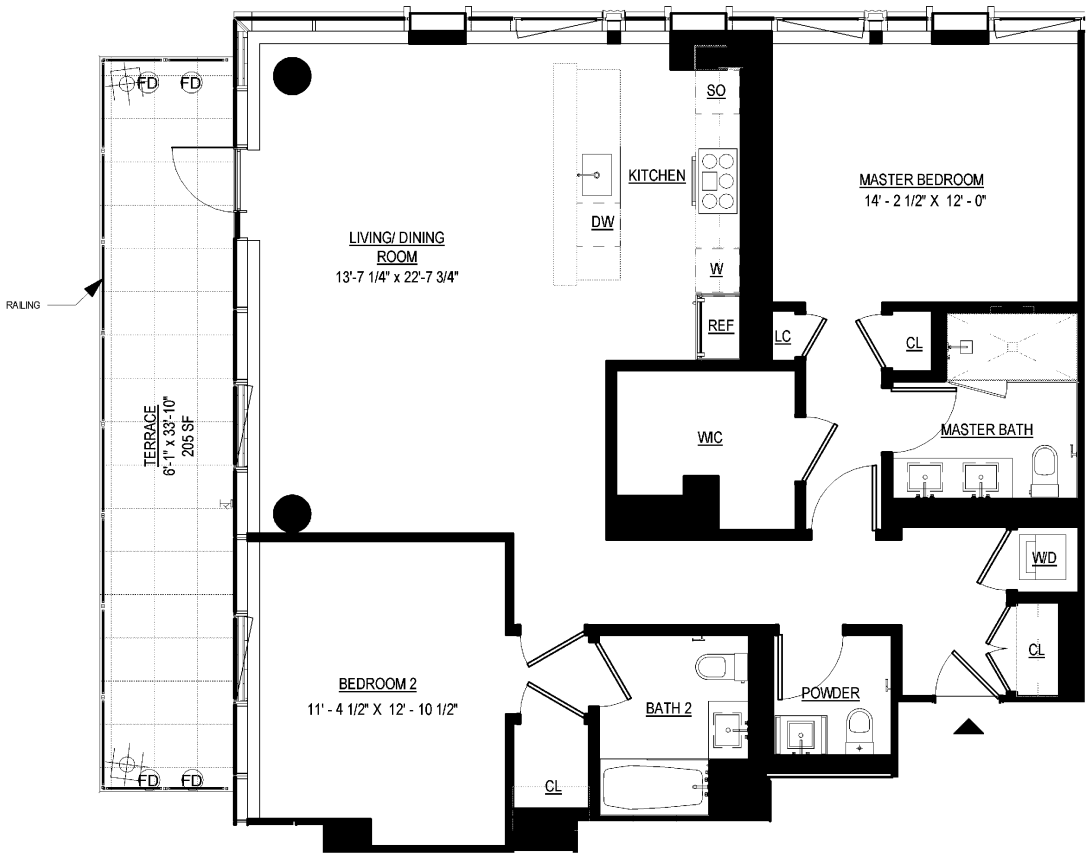
202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

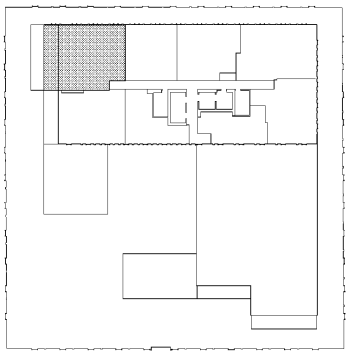
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New York, N.Y. 10004

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09/01/2020



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CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
LC - LINEN CLOSET
-DAVIT SOCKET



KEY PLAN

UNIT 1201 (12A-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,438 SF
TERRACE: 205 SF

0 2 4 8

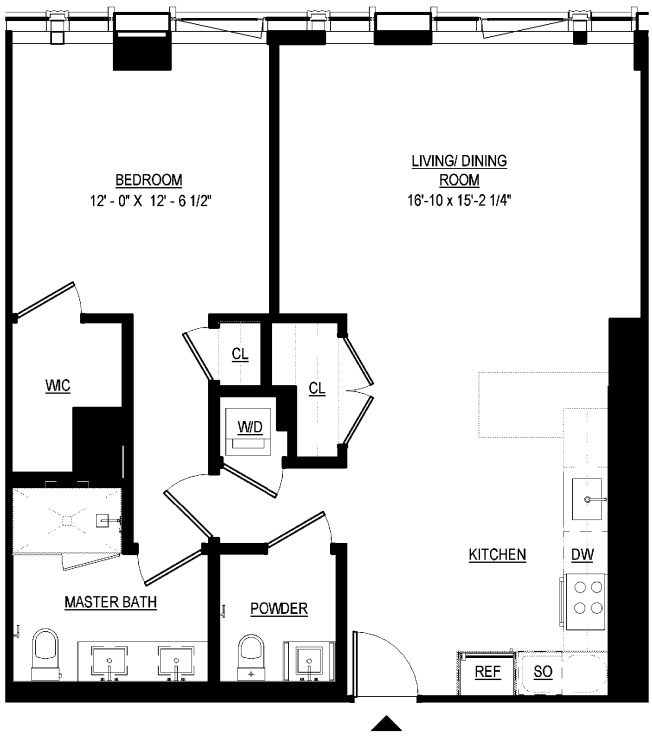
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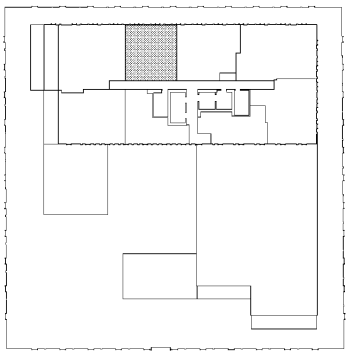
Site 3 DSA Owner LLC

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KEY PLAN

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CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW -DISH WASHER

REF -REFRIGERATOR

UNIT 1202 (12C-MARKETING)
1 BEDROOM / 1.5 BATH

UNIT AREA: 947 SF

0 2 4 8

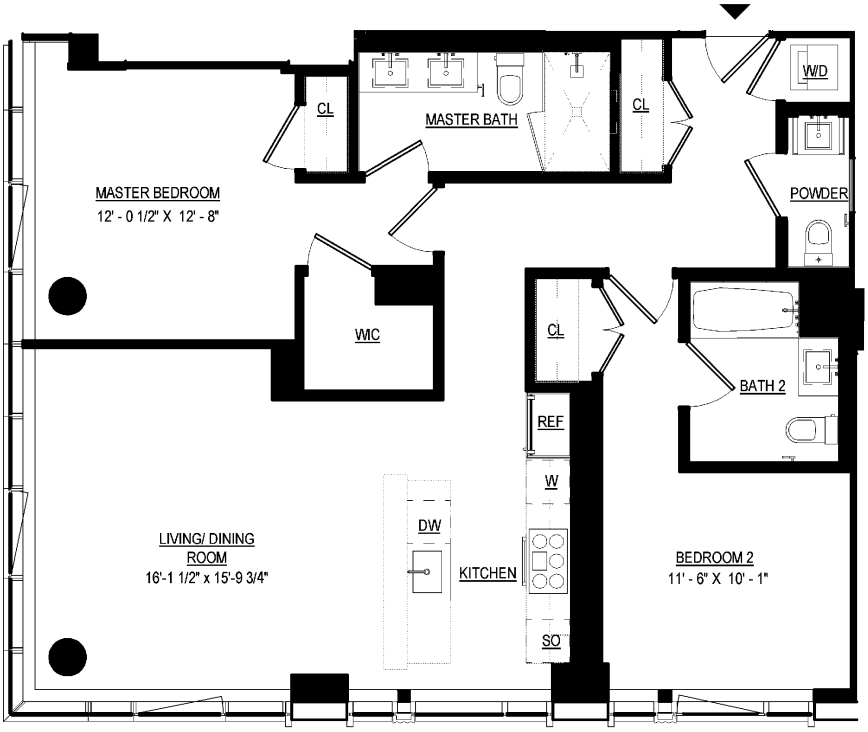
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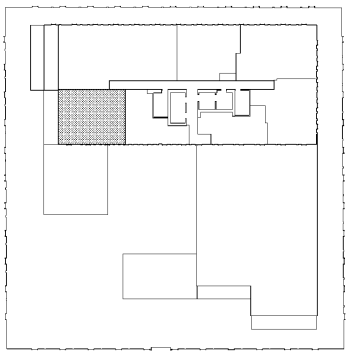
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CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER

UNIT 1208 (12B-MARKETING)
2 BEDROOM / 2.5 BATH

UNIT AREA: 1,244 SF

0 2 4 8

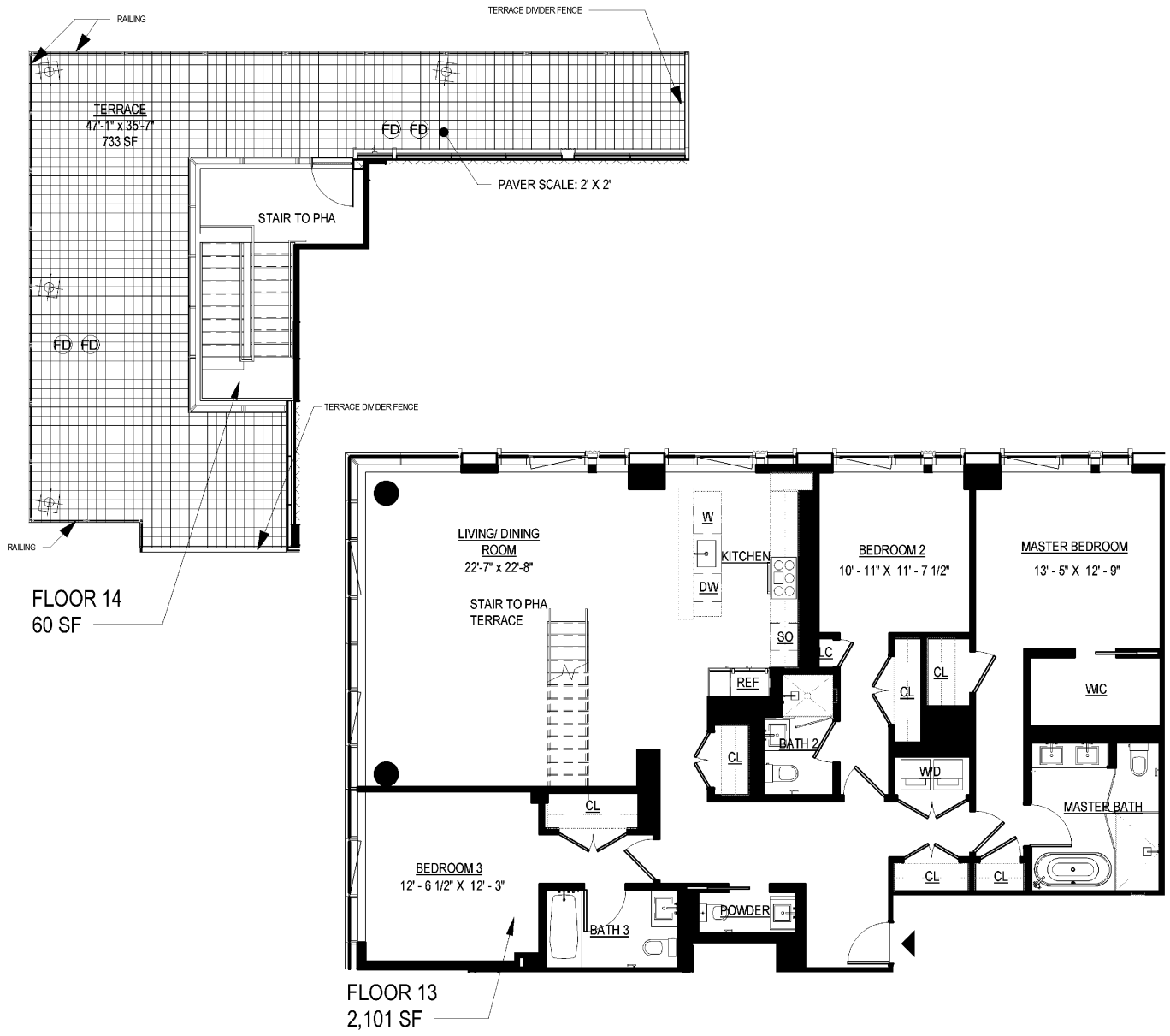
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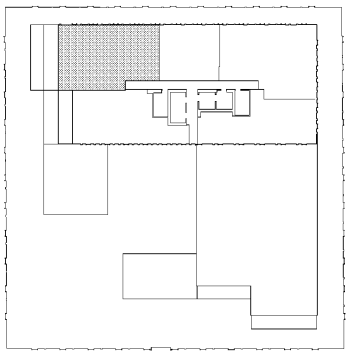
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FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 1301 (PHA-MARKETING)
3 BEDROOM / 3.5 BATH
13TH FLOOR UNIT AREA: 2,101 SF
14th FLOOR UNIT AREA: 60 SF
TOTAL UNIT AREA: 2,161 SF
TERRACE: 733 SF

0 2 4 8 16

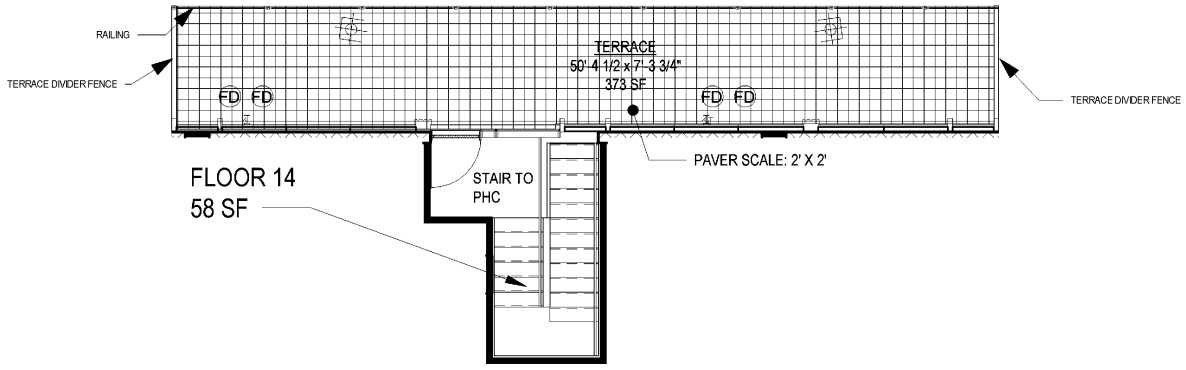
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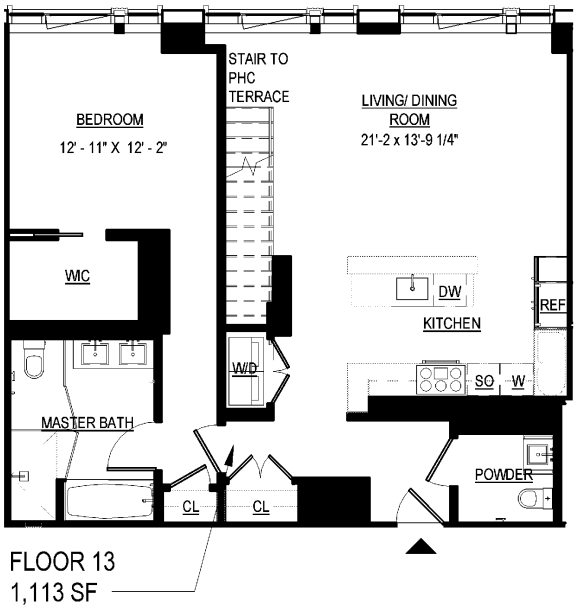
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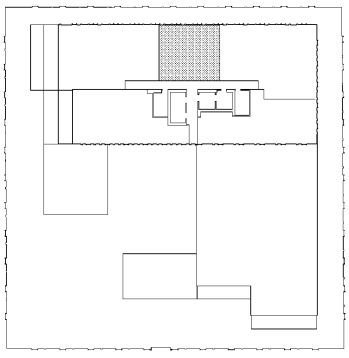
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FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 1302 (PHC-MARKETING)
1 BEDROOM / 1.5 BATH
13TH FLOOR UNIT AREA: 1,113 SF
14TH FLOOR UNIT AREA: 58 SF
TOTAL UNIT AREA: 1,171 SF
TERRACE: 373 SF

0 2 4 8 16

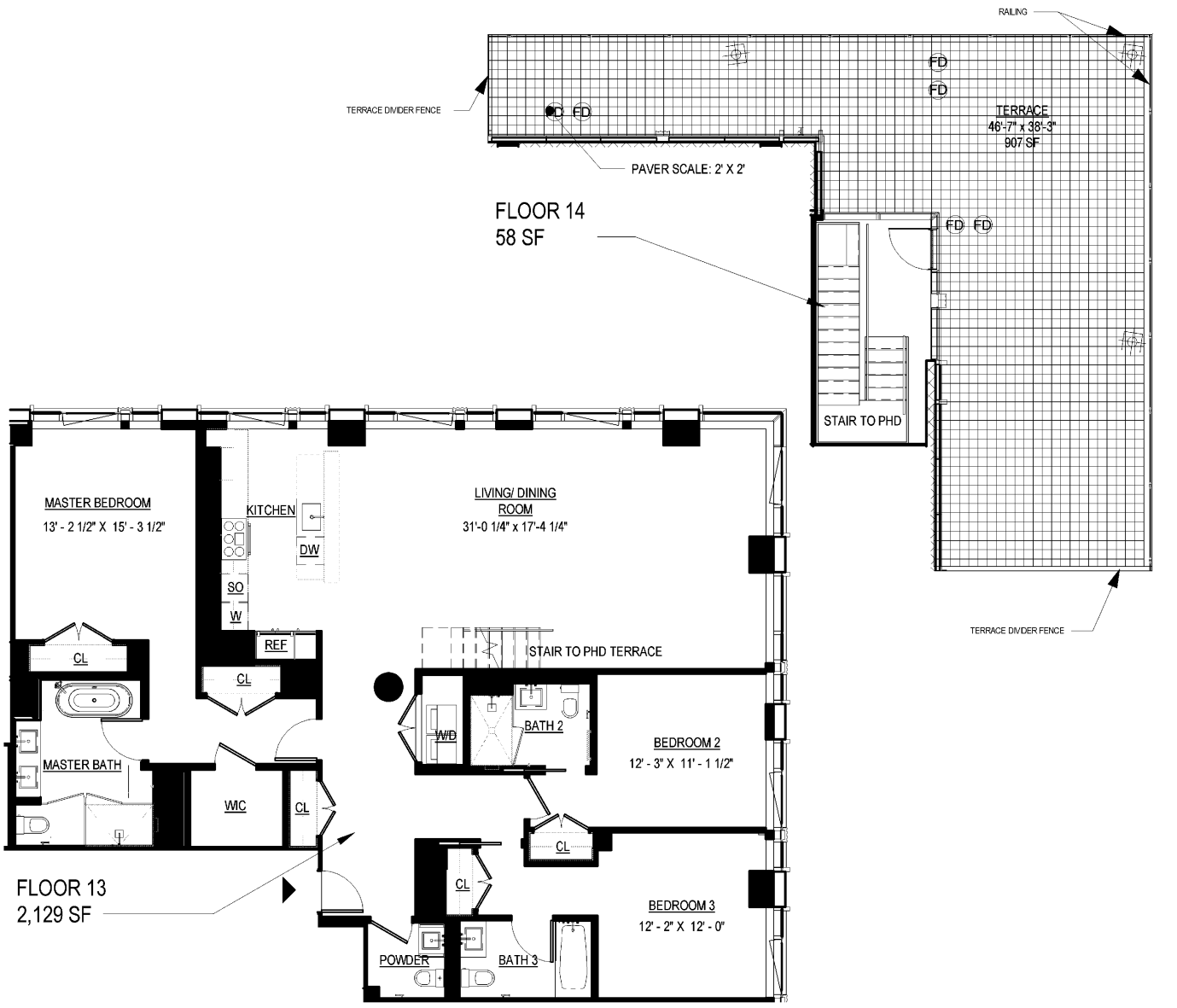
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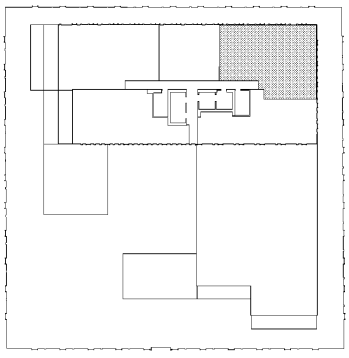
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REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 1303 (PHD-MARKETING)
3 BEDROOM / 3.5 BATH
13TH FLOOR UNIT AREA: 2,129 SF
14TH FLOOR UNIT AREA: 58 SF
TOTAL UNIT AREA: 2,187 SF
TERRACE: 907 SF

0 2 4 8 16

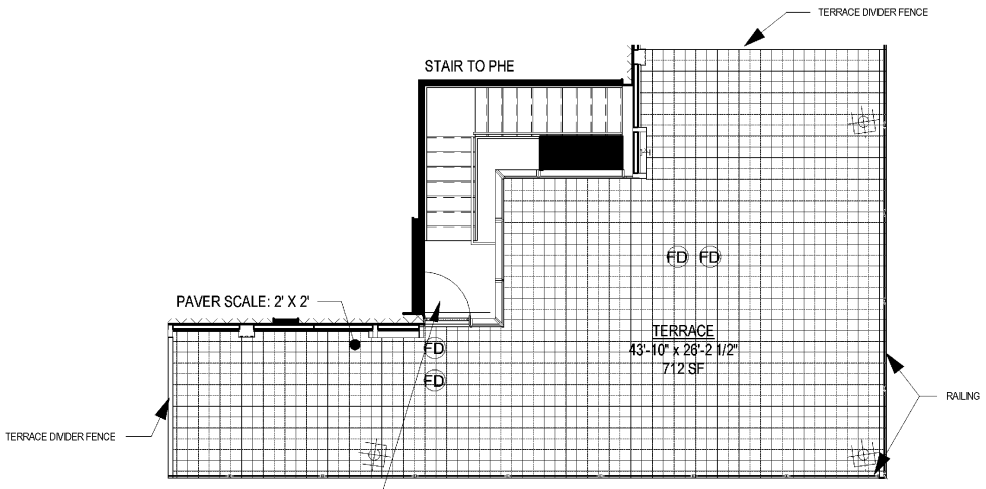
202 BROOME STREET,
NEW YORK, NY 10002

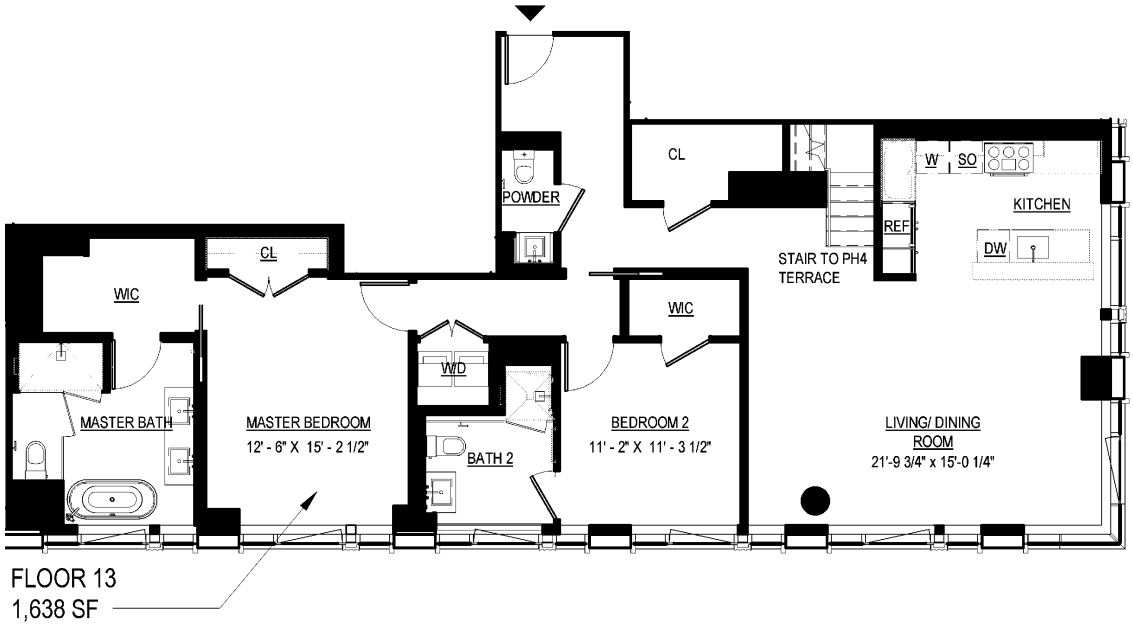
Site 3 DSA Owner LLC

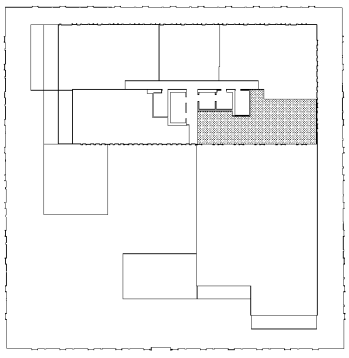
CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
New York, N.Y. 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOORS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

09/01/2020







KEY PLAN

WIC -WALK IN CLOSET

CL -CLOSET

W/D -WASHER/DRYER

SO -SPEED OVEN

DW - DISH WASHER

REF - REFRIGERATOR

W - WINE COOLER

FD - FLOOR DRAIN

- GAS CONNECTION/ HOSE BIB

-DAVIT SOCKET

UNIT 1304 (PHE-MARKETING)
2 BEDROOM / 2.5 BATH
13TH FLOOR UNIT AREA: 1,638 SF
14TH FLOOR UNIT AREA: 55 SF
TOTAL UNIT AREA: 1,693 SF
TERRACE: 712 SF

0 2 4 8 16

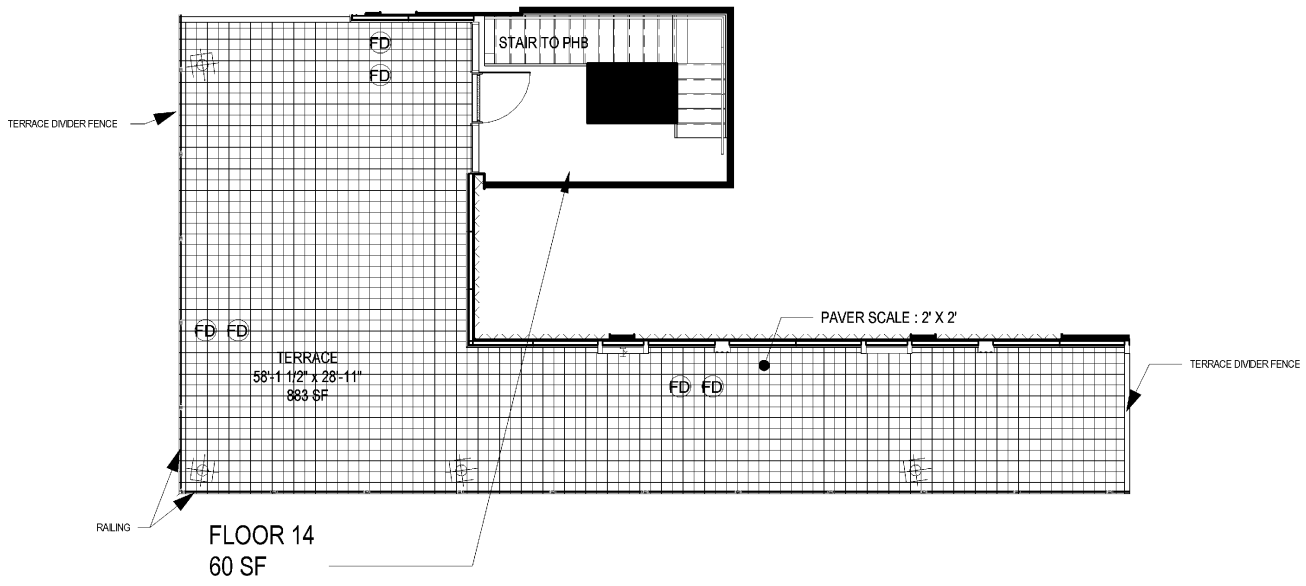
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NEW YORK, NY 10002

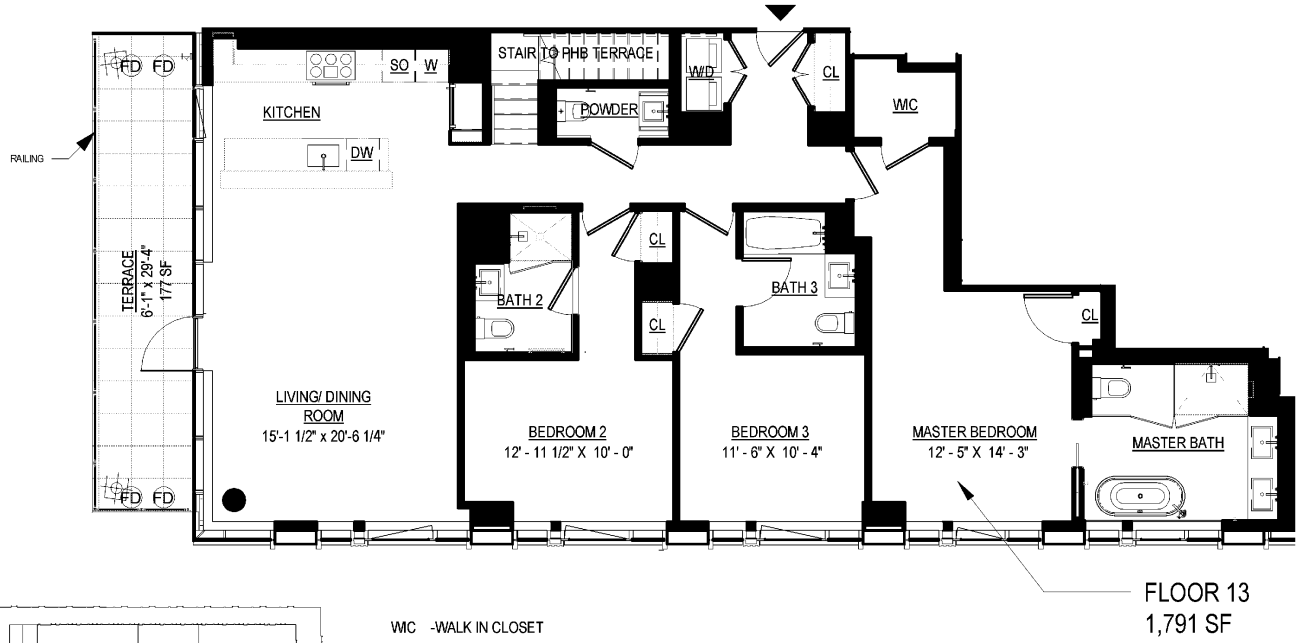
Site 3 DSA Owner LLC

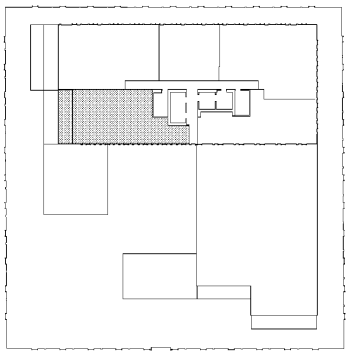
CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
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09/01/2020







KEY PLAN

WIC -WALK IN CLOSET
CL -CLOSET
W/D -WASHER/DRYER
SO -SPEED OVEN
DW - DISH WASHER
REF - REFRIGERATOR
W - WINE COOLER
FD - FLOOR DRAIN
- GAS CONNECTION/ HOSE BIB
-DAVIT SOCKET

UNIT 1305 (PHB-MARKETING)
3 BEDROOM / 3.5 BATH
13TH FLOOR UNIT AREA: 1,791 SF
14TH FLOOR UNIT AREA: 60 SF
TOTAL UNIT AREA: 1,851 SF
TERRACE AREA: 1,060 SF

0 2 4 8 16

202 BROOME STREET,
NEW YORK, NY 10002

Site 3 DSA Owner LLC

CETRARUDDY ARCHITECTURE D.P.C.
One Battery Park Paza
New York, N.Y. 10004

ALL DIMENSIONS AND SQUARE FOOTAGES ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. THE SQUARE FOOTAGES ON THESE FLOORS EXCEED USABLE FLOOR AREA. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FROM FLOOR TO FLOOR. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

09/01/2020

PURCHASE AGREEMENT

PURCHASE AGREEMENT

SITE 3 DSA OWNER LLC

Sponsor

With

_____

Purchaser

Residential Unit Number _____

ONE ESSEX CROSSING CONDOMINIUM
202 BROOME STREET
NEW YORK, NY 10002

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PURCHASE AGREEMENT

RESIDENTIAL UNIT NUMBER _____

ONE ESSEX CROSSING CONDOMINIUM
202 BROOME STREET
NEW YORK, NY 10002

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 One Essex Crossing 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 has not received 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 Initial Deposit to Selling Agent. 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 except where such provisions were requested by Purchaser and agreed to by Sponsor. 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 Site 3 DSA Owner LLC, having an address at c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011. Sponsor's taxpayer identification number is 47-3314178.

2.2. "Purchaser" means _____ having an address at _____, _____, _____.

2.3 "Attorneys for Sponsor" means Starr Associates LLP, having an address at 220 East 42nd Street, Suite 3302, New York, New York 10017; Attention: Samantha Sheeber, Esq., Esq. Telephone number: (212) 620-2682. Fax number: (212) 696-5013. E-mail address: ssheeber@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 Corcoran Sunshine Marketing Group, having an address at 888 Seventh Avenue, New York, NY 10106. Telephone number: (212) 634-6500. Fax number: (212) 752-8635.

2.6 "Co-Broker" means _____.

2.7 "Escrow Agent" means Attorneys for Sponsor.

2.8 "Title Company" means First American Title Insurance Company of NY, having an address at 666 Third Avenue, 5th Floor, New York, NY 10017. Telephone number: (212) 551-9402. Fax number: (714) 361-3540.

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 Residential 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.

The term "Deposit," as used herein, refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit.

4.2 Purchaser must deliver the payment of any Deposit or the Balance of the Purchase Price by official bank check unless Sponsor offers, in Sponsor's sole discretion, to accept a wire transfer. Any wire transfer fees charged by the initiating and/or receiving bank(s) shall be payable by Purchaser. All instruments (a) in payment of any Deposit shall be made payable directly to the order of "Starr Associates LLP, as Escrow Agent" or wired directly to the escrow account maintained by Escrow Agent pursuant to the Plan, as applicable, or (b) in payment of the Balance of the Purchase Price shall be made payable directly to the order of Site 3 DSA Owner LLC or wired to one or more accounts as directed by Sponsor. All instruments are accepted by Sponsor subject to collection. All checks must be drawn on or issued by a bank or trust company which is a member of the New York Clearinghouse Association. 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. A return of any check delivered in payment of the Additional Deposit or the Balance of the Purchase Price, 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. With respect to wire transferred funds, 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 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 §§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 D 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 42nd 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 Attorneys 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, subject only to the liens, encumbrances, and title conditions set forth on Schedule A annexed hereto and made a part hereof. 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 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 §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 Attorneys 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 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 20 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 approve and 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 section 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.

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 subsection, 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 subsection 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 allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to a use and occupancy agreement, if any, covering the 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) unless Sponsor obtains a refund or credit as provided in subsection 9.3 below.

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 subsection 13.2 of this Agreement, (a) the Closing apportionments described in subsection 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

10.1 In the event a mortgage recording tax credit becomes available pursuant to §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.

10.2 In the event that (i) Sponsor is ineligible for a mortgage recording tax credit, (ii) Purchaser obtains mortgage financing and (iii) Sponsor has an outstanding mortgage at the time of Closing, then, as more particularly described in the section of the Plan entitled "Closing Costs and Adjustments," Purchaser shall (x) advise its lender of this provision and make a good faith effort to cooperate with Sponsor and Sponsor's lender to facilitate a partial assignment of Sponsor's mortgage to Purchaser's lender, and (y) 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.

11. CLOSING COSTS

In addition to those costs and adjustments described in sections 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 any 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 permitted to become the tenant or occupant of the Unit, Purchaser's failure to pay rent or to otherwise comply with some other 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 or has been filed against Purchaser and Purchaser does not pay or bond the judgment or lien as and when demanded by Sponsor; 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 of the Unit for sale 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.

13.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's performance of any of its 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 the notice of cancellation to cure the Event of Default. If the Event of Default is not cured within such 30 days, TIME BEING OF THE ESSENCE, then this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall have the right to retain, as and for liquidated damages (a) any and all Deposits together with any interest earned thereon and (b) Special Work Funds, to the extent expended.

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, without any obligation to account to Purchaser for any of the proceeds of such sale, except that, to the extent Purchaser shall have made only the Initial Deposit and not the Additional Deposit, in addition to retaining the Initial Deposit and any Special Work Funds (to the extent they have been expended by Sponsor), Sponsor shall be entitled to commence an action against Purchaser to recover the Additional Deposit. In the event special 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 special work, 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 the Purchase 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 withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and 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. CONSTRUCTION

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications, subject to the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a PCO for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the section of the Plan entitled "Rights and Obligations of Sponsor."

17.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such section.

17.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "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 the 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.

17.4 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 construction 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 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.

18. INSPECTION OF THE UNIT

18.1 Upon receipt of the Initial Closing Notice (as such term is defined in section 6 above), 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 Initial Closing Notice. Purchaser is expressly prohibited from conducting any testing to the Unit during the inspection for any reason, including without limitation making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows, or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi, or other toxins or for any other purpose. Only Purchaser or Purchaser's duly authorized agent shall be entitled to attend such inspection, who and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection, and in no event shall the inspection exceed two (2) hours in duration. 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 Initial 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."

18.2 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 Residential 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.

19. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing of Title the Unit is damaged by fire or other casualty, the following shall apply:

19.1 The risk of loss to the Unit by fire or other casualty 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 sixty (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.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (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.

20. NO REPRESENTATIONS

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, promotional material, express or implied warranties, data statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent, Attorneys for Sponsor, or any other person, 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 or amenities contained in the Unit or Building 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 assessed against on the Unit, the ability to rent the Unit and/or the rental income that the Unit can expect to generate, 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, the impact, if any, of adjacent development near the Building or the Unit or Purchaser's use and enjoyment of the Building or Unit, or on any other data or with respect to any matter which might influence Purchaser's decision to execute this Agreement or purchase the Unit, except as in this Agreement or in the Plan specifically represented. Purchaser specifically disclaims reliance upon any misrepresentations of fact that were alleged to have been made as an inducement to Purchaser to enter into this Agreement.

In making its determination to proceed with this transaction and purchase the Unit, Purchaser has relied solely on Purchaser's own judgment, advisors, legal counsel and investigation in deciding to enter into this Agreement. No person has been authorized to make any representations on behalf of Sponsor except as in this Agreement or in the Plan specifically set forth, and Purchaser acknowledges that no such representations have been made. No oral representations or statements shall be considered a part of this Agreement. Sponsor does not make any representation as to the work, timing of any work or completion of post-Closing items listed on Inspection Statements, materials, appliances, equipment or fixtures in the Unit, the Common Elements, or any other part of the Property, including the amenities. Sponsor makes no representation that 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, including the amenities or Units, or set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of Units that any such FFE will be located within any portion of the Building, including the amenities or Units, other than as set forth herein or in the Plan. In addition, to the extent the Floor Plans set forth in Part II of the Plan, or any marketing materials and/or advertisements and/or websites used in connection with the sales and marketing of the Residential Units, portray shelving or hooks within a Unit, such items are intended to be for illustrative purposes only. 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 or insubstantial inaccuracy or error. The provisions of this section shall survive the Closing of Title.

21. PROHIBITION AGAINST ADVERTISING

Purchaser is prohibited 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 the Unit for sale with any broker, (ii) placing or authorizing any listing of the Unit for sale 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. The provisions of this section shall survive the Closing of Title.

22. BROKER

22.1 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, in connection with this transaction, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith provided Sponsor is deemed the prevailing party, whether arising as a result of litigation between the Purchaser and Sponsor or between a third party and Sponsor, including legal fees, costs and disbursements. The provisions of this section shall survive the Closing of Title.

22.2 Any commission due to Co-Broker in connection with this transaction shall only be due and payable at the Closing of Title to the Unit.

23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, in its sole discretion. 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 Purchaser complies with any and all assignment conditions imposed by Sponsor. 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.

24. BINDING EFFECT

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser or 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 rejected and cancelled and 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.

25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication hereunder shall be in writing and either delivered in person, via electronic transmission (e-mail) or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed to Attorney for Purchaser at the address given at the beginning of this Agreement with a copy by regular mail delivered to Purchaser at the address given at the beginning of this Agreement and to Attorneys for Sponsor at the address given at the beginning of this Agreement, with a copy by regular mail delivered to Sponsor at the address given at the beginning of this Agreement. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given on the date when personally delivered, when sent via electronic transmission (e-mail), when delivered to the overnight courier, or in the case of mailing, three (3) days after the date mailed in a prepaid sealed wrapper, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

25.2 Sponsor hereby designates and empowers both the Selling Agent and Attorneys for Sponsor, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

25.3 Purchaser hereby designates and empowers Attorney for Purchaser, as Purchaser's agent to give any notice to Sponsor under this Agreement in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser.

26. 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.

27. LIABILITY OF SPONSOR

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, 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 reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

28. FURTHER ASSURANCES

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. 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.

30. COSTS OF ENFORCING AND DEFENDING AGREEMENT

Purchaser shall be obligated to reimburse Sponsor, provided Sponsor is deemed the prevailing party, for any and all legal fees, court costs, disbursements and related expenses, incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement, beyond any applicable grace period, in canceling this Agreement or otherwise enforcing 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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, paragraphs, subsections or other provisions are references to articles, sections, paragraphs, subsections or other provisions of this Agreement.

36. 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.

37. 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.

38. 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, lenders, 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.

39. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer upon any person, other than Sponsor, Purchaser, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

40. 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.

41. 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.

42. COUNTERPARTS

This Agreement and any Riders thereto 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 instrument.

43. GOVERNING LAW/JURISDICTION AND VENUE/AGENT FOR SERVICES OF PROCESS

43.1 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.

43.2 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 Seller 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.

44. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY

44.1 The provisions of this section 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.

44.2 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.

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

45. PURCHASER'S REPRESENTATIONS

45.1 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.

45.2 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. § 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. § 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et. seq.; and the International Emergency Economic Powers Acts, 50 U.S.C. § 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. §§ 1956 and 1957, as amended from time to time.

45.3 The provisions of this section shall survive the Closing of Title to the Unit or the earlier termination of this Agreement.

46. MOLD PREVENTION

The prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause mold and/or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew, microscopic spores, and/or any related matters. This provision shall survive the Closing of Title to the Unit.

47. FINANCIAL CRIMES ENFORCEMENT NETWORK

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 constitute an Event of Default under this Agreement.

48. CERTIFICATION OF SPONSOR AND PRINCIPALS

Consistent with a recent decision of the New York State Appellate Division of the Supreme Court, First Judicial Department, 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. 3d 542 (1st Dept. 2013).

49. SMOKING POLICY

49.1 Purchaser acknowledges and accepts the current smoking policy for the Property, a copy of which is annexed hereto as Schedule "C" in accordance with §17-506.1 of the Administrative Code of the City of New York.

49.2 Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Residential Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

50. PURCHASE BY AN ENTITY [IF APPLICABLE]

51.1 Purchaser represents that as of the date hereof, the individual[s] that control Purchaser [is][are] _____ [and_____] ("Purchasing Individual"). Purchaser acknowledges that at Closing, Purchaser shall deliver to Attorneys for Sponsor all required organizational documents, as determined by Sponsor in its sole discretion, in order to confirm that as of the date of Closing, Purchaser is still under the Control of [a] Purchasing Individual. Purchaser's failure to comply with the provisions of this subsection shall be deemed an event of default under the Purchase Agreement, entitling Sponsor to exercise the remedies set forth in section 13 of the Purchase Agreement.

51.2 The term "Control" shall mean, with respect to any person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person or entity, through ownership of 100% voting securities or 100% of partnership or other ownership or membership interests, by contract or otherwise, or as a result of being the sole beneficiary of a trust.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO PURCHASE AGREEMENT]

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

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

SCHEDULE A

PERMITTED ENCUMBRANCES

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

2. Any state of facts which an accurate survey 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 Tax Lot Drawings 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. Terms, restrictions, covenants, obligations and provisions as set forth in Declaration of Large-Scale General Development made by the City of New York, acting by and through its Department of Housing Preservation and Development dated as of 03/05/2015 and recorded 03/19/2015 in CRFN 2015000094319 as modified by First Modification to Restrictive Declaration dated as of 03/25/2015 and recorded 04/14/2015 in CRFN 2015000124879.

20. Terms, covenants, conditions and provisions for the revesting of title as contained in the Land Disposition Agreement made by and between The City of New York, acting by and through its Department of Housing Preservation and Development and Site 3 DSA Owner LLC dated as of 4/12/2018, recorded 4/19/2018 as CFN 2018000131801.

    WITH REGARD THERETO: Subordination Agreement (LDA and Deed) made by and between The City of New York, acting by and through its Department of Housing Preservation and Development and SM Tactical Finance II-A LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131811.

21. Terms, covenants, conditions and provisions for the revesting of title as contained in the deed made by The City of New York, acting by and through its Department of Housing Preservation and Development to Site 3 DSA Owner LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131802.

    WITH REGARD THERETO: Subordination Agreement (LDA and Deed) made by and between The City of New York, acting by and through its Department of Housing Preservation and Development and SM Tactical Finance II-A LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131811.

22. 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

INSPECTION STATEMENT

Date: _____

Site 3 DSA Owner LLC
c/o Taconic Investment Partners, 111 Eighth Avenue
New York, NY 10011

Re: Residential Unit No: _____ ("Unit")
One Essex Crossing Condominium
202 Broome Street
New York, NY 10002 ("Condominium")

Ladies and Gentlemen:

1. On the date hereof, the undersigned ("Purchaser") or Purchaser's agent ("Purchaser's Rep") inspected the Unit which Purchaser is acquiring from Sponsor and have found the Unit to be in good condition, except as otherwise noted on the attached schedule as Exhibit "A."

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, towel bars, 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 on Exhibit A.

4. Purchaser hereby agrees to provide Sponsor and its contractors, subcontractors, agents and employees, unfettered access to the Unit and any Residential Limited Common Elements appurtenant thereto after Closing in order to complete the work set forth on the Inspection Statement, failing which Sponsor shall be relived of its obligations to complete the items listed on Exhibit A.

PURCHASER(S):

_____
(signature)

_____
(signature)

OR

PURCHASER'S REP:

_____
(signature)

_____
Sponsor's Representative

EXHIBIT A

PUNCHLIST ITEMS:

SCHEDULE C

SMOKING POLICY
FOR One Essex Crossing Condominium

1. For the purpose of this smoking policy, the term "smoking" and similar terms means inhaling, exhaling, burning, or carrying any lighted cigar, pipe, cigarette, e-cigarette, vape pen, or other tobacco or non-tobacco smoking product in any manner or in any form.

2. Except as set forth herein, no Unit Owner, tenant, occupant, or any other person (including without limitation invitees, guests or contractors) occupying or visiting a Unit shall smoke in any common area of the Building, including, but not limited to: all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity spaces, terraces, the roof, or within twenty-five (25) feet of the Building's exterior (all of the foregoing collectively "Prohibited Smoking Locations"). Notwithstanding the above, smoking is permitted on the Terrace on Floor 5 appurtenant to the Office Unit; provided, however, that (i) all cigarette butts, cigar tips, and all other trash are properly disposed of in the appropriate receptacles, and (ii) no nuisance (as determined in the sole and absolute discretion of the Condominium Board) is caused on or within the Property as a result of such smoking.

3. The Condominium Board reserves the right to, in its sole and absolute discretion: (i) modify this Smoking Policy, and (ii) take such actions as may be necessary or desirable to implement, enforce, ensure compliance with, and/or mitigate actual or alleged violations of this Smoking Policy.

4. Each Unit Owner shall inform all persons that do or will occupy or enter a Unit of this policy and shall be responsible for violations thereof. In the event of any violation of this policy, the Condominium Board shall impose a fine of **$250** per occurrence on the common charge account of a Unit, in which the Unit Owner or any other occupant of, or visitor to, shall have been found to be in violation of this policy.

5. Each Unit Owner shall inform their household staff, co-occupants and guests of this policy.

6. A Unit Owner who leases his/her Unit shall include a copy of this policy as an attachment to such lease.

7. A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

8. Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the by-laws of the Condominium.

9. This smoking policy shall be deemed part of the Residential Rules and Regulations of the Condominium, and shall be included in the purchase and leasing waiver application packages of the Condominium, and as part of all leases of Units in the Condominium.

SCHEDULE D

RIDER TO PURCHASE AGREEMENT RE: ESCROW PROVISIONS

This Rider is made as of _____, between Sponsor, Purchaser and Escrow Agent.

Re: Residential Unit No: _____ ("Unit")
One Essex Crossing Condominium
202 Broome Street
New York, NY 10002 ("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 the section of the Plan entitled "Escrow and Trust Fund Requirements" 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 §§352-e(2-b) and 352-h and 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 in the Purchase Agreement, Purchaser shall be obligated to reimburse Sponsor, provided Sponsor is deemed the prevailing party, 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 42nd 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 of Sponsor, Selling Agent, Managing Agent, or any principal thereof, or has any beneficial interest in any of the foregoing.

Escrow Agent has established an escrow account entitled "Starr Associates LLP, Escrow Account" ("Escrow Account") at Signature Bank located at 261 Madison Avenue, New York, New York ("Escrow Bank"). Escrow Bank is authorized to do business in the State of New York.

All instruments to be deposited into the Escrow Account shall be made payable directly to the order of "Starr Associates LLP, as Escrow Agent" or wired directly to the Escrow Account maintained by Escrow Agent pursuant to the Plan, as applicable, and shall be accepted subject to collection. Endorsed instruments will not be accepted. All checks must be drawn on or issued by a bank or trust company which is a member

of the New York Clearinghouse Association. A return of any check delivered in payment of the Initial Deposit, for insufficient funds or for any other reason, shall render 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 Plan and the Unit may be sold to another as though the Purchase Agreement had never been made. A return of any check delivered in payment of any Additional Deposit or the Balance of the Purchase Price, 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 provided therefor under the Purchase Agreement. With respect to wire transferred funds, any wiring fees charged by the initiating and/or receiving bank shall be paid by Purchaser.

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 FormW-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 any 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 Sponsor cancels the Purchase Agreement or Purchaser is entitled to rescind the Purchase Agreement in accordance with the Plan or if 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.

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 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, any 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. Such Deposits 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. If the Purchase Agreement is not fully-executed and delivered to Purchaser within 30 days from the delivery to Sponsor of the partially-signed Agreement by Purchaser to Sponsor together with the Initial Deposit, the partially-signed Purchase Agreement shall be deemed rejected and cancelled and 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 under the Purchase Agreement or under the Plan.

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 defaults. The interest rate to be earned will be the prevailing rate for these accounts. As of January 22, 2019, the interest rate for the Escrow Bank is 0.30%. The interest rate is subject to change by the Escrow Bank. Sponsor makes no representation 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 §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 provision 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 provisions (i) through (iii) of the preceding 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 Rider 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 Rider 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.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO ESCROW RIDER]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

ESCROW AGENT:

Executed solely in connection with the provisions set forth in this Escrow Rider.

STARR ASSOCIATES LLP

By: _____
Name:
Title:

RIDER TO PURCHASE AGREEMENT

RE: STORAGE LOCKER LICENSE

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Residential Unit No: _____ ("Unit")
One Essex Crossing Condominium
202 Broome Street
New York, NY 10002 ("Condominium")

1. STORAGE LOCKER LICENSE

1.1 Sponsor agrees to sell and Purchaser agrees to purchase a license for the use of storage locker #_____ ("Storage Locker") for a purchase price of $_____ ("Purchase Price"). 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 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.

1.3 The term "Deposit" refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit. Payment by Purchaser of any Deposit or the Balance of the Purchase Price due under this Rider shall be subject to the same terms and conditions set forth in subsection 4.2 of the Purchase 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. TEMPORARY CERTIFICATE OF OCCUPANCY

Purchaser 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, and access may not be available for the Storage Locker Area of the Building. In such event, the proceeds from the sale of the Storage Locker License will be held in escrow ("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.

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 Deposits paid pursuant to the terms of this Rider.

5. PERSONAL PROPERTY

Purchaser acknowledges and accepts that the Storage Locker License is being considered personal property for the purposes of the Purchase Agreement and accordingly, is not mortgageable, insurable for title insurance purposes, or otherwise subject to the imposition of transfer taxes. In the event that the transfer taxes are imposed on the sale of the Storage Locker License, payment of such taxes shall be the obligation of Purchaser. This provision shall survive Closing.

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.

9. 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:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

FORM RIDERS TO THE PURCHASE AGREEMENT
RE: UFAS OPTIONAL MODIFICATIONS WITH RESPECT TO
UNITS 7A, 7C, 8J, 10C, AND 11C ONLY

RIDER TO PURCHASE AGREEMENT
RE: UFAS OPTIONAL MODIFICATIONS
[FOR INDIVIDUALS WITH HANDICAPS]

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Residential Unit No: _____ ("Unit")
One Essex Crossing Condominium
202 Broome Street
New York, New York 10002 ("Condominium")

1. UFAS OPTIONAL MODIFICATIONS

1.1 Purchaser acknowledges that the Unit is being constructed with certain accessible features ("Accessible Features") required by the Uniform Federal Accessibility Standards, which Accessible Features are more fully detailed in the Plan.

1.2 Purchaser represents that Purchaser is an "individual with handicaps," as such term is defined in Section 8.3 of Title 24 of the Code of Federal Regulations. In order to accommodate Purchaser's physical handicap in compliance with Section 8.29 of Title 24 of the Code of Federal Regulations ("Section 8.29"), Sponsor has agreed, at Purchaser's option, to perform the following modifications to the Unit in accordance with the design standards provided by the Uniform Federal Accessibility Standards ("UFAS Optional Modifications"), at Sponsor's sole cost and expense:

Purchaser Initials	*Description*
_____	The kitchen sink shall be changed to a similar sink with a depth of 6". Sponsor shall endeavor to install a kitchen sink that is of similar template configuration to that disclosed in the Plan. Purchaser acknowledges that (among other possible differences) the corner radius of the sink may be different. Additionally, the garbage disposal located under the sink will be removed to allow for handicap roll-in clearance below the sink.
_____	Sponsor shall install an additional kitchen cabinet with a height of 48" above the finished floor (over the required 30" work surface).
_____	Sponsor shall provide an accessible microwave on one of the counters in the kitchen.
_____	Sponsor will install handicap "grab bars" and a bathtub seat in the handicap adaptable bathroom(s).
	- or -
_____	Purchaser waives all rights with respect to the installation of any UFAS Optional Modifications in the Unit.

1.3 Purchaser represents that all of the foregoing UFAS Optional Modifications (to the extent that any have been selected/initialed by Purchaser above) have been requested solely in order to accommodate the physical handicap that caused Purchaser to qualify as an "individual with handicaps" under Section 8.23 of Title 24 of the Code of Federal Regulations. Purchaser acknowledges that, except as may otherwise be required by Section 8.29, Sponsor shall have no obligation to perform any

UFAS Optional Modifications outside of those expressly agreed in Paragraph 1.2 of this Rider. There shall be no change to the UFAS Optional Modifications except by a written agreement between Sponsor and Purchaser.

1.4 The make, model and material of all items necessary to furnish any UFAS Optional Modifications shall be chosen by Sponsor in its sole discretion. Sponsor reserves the right to make changes in accordance with the terms of the Plan and applicable Law (including without limitation the terms of Section 8.29).

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.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

RIDER TO PURCHASE AGREEMENT
RE: UFAS OPTIONAL MODIFICATIONS
["INDIVIDUALS WITHOUT HANDICAPS"]

This Rider is made as of _____, between Sponsor and Purchaser.

Re: Residential Unit No: _____ ("Unit")
One Essex Crossing Condominium
202 Broome Street
New York, New York 10002 ("Condominium")

1. UFAS OPTIONAL MODIFICATIONS

1.1 Purchaser acknowledges that the Unit is being constructed with certain accessible features ("Accessible Features") required by the Uniform Federal Accessibility Standards, which Accessible Features are more fully detailed in the Plan. Sponsor has agreed, at Purchaser's option, to perform the following modifications to the Unit in accordance with the design standards provided by the Uniform Federal Accessibility Standards ("UFAS Optional Modifications"), at Sponsor's sole cost and expense:

Purchaser Initials	*Description*
_____	The kitchen sink shall be changed to a similar sink with a depth of 6". Sponsor shall endeavor to install a kitchen sink that is of similar template configuration to that disclosed in the Plan. Purchaser acknowledges that (among other possible differences) the corner radius of the sink may be different. Additionally, the garbage disposal located under the sink will be removed to allow for handicap roll-in clearance below the sink.
_____	Sponsor shall install an additional kitchen cabinet with a height of 48" above the finished floor (over the required 30" work surface).
_____	Sponsor shall provide an accessible microwave on one of the counters in the kitchen.
_____	Sponsor will install handicap "grab bars" and a bathtub seat in the handicap adaptable bathroom(s).
	-OR-
_____	Purchaser waives all rights with respect to the installation of any UFAS Optional Modifications in the Unit.

1.2 Purchaser acknowledges that, except as may otherwise be required by Section 8.29 of Title 24 of the Code of Federal Regulations, Sponsor shall have no obligation to perform any UFAS Optional Modifications outside of those expressly agreed in Paragraph 1.1 of this Rider. There shall be no change to the UFAS Optional Modifications except by a written agreement between Sponsor and Purchaser.

1.3 The make, model and material of all items necessary to furnish any UFAS Optional Modifications shall be chosen by Sponsor in its sole discretion. Sponsor reserves the right to make changes in accordance with the terms of the Plan and applicable Law (including without limitation the terms of Section 8.29).

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.

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____

Name:

Title:

UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, ____, between Site 3 DSA Owner LLC, having an office at c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011 ("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 Residential Unit No. ____ in the building ("Building") known as One Essex Crossing Condominium ("Condominium") and by the street number 202 Broome Street, 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 [_____], 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 [_____], as CRFN# [_____] ("Declaration"). The Unit is also designated as Tax Lot 150 in Block 346 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Tax Lot Drawings of the Building, certified by CetraRuddy Architecture, D.P.C. on [_____], and filed with the Department of Finance of The City of New York on [_____], as Condominium Plan No. [_____] and also filed in the Register's Office on [_____], as Condominium Map No. [_____];

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 April 12, 2018 and recorded in the Register's Office on April 19, 2018 as CRFN 2018000131802.

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 §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 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:

SITE 3 DSA OWNER LLC

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 RESIDENTIAL UNIT DEED

DESCRIPTION OF THE LAND

One Essex Crossing Condominium
202 Broome Street
New York, NY 10002
Block: 346

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 One Essex Crossing Condominium, located at 202 Broome Street, New York, NY 10002 ("Premises") is made as of _____, 20___ between Site 3 DSA Owner LLC ("Sponsor") and _____ ("Purchaser") (together, the "Parties").

BACKGROUND

A. Sponsor is the sponsor of an offering pursuant to an offering plan ("Plan") to convert the Premises to condominium ownership.

B. The Parties executed a Purchase Agreement for the Unit dated _____, 20___ as may be amended from time to time ("Purchase Agreement").

C. The Parties executed a Rider to the Purchase Agreement ("Rider") pursuant to which Purchaser was granted the right to enter into a Use and Occupancy Agreement and thereby use and occupy the Unit pre-closing.

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 Plan, Purchase Agreement and Rider, as amended.

2. The term ("Term") of the Use and Occupancy Agreement shall commence on _____, 20___ ("Occupancy Date") and shall end on the date occurring on the earlier of: (a) the Closing of Title to the Unit pursuant to the terms of the Purchase Agreement, and (b)_____, 20___, unless the date is extended in accordance with the terms of this Use and Occupancy 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 without deduction or offset, use and occupancy 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 a 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. Purchaser warrants that the Unit has been inspected and examined and Purchaser shall accept title to the Unit at Closing in the same "as is" condition as existed on the Occupancy Date, except for items set forth on the Inspection Statement executed by Purchaser prior to the Occupancy Date, if any.

5. During the Term, Purchaser shall keep the Unit clean and in good condition and no person other than Purchaser and Purchaser's family may occupy the Unit (subject in all events to the Declaration of Condominium, the By-Laws and the Rules and Regulations of the Condominium) and the Unit may not be sublet, and/or occupied by any other person without the express prior written consent of Sponsor. Purchaser shall not harbor any pets in the Unit without Sponsor's prior written consent. Purchaser shall not perform any alterations, modifications, renovations and/or repairs to or in the Unit without Sponsor's prior written consent. Purchaser acknowledges that while the Unit may be legally occupied, certain services and facilities in the Building may be subject to shut-off or otherwise unavailable as a result of ongoing construction. Purchaser agrees that the interruption or failure of any such services or facilities shall not be an objection or defense by Purchaser to any of the conditions or obligations set forth in this Use and Occupancy Agreement

or under the Purchase Agreement, nor shall Purchaser be entitled to any reduction in the Payments required in paragraph 3 hereunder or in the Purchase Price.

6. It is specifically understood and agreed that Sponsor and the Condominium Board shall be free 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 or their respective agent(s). Commencing on the Occupancy Date and throughout the Term, Purchaser shall obtain and maintain (a) personal general 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 thereto or any part thereof, with limits not less than $_____ for bodily injury or death arising out of any one occurrence and $_____ for damage to property plus at least $_____ umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements and betterments and personal property). Such insurance shall name Sponsor and the Condominium Board as additional insured parties and may not be cancelled without prior written notification to Sponsor. Purchaser shall indemnify, defend and hold Sponsor and the Condominium Board harmless from and against any and all costs, expenses, liabilities and/or obligations (including, without limitation, reasonable attorneys' fees and disbursements) 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 or their respective agent(s).

7. It is specifically understood and agreed that nothing contained herein shall serve to waive or modify the rights of Sponsor or Purchaser under the Purchase Agreement in the event the parties 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 this Use and Occupancy Agreement or Purchaser's occupancy of the Unit, which is provided solely as an accommodation to Purchaser.

9. In the event Purchaser files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it subsequent to the execution of this Use and Occupancy Agreement, Purchaser acknowledges, warrants and represents, to the maximum extent permitted by law, that, as of the date of this Use and Occupancy Agreement: (i) Purchaser is presently occupying the Unit with no rights of possession, whether legal or equitable, in the Unit, except as otherwise provided in this Use and Occupancy Agreement; (ii) the automatic stay, pursuant to 11 U.S.C. §362(a), does not bar or prevent Sponsor from recovering possession of the Unit, and (iv) a trustee-in-bankruptcy may not assume or reject Purchaser's right to occupy the Unit, pursuant to 11 U.S.C. §365.

10. In the event that (i) Purchaser defaults under the terms of this Use and Occupancy Agreement which default is not cured within 10 days of notice (other than Purchaser's failure to make a Payment within ten (10) days of the first day of the month in which such Payment is due, in which event Sponsor shall not be required to send notice of default and the event of default shall be deemed to have occurred on the 11th day after the date on which such Payment is due) or (ii) the Term expires, Purchaser shall 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").

11. Purchaser acknowledges that it would be difficult, if not impossible, to actually assess the damage that would be suffered by Sponsor as a result of Purchaser's failure to faithfully perform its obligation to vacate and surrender the Unit on or before the Vacate Date. Therefore, it is expressly agreed that if

Purchaser fails to vacate and surrender exclusive possession of the Unit on or before the Vacate Date and/or seek an extension of time to remain in the Unit beyond the Vacate Date and/or fails to deliver the keys to the Unit on or before the Vacate Date, Purchaser, in addition to having liability for the damages available hereunder or available to Sponsor at law or equity, shall be liable to Sponsor for liquidated damages in a sum equal to $_____ ("Liquidated Damage Payments," each a "Liquidated Damages Payment") for each day between the Vacate Date and the date on which Purchaser vacates and surrenders exclusive possession of the Unit or Sponsor obtains vacant, legal and physical possession of the Unit. The obligation to make Liquidated Damage Payments begins on the first day following the Vacate Date. The Parties agree that the requirement that Purchaser make Liquidated Damage Payments and that Sponsor recover the attorneys' fees and costs in enforcing the terms of this Use and Occupancy Agreement is fair and reasonable under the circumstances and does not constitute a penalty. This paragraph shall not constitute a modification or waiver of Purchaser's obligation to vacate the Unit on or before the Vacate Date in accordance with the terms of the Use and Occupancy Agreement.

12. At Sponsor's option, Liquidated Damage Payments may be deducted from the Security Deposit (defined below). The Liquidated Damage Payments shall be in addition to the Payment required to be paid by Purchaser in paragraph 3 and is in addition to all other charges Purchaser is required to pay pursuant to this Use and Occupancy Agreement and all of Sponsor's remedies under the Purchase Agreement.

13. Purchaser agrees: (i) that Sponsor, without notice, may commence a summary holdover proceeding for the purpose of enforcing this Use and Occupancy Agreement; (ii) that Purchaser will consent in the holdover proceeding to the personal and subject matter jurisdiction of the court and waive any and all substantive and procedural defenses to the proceeding; and (iii) that Sponsor may file a Stipulation of Settlement ("Stipulation") (a copy of which is annexed hereto) by which Purchaser, among other things, consents to a final judgment of possession and the execution of a warrant of eviction without further notice. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor the Stipulation, the terms of which are incorporated herein.

14. 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, personal property and attorneys' fees and court costs. At Sponsor's option, all actual and incidental costs may be deducted from the Security Deposit, and Purchaser shall be liable for the balance of the costs that exceed the Security Deposit.

15. As security for the performance of Purchaser's obligations hereunder, including, without limitation, making all Payments, Liquidated Damage Payments, attorneys' fees, and reimbursing Sponsor for any and all expenses attendant to performing repairs to the Unit necessitated by Purchaser's occupancy and other incidental costs and expenses, Sponsor hereby acknowledges receipt of $_____ ("Security Deposit"). The Security Deposit shall be returned to Purchaser (less deductions as set forth in this paragraph) either upon Closing or, if the Purchase Agreement has been terminated, within 15 days after the Unit is surrendered to Sponsor as required by this Use and Occupancy Agreement.

16. Any default by Purchaser under this Use and Occupancy Agreement that continues beyond the applicable grace period shall constitute an Event of Default by Purchaser under the Purchase Agreement entitling Sponsor to exercise any and all remedies provided for in the Purchase Agreement, provided however, that any default by Purchaser under the Purchase Agreement that continues beyond the applicable grace period shall constitute a default by Purchaser under this Use and Occupancy Agreement entitling Sponsor, in its sole option, to terminate this Use and Occupancy Agreement in accordance with its terms and with Law.

17. Simultaneously with the execution of this Use and Occupancy Agreement, Purchaser shall execute and deliver to Sponsor the stipulation of settlement in the form annexed hereto ("Stipulation"), the terms of which are incorporated herein.

18. Purchaser expressly acknowledges Purchaser's obligation to and shall comply with the Condominium Declaration, By-Laws and Rules and Regulations.

19. If any Payment due under this Use and Occupancy Agreement is received after the 10th of the month, Purchaser shall pay to Sponsor a late fee in the sum of $_____. If any check delivered by Purchaser to Sponsor is returned for insufficient funds or is uncollectible for any reason, Purchaser shall pay to Sponsor a returned check fee in the amount of $_____. In addition, Sponsor has the right to treat a check from Purchaser that has been returned for insufficient funds as a default under the Purchase Agreement, for which Sponsor may exercise all remedies available under the Purchase Agreement and Law.

20. The Residential Rules and Regulations and the form of Purchase Agreement set forth in Part II of the Plan provide the smoking policy for the Property ("Smoking Policy") in accordance with §17-506.1 of the Administrative Code of the City of New York: No Unit Owner, tenant, occupant, or any other person occupying or visiting a Unit shall smoke in any common area of the Building or within 25 feet of the Building's exterior, except that smoking will be permitted on the terrace on Floor 5 appurtenant to the Office Unit. Purchasers are advised to refer to the Residential Rules and Regulations to read the Smoking Policy in its entirety. Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including without limitation the imposition of fines or penalties against the Unit Owner. Purchasers are advised that the By-Laws empower the Condominium Board to amend the Residential Rules and Regulations, including without limitation to modify or replace the Smoking Policy, and Sponsor makes no representations or guarantees as to whether the Condominium Board will choose to do so at any time.

21. This Use and Occupancy Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York.

22. In the event of any inconsistency between the provisions of this Use and Occupancy Agreement and those contained in the Plan, the provisions of this Use and Occupancy Agreement shall govern and be binding.

23. Any notices or documents required to be given pursuant to this Use and Occupancy Agreement must be delivered if to Sponsor to c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011, with a copy to Starr Associates LLP, 220 East 42nd Street, Suite 3302, New York, New York 10017, Attention: Andrea L. Roschelle, Esq.; and if to Purchaser to Attorney for Purchaser. 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.

24. This Use and Occupancy Agreement shall be subordinate to any loan entered into heretofore between Sponsor and any lender to finance the construction of the Building.

25. This Use and Occupancy Agreement may only be modified by an agreement in writing signed by the parties hereto. No oral understanding or agreement shall be effective to modify, change or alter the terms or conditions of this Use and Occupancy Agreement.

26. Neither party nor their respective attorney shall be deemed to be the sole drafter hereof, and the parties hereto waive the benefit of any rule of construction relating to the interpretation of a document against the drafter.

27. 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.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO USE AND OCCUPANCY AGREEMENT]

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

Site 3 DSA Owner LLC

Petitioner-Owner,

- against -

Premises: One Essex Crossing Condominium
202 Broome Street
New York, NY 10002

Respondent-Occupant.

Index No.
L&T -

STIPULATION OF SETTLEMENT
HOLDOVER

WHEREAS, Petitioner and Respondent entered into a certain Purchase Agreement ("Purchase Agreement"), dated as of _____, 20___, pursuant to which Petitioner agreed to convey and Respondent agreed to purchase Unit ____ located in a building known as One Essex Crossing Condominium, 202 Broome Street, New York, NY 10002 ("Premises"); and

WHEREAS, Respondent has been occupying the Premises pursuant to a use and occupancy agreement ("Use and Occupancy Agreement"); and

WHEREAS the term Respondent was permitted to occupy the Premises under the Use and Occupancy Agreement ("Term") has expired, but Respondent continues to use, occupy and possess the Premises past the Term without the permission of Petitioner; and

WHEREAS, Respondent has agreed to vacate the Premises;

NOW, THEREFORE, in for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants contained herein, the parties hereto wish to settle all claims and resolve all disputes and differences among them and do hereby stipulate and agree as follows:

1. Respondent acknowledges having received and was duly served with the Notice of Petition and Petition Holdover by which Petitioner seeks a final judgment of possession for the Premises and a warrant of eviction ("Warrant") removing Respondent from the Premises.

2. Respondent accepts service, waives traverse and all objections to personal and subject matter jurisdiction, if any. Respondent admits as true each and every allegation set forth in the petition, waives trial by jury, and waives all defenses, affirmative defenses and counterclaims of any kind or nature and the service of any notice before the Warrant may be executed.

3. Respondent expressly: (i) waives any and all objections of any kind or nature to the service, substance or sufficiency of notices, if any, served prior to the commencement of this proceeding, (ii) acknowledges that the term granted to Respondent under the Use and Occupancy Agreement has expired; (iii) acknowledges that it has no further right, title or interest in or to the Premises and that (iv) Respondent remains in possession of the Premises past the Term without permission as a "holdover" occupant.

4. Respondent consents to the entry of a final judgment of possession for the Premises and to the immediate issuance and execution of the Warrant and agrees to be evicted from the Premises. Any personal property remaining in the Premises after eviction shall be deemed abandoned.

5. The terms of the Use and Occupancy Agreement shall govern the obligations of the parties, except as modified by the terms of this Stipulation and Order.

6. Respondent hereby waives, abandons, relinquishes and surrenders any rights it may have to (i) an extension of time to cure any breach of condition set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant (iii) judicial intervention of any kind or nature to extend, modify or toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder (iv) appeal from any order of the Court resulting from this Stipulation and Order.

7. If Petitioner shall employ counsel to enforce any of Respondent's obligations under this Stipulation and Order or to defend any litigation commenced by Respondent in connection with this Stipulation and Order, including, without limitation, an application seeking (i) an extension of time to cure any breach of condition as set forth in this Stipulation and Order (ii) any stay, order or injunction preventing the execution of the Warrant, (iii) judicial intervention of any kind or nature to extend, modify, toll the time periods set forth herein or collaterally attack the enforceability of any of the terms or provisions hereunder; or (iv) to appeal from any order of the Court resulting from this Stipulation and Order, notwithstanding the prohibition in this Stipulation and Order of Respondent seeking such relief, and if Petitioner shall be compelled to enforce Petitioner's rights hereunder, Respondent shall pay all of the Petitioner's costs and expenses in connection therewith, including, without limitation, attorneys' fees and disbursements.

8. Respondent warrants and represents that, in executing this Stipulation and Order, Respondent has relied on legal advice from an attorney of Respondent's choosing, is entering into this Stipulation and Order voluntarily and without duress and that the terms of this Stipulation and Order have been read and its consequences (including risks, complications, and costs) have been fully explained to Respondent by its attorney. Respondent further represents that it has not relied on any promise or representation made outside this Stipulation and Order.

9. The parties hereto expressly agree that the Court shall retain jurisdiction over the enforcement of the provisions of this Stipulation and Order.

10. The parties hereto shall cooperate fully so as to facilitate the compliance with all of the obligations set forth in this Stipulation and Order. All documents required to be executed by Respondent shall be delivered to the Petitioner so requesting within three (3) business days, delivery to be made by hand or overnight courier.

11. In the event of a conflict between the terms of the Use and Occupancy Agreement and those of this Stipulation and Order, the terms of this Stipulation and Order shall prevail.

12. This Stipulation and Order constitutes the entire agreement between Petitioner and Respondent with respect to the subject matter hereof and no oral representations exist between the parties with respect thereto. This Stipulation and Order shall constitute an Order of the Court, subjecting a party who violates its provisions to all rights and remedies available for the violation of a Court order.

13. This Stipulation and Order is the product of substantial negotiations between the parties and, as such, no negative inferences shall be drawn against either party as the drafter hereof.

14. This Stipulation and Order shall be filed with the Court and shall become an Order of the Court upon signature of any judge sitting in the civil court without further notice to either party.

Dated: New York
_____, 20___

By: _____

STARR ASSOCIATES LLP
Attorneys for Petitioner
220 East 42nd Street, Suite 3302
New York, New York 10017
(212) 620-2681

By: _____
RESPONDENT

By: _____
RESPONDENT

SO ORDERED:

_____
JUSTICE OF THE CIVIL COURT

STORAGE LOCKER LICENSES

STORAGE LOCKER LICENSE

AGREEMENT made this _____ day of _____ ("Storage Locker License") by and between Site 3 DSA Owner LLC, having an office at c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011 ("Sponsor"), and the Condominium Board of One Essex Crossing Condominium on behalf of all Unit Owners, having an address at 202 Broome Street, New York, NY 10002 ("Condominium Board") (Sponsor and the Condominium Board are sometimes collectively referred to as "Licensor") and _____ having an address at 202 Broome Street, Unit _____, New York, NY 10002 ("Licensee");

W I T N E S S E T H :

WHEREAS, One Essex Crossing 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 202 Broome Street, New York, NY 10002 ("Building"); and

WHEREAS, storage lockers are located in a portion of the Building ("Storage Locker Area"); and

WHEREAS, Licensee owns or simultaneously herewith is acquiring Residential Unit No. _____ in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of that certain storage locker designated as Storage Locker #____ ("Storage Locker") for so long as Licensee owns a Residential Unit in the Condominium; and

WHEREAS, the Condominium Board granted Sponsor the exclusive right to sell, without charge, licenses for the use of Storage Lockers (each a "Storage Locker License") and the Condominium will not be entitled to any of the proceeds from such sale; and

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 for the exclusive use of the Storage Locker and Licensee hereby accepts the Storage Locker License from Licensor for a term commencing on the date hereof.

2. The Condominium Board has the right to impose and/or regulate license fees and Special Assessments in connection with the Storage Locker or Storage Locker License. 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 Residential Unit Owner, and in no event shall any food or other perishable item be stored therein. Licensee acknowledges that the Storage Locker may not be used for (a) storing 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, or (b) sleeping or other occupancy uses (each, a "Prohibited Use") and that the use of the Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of the Storage Locker shall be borne by Licensee.

4. A Storage Locker may not be licensed independently of a Residential Unit. This Storage Locker License shall automatically terminate at such time as Licensee no longer owns a Residential Unit, unless this Storage Locker License is assigned to and assumed by another Residential Unit Owner in accordance with the terms of this Storage Locker License and the Condominium Documents. Licensee may also voluntarily surrender the Storage Locker License to the Condominium Board.

5. This Storage Locker License may be assigned by Licensee at any time provided that (i) the assignee is a Residential 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 is delivered 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.

6. Licensee shall not store any property in the Storage Locker Area outside of the Storage Locker.

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. All obligations with respect to maintenance and repair in or to the Storage Locker shall be governed by the terms of the Condominium Documents.

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 and/or the Storage Locker Area. In the event of a power outage, any resulting loss or damage in or to the Storage Locker or the contents therein will be at the sole cost of the Licensee. Licensor, Licensor's agents or 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. Licensee acknowledges that the Storage Locker and the Storage Locker Area will not be serviced by an emergency generator.

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 (i) deny access to and use of the Storage Locker until Licensee cures such default and/or (ii) terminate this Storage Locker 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 a 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) day period, TIME BEING OF THE ESSENCE, then this Storage Locker License shall be deemed terminated. Upon the termination of this Storage Locker License, the Condominium Board will be released and discharged of all further liability and obligations under this Storage Locker License, and the

Storage Locker may be licensed to another as though this Storage Locker License had never been made, and without any obligation to account to Licensee for any of the proceeds.

12. The Condominium Board and/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 and to make such repairs, replacements and improvements as the Condominium Board shall deem necessary.

13. 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. Licensee acknowledges and agrees that this Storage Locker License is being considered personal property and accordingly, is not mortgageable, insurable for title purposes, or otherwise subject to the imposition of transfer taxes. In the event that transfer taxes are imposed on the sale or transfer of this Storage Locker License, payment of such taxes shall be the obligation of Licensee. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Storage Locker License.

14. 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.

15. Licensee shall be obligated at its sole cost and expense to obtain and maintain insurance in amounts sufficient to cover the property located in the Storage Locker, as determined by the Condominium Board.

16. 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 cure period, enforcing Licensee's obligations hereunder.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Storage Locker and Storage Locker Area.

24. Upon the surrender or termination (for any reason whatsoever) of this 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 Residential Unit Owner for such consideration as the Condominium Board shall deem appropriate in its sole discretion and without any obligation to compensate Licensee therefor. 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 Locker Licenses.

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:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

ONE ESSEX CROSSING CONDOMINIUM

By: _____
Name: _____
Title:_____

LICENSEE:

_____
(signature)

_____
(signature)

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 Storage Locker # ___ ("Storage Locker") located in the Building known as One Essex Crossing Condominium, located at 202 Broome Street, New York, NY 10002, 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:

One Essex Crossing Condominium

By: _____
Name:
Title:

DECLARATION OF CONDOMINIUM

DECLARATION

Establishing a Plan for Condominium Ownership of the Premises Known as

ONE ESSEX CROSSING CONDOMINIUM

and having a street address of

202 BROOME STREET
NEW YORK, NY 10002

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

Name: **One Essex Crossing Condominium**

Sponsor: **Site 3 DSA Owner LLC**
c/o Taconic Investment Partners, 111 Eighth Avenue
New York, NY 10011

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 346 F/K/A Lot 150, 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

ONE ESSEX CROSSING CONDOMINIUM

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

Site 3 DSA Owner LLC, a limited liability company organized under the laws of the State of Delaware, having an office at c/o Taconic Investment Partners, 111 Eighth Avenue, New York, NY 10011 ("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, if any, 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. The Condominium Board shall be obligated to cooperate with Sponsor in connection with any Excess Development Rights.

ARTICLE 3

NAME OF THE CONDOMINIUM

The Condominium shall be known as One Essex Crossing 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: 83 Residential Units, 35 Storage Lockers, and 4 Non-Residential Units (including a Retail Unit, an Office Unit, a Market Line Unit, and a Broome Street Gardens Unit) contained in a structure comprising fourteen (14) above-grade stories, two (2) below-grade levels, one (1) roof level, and one (1) bulkhead roof level. For purposes of marketing, the floors of the Building are designated C2, C1, 1-12, Penthouse, Penthouse Roof, Bulkhead Roof 1, and Bulkhead Roof 2. 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 Residential Units will be located on Floors 6 to Penthouse Roof (Floor 14).

5.1.2 The Storage Lockers will be located on the Cellar level.

5.1.3 The Office Unit will be predominantly located on portions of the Ground Floor and Floors 2-5.

5.1.4 The Retail Unit will be located on portions of the Ground Floor.

5.1.5 The Market Line Unit will be located on portions of the Subcellar and Ground floors.

5.1.6 The Broome Street Gardens Unit will be located on portions of Floor 2.

5.2 The Building is classified as being of fire proof construction. The Building structural system consists of reinforced cast-in-place concrete. The roof systems consist of either a conventional or Inverted Roof Membrane Assembly (IRMA) roofing assembly system with 2-ply sheet roofing membrane and liquid applied flashing system.

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 Tax Lot Drawings.

6.2 Each Unit is measured from the exterior side of exterior walls and the centerline of the public corridor, elevator and stairs to the centerline of the partitions separating one Unit from another Unit (columns mechanical pipes, shafts, chases and conduits are not deducted from the measurements of the Units). Each Unit is measured vertically from the top of the concrete slab (located under the finished flooring and sub-flooring materials) to the underside of the slab above. Terraces are measured horizontally from the outside face of exterior walls or glazing of the Building to the glass guardrails and to the centerline of the privacy screen separating one Terrace from another Terrace or other Common Element.

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), hallways exclusively serving such Unit (with respect to full-floor Units), 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 Residential Unit from the electrical panel (including electrical branch wiring but excluding electrical service riders) and serving or benefiting only that Unit.

6.4 Each Non-Residential Unit also includes, in addition to the items listed in Section 6.3 above, to the extent located in such Non-Residential Unit, and each Non-Residential Unit Owner shall be responsible for, any elevator, escalator, staircase, freight or service entrance, driveway, ramp, canopy and all related Facilities servicing such Non-Residential Unit exclusively including, Facilities and areas designated as part of a Non-Residential Unit as shown on the Tax Lot Drawings, outdoor signage and exterior lighting for such Non-Residential Unit, all storefronts, entranceways, windows, window frames, skylights and skylight structures and glass panels, door assemblies and related and similar installations on the exterior façade opening into or immediately adjacent to the Non-Residential Unit and any loading berths exclusively servicing such Non-Residential Unit.

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 Residential 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, the Residential Common Elements, the Residential Limited Common Elements, the Non-Residential Common Elements, the Broome Street Gardens/Market Line Common Elements, and the Office 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, load-bearing walls, 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 or Non-Residential Unit from a Residential Unit and/or Residential Common Element and/or a Residential Limited Common Element, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such General Common Element or Non-Residential Unit, as the case may be, to the extent that the same are not expressly included as part of the Residential Common Elements pursuant to the terms of subsection 7.3 below or the Residential Limited Common Elements pursuant to the terms of subsection 7.4 below or the Non-Residential Common Elements pursuant to the terms of subsection 7.5 below or the Broome Street Gardens/Market Line Common Elements pursuant to the terms of subsection 7.6 below or the Office Limited Common Elements pursuant to the terms of subsection 7.7 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 both the Residential Units and the Non-Residential Units and/or both the General Common Elements, the Residential Common Elements and the Residential Limited Common Elements, to the extent that the same are not expressly included as a part of the Residential Common Elements pursuant to the terms of subsection 7.3 below or the Residential Limited Common Elements pursuant to the terms of subsection 7.4 below or the Non-Residential Common Elements pursuant to the terms of subsection 7.5 below or or the Broome Street Gardens/Market Line Common Elements pursuant to the terms of subsection 7.6 below the Office Limited Common Elements pursuant to the terms of subsection 7.7 below or a Unit pursuant to the terms of Article 6 hereof.

(iv) on the Subcellar Level: the DW POE, storm tank, pump, and HWH room; the HVAC room; back of house room and corridor; pump room; telecom room; DAS room; ATS room; domestic water/plumbing room; storm tank; fuel tank; mechanical room; and ejector pump room.

(v) on the Cellar Level: the suction and storm tanks; network compartment, gas meter/booster room; switch gear room ;water heater mezzanine; super's office, employee lounge and bathroom; and back of house corridor.

(vi) on the Ground Floor: the loading dock; security/dock master's office; janitor's closet; and back of house corridor.

(vii) on Floor 6: the electrical room and electrical closet.

(viii) On Floor 10: mechanical bulkhead area and the immediately adjacent pathway.

(ix) on penthouse roof level (Floor 14): corridor, emergency generator, ERU room, boiler room; and electric room.

(x) on bulkhead roof 1 level (roof): mechanical roof, storage room, and other mechanical and equipment areas.

(xi) on bulkhead roof 2 level (bulkhead roof): elevator machine room.

(xii) the stairways designed as a General Common Element on the Tax Lot Drawings.

(xiii) all other parts of the Property, including egress stairways, 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 Residential Common Elements consist of those portions of the Building, as well as those Facilities therein, either currently or hereafter existing for the exclusive common use of the Residential Units or of the Residential Unit Owners only. Without intending to limit the generality of the foregoing in any respect, the Residential Common Elements include:

(i) passenger elevators and their respective bulkheads, shafts, pits and equipment rooms to the extent servicing the Residential Units or Residential Common Elements exclusively, and the residential hallways.

(ii) on the Cellar level: super's storage room and laundry room.

(iii) the Storage Locker Area, together with all the Storage Lockers therein, located on the Cellar Level.

(iv) on the Ground Floor: refuse/recycling storage room, together with its shafts and equipment; mail room; refrigerated storage room; package room; residential lobby; and residential lounge.

(v) residential bicycle storage room, which is located on the Ground Floor.

(vi) on Floors 2-5: the residential core.

(vii) on Floor 6: the amenity lounge; amenity kitchenette; bathrooms; janitor's closet; play room; amenity corridor.

(viii) the fitness center and all equipment, finishings and furniture contained therein, located on Floor 6.

(ix) on Floor 7: inaccessible terrace areas adjacent to the Terraces appurtenant to Residential Units 7B and 7N.

(x) on the Penthouse Roof level: the mechanical terrace.

(xi) all masonry walls, partitions, floors and ceilings in, on or under the Building, separating a Residential Unit from another Residential Unit or a Residential Common Element and that portion of all such masonry walls, partitions, floors and ceilings separating a Residential Common Element from a General Common Element or Non-Residential Unit, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Residential Common Element.

(xii) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems which serve the Residential Units and/or the Residential Common Elements and/or the Residential Limited Common Elements only.

(xiii) all interior portions of the Building 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 Residential Units or the Residential Unit Owners or necessary for, or convenient to the existence, maintenance or safety of the Property, to the extent that the same are not expressly included as part of the General Common Elements pursuant to the terms of subsection 7.2 above or the Residential Limited Common Elements pursuant to the terms of subsection 7.4 below or the Non-Residential Common Elements pursuant to the terms of subsection 7.5 below or the Broome Street Gardens/Market Line Common Elements pursuant to the terms of subsection 7.6 below or the Office Limited Common Elements pursuant to the terms of subsection 7.7 below or a Unit pursuant to the terms of Article 6 hereof.

7.4 The Residential 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 Residential Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Residential Limited Common Elements include: the Terraces adjoining certain Residential Units more particularly set forth on Exhibit "B" to this Declaration entitled "Description of Units."

7.5 The Non-Residential Common Elements consist of those portions of the Building, as well as those Facilities therein, either currently hereafter existing for the exclusive common use of the Non-Residential Units or of the Non-Residential Unit Owners only. Without intending to limit the generality of the foregoing in any respect, the Non-Residential Common Elements include: the commercial super's storage located on the Cellar level.

7.6 The Broome Street Gardens/Market Line Common Elements consist of those portions of the Building, as well as those Facilities therein, either currently or hereafter existing for the exclusive common use of the Broome Street Gardens Unit Owner and Market Line Unit Owner, and each of their respective Permitted Users. Without intending to limit the generality of the foregoing in any respect, the Broome Street Gardens/Market Line Common Elements include: the elevator (C9) located in the Southeastern portion of the Property on portions of the Subcellar level, the Ground Floor, and Floor 2 of the Building, and the elevator machine room located adjacent to such elevator on the sub-cellar level.

7.7 The Office Limited Common Elements consist of the Terrace located on Floor 5 of the Building.

7.8 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.

7.9 In connection with a permitted subdivision of a Non-Residential Unit as contemplated in Article 5 of the By-Laws, each Non-Residential Unit Owner has the right to create one or more additional categories of Common Elements within the Non-Residential Unit serving the resulting Non-Residential Units.

ARTICLE 8

DETERMINATION OF COMMON INTEREST AND RESIDENTIAL 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 The percentage interest of all Residential Units in the Residential Common Elements is apportioned in the same proportion that the Residential Units at the date of this Declaration bear to the then aggregate Common Interest of all of the Residential Units in the Condominium.

ARTICLE 9

USE OF UNITS AND STORAGE LOCKERS

Reference should be made to section 5.7 and 5.9 of the By-Laws for terms, covenants, conditions, descriptions and other information relating to the use of the Units, which are, by this reference, incorporated herein and made a part of this Article 9 of this Declaration as if set forth at length in the text hereof.

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 Subject to the terms of the By-Laws and the Residential Rules and Regulations, if applicable, Sponsor, the Residential Unit Owners, Selling Agent, 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 Residential Common Elements, and the Residential Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Residential Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

10.3 Each Non-Residential Unit Owner and its Permitted Users shall have an easement in, over, under, through or upon the Common Elements or elsewhere on the Property (i) for the purpose of accessing such Non-Residential Unit or any portion of the Building servicing such Non-Residential Unit, (ii) for the purpose of exiting the Building in the event of an emergency, and (iii) to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or Facilities forming a part of or servicing such Non-Residential Unit. In addition to the foregoing, so long as in accordance with Law, each Non-Residential Unit Owner and its Permitted Users shall have the right and an easement, as applicable, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any, subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior façade and/or the windows of the Non-Residential Unit, including, without limitation, any storefronts, (ii) create additional means

of egress and ingress to such Non-Residential Unit, (iii) to erect, maintain, repair and replace, from time to time, one or more signs, of such size and content as the Non-Residential Unit Owner shall determine, in the storefronts (if any) and windows of such Non-Residential Unit and on the exterior façade of the Building for the purposes of advertising (a) the sale or rental of all or any portion of the Non-Residential Unit, or (b) the operation of any business for which such Non-Residential Unit is used. All signs shall comply with the Uniform Land Use Review Procedure (ULURP) and Law. Additionally, each Non-Residential Unit Owner and its Permitted Users shall have the right and an easement, as applicable, subject only to the prior written consent of Sponsor, to use the sidewalk adjacent to such Non-Residential Unit for any purposes permitted by Law, including, without limitation, food and beverage services and the placement of outdoor seating, tables, lighting and signage on such sidewalk, provided that the entrances to the Building and the area within ten (10) feet of the residential and Office Unit entrances (unless otherwise authorized by Sponsor) are not impeded by such use.

10.4 Each Residential Unit Owner whose Residential Unit has one or more appurtenant Residential Limited Common Elements shall have an exclusive easement for the use thereof. The Residential 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 and Residential 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 sale or renting of Unsold Residential 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 Without limiting the generality of all other easements and rights granted herein, Sponsor, the Managing Agent, and the Condominium Board and each of their respective Permitted Users, in, through and upon:

(a) all Terraces appurtenant to Residential Units, as well as the corresponding Residential Units themselves, for the purposes of: (1) accessing, utilizing, maintaining and replacing, the window washing equipment, the rig sockets and davits, and (2) performing façade maintenance and repairs, and for accessing, utilizing, maintaining, and replacing any related equipment;

(b) Residential Units located on Floor 10 and the Terraces appurtenant thereto, for the purpose of accessing, utilizing, maintaining and replacing the exhaust fans and other equipment located on the Terrace;

(c) Residential Units 7B and 7N and the Terraces appurtenant thereto, for the purpose of accessing, utilizing, and maintaining the inaccessible terrace areas located adjacent to such Terraces; and

(d) all Units containing access panels for the purposes of changing or modifying the number and location of such access panels, or as may be necessary for the maintenance, repair, or replacement of mechanical, electrical, plumbing, or other equipment or systems, or otherwise from such access panel.

10.7 Without limiting the generality of all other easements and rights granted herein, the Office Unit Owner and its Permitted Users shall have an easement in, through and upon: (1) the portion of the Market Line Unit located on the Ground Floor, (2) the Broome Street Gardens Unit located on Floor 2, and (3) the Broome Street Gardens/Market Line Common Elements, all for the purposes of accessing the Office Unit through the entrance directly adjacent to the Broome Street Gardens Unit; provided, however, that such easement shall only be exercised by the Office Unit Owner and its Permitted Users during the hours of operation of both the Market Line Unit and Broome Street Gardens Unit, or as otherwise determined by the Market Line Unit Owner and Broome Street Gardens Unit Owner.

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 (including any Common Elements located therein) 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 Residential Limited Common Elements and 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 Residential Unit, any Non-Residential Unit Owner with respect to a Non-Residential 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, the Non-Residential Unit Owner 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 normal conduct of business carried on within the Non-Residential Unit or with the use of the Residential 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 mechanical equipment on the roof of the Building.

11.3 Sponsor and its Permitted Users for so long as Sponsor shall own any Unsold Residential Unit, shall have an easement for ingress and egress through all of the Common Elements 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 Residential 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 any Residential Limited Common Elements 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 Subject to the terms of the By-Laws, each Non-Residential Unit Owner shall have an easement to install, operate, maintain, repair, alter, rebuild, restore and replace any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or relating to the Non-Residential Unit in, over, under, through or upon the Common Elements or elsewhere on the Property; provided that access to the Common Elements or other portions of the Property in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Common Elements and such other portions of the Property for their permitted purposes.

11.8 The Condominium and Building shall be designated and known as the One Essex Crossing 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. 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, etching, and/or other similar signage ("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.

11.11 Sponsor and its Permitted Users (regardless whether Sponsor owns an Unsold Residential Unit) shall have an easement in, over, under, through, and upon the General Common Elements and Residential Common Elements to the extent necessary (as determined by Sponsor in its sole discretion) in order for Sponsor to meet its obligations under the Plan, including without limitation all things related to Sponsor's obligation to procure a PCO for the Building.

11.12 The Office Unit Owner and its Permitted Users shall have an easement in, through and upon the doorway/passageway connecting the Office Unit and Market Line Unit on the ground floor for the purposes of moving between such units.

11.13 The Broome Street Garden Unit Owner and its Permitted Users shall have an easement in, through, and upon the ground floor entrance to the Market Line Unit immediately adjacent to Broome Street on the Ground Floor for the purpose of accessing and using the adjacent elevator.

ARTICLE 12

ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD RESIDENTIAL UNITS AND NON-RESIDENTIAL UNITS

Reference should be made to section 5.2 of the By-Laws for terms, covenants, conditions, descriptions and other information relating to alterations, additions, improvements, and changes to Unsold Residential Units and Non-Residential Units, which are, by this reference, incorporated herein and made a part of this Article 12 of this Declaration as if set forth at length in the text hereof.

ARTICLE 13

ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

If (a) any Residential Unit Owner surrenders the Residential 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 Interest. 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 Interest.

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; and

(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.

14.2 Each Residential Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Residential 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 Residential Unit Owners for the reduction of the assessed valuation of their Residential Units, such Residential 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 Residential Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Residential 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 Residential Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased; and

(d) 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 Residential Units.

14.3 In confirmation of the foregoing power of attorney, at the time of acquiring title to a Unit and as a condition thereof, each 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, in the form set forth as Exhibit E to this Declaration. In the event of any failure by any Unit Owner to deliver the Power of Attorney in accordance with the terms of this subsection 14.3, the provisions of subsections 14.1 and 14.2 hereof shall nevertheless remain in full force and effect. Nothing in this Article 14 shall be construed to mean that the provisions of subsections 14.1 and 14.2 hereof are in any way contingent or dependent upon the delivery of the Power of Attorney in accordance with the terms of this subsection 14.3.

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 as authorized by a vote of the Non-Residential Unit Owners and 80% in number and in Residential Common Interest of all Residential 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 Interest 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 Interest; 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 Non-Residential Unit Owner or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, then Sponsor, the Non-Residential Unit Owner, 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 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 AND THE TAX LOT DRAWINGS

19.1 All the provisions of this subsection 19.1 are subject to the provisions contained in this Declaration 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 Non-Residential Unit Owner, or any Permitted Mortgagee. Any provision of this Declaration and/or the Tax Lot Drawings affecting the (i) General 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 and (ii) Residential Common Elements or all Residential Unit Owners may be added to, amended, modified or deleted by affirmative vote of at least 66-2/3% in number and Residential Common Interest of all Residential Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting in accordance with the provisions of the By-Laws. Any such amendment, modification, addition or deletion 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 the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. No such amendment, modification, addition or deletion shall be effective unless and until such instrument is duly recorded in the Register's Office.

19.2 Sponsor or 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 Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's or the Development Rights Owner's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to this Declaration (including without limitation to Exhibit B hereto), the Tax Lot Drawings, and any other such documents, plans and maps 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 Residential Units and/or the reapportionment of the Common Interest of the affected Unsold Residential 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 Residential 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 Residential Unit; or

(iii) to correct any inconsistencies or scrivener's errors; 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 provisions (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 Each Non-Residential Unit Owner 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 and record in the Register's Office or elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to this Declaration (including without limitation to Exhibit B hereto), together with such documents, plans and maps as the Non-Residential Unit Owner deems appropriate to effectuate the same:

(i) to reflect any changes in the Non-Residential Unit and/or the reapportionment of the Common Interest of the affected Non-Residential Unit resulting therefrom made by the Non-Residential Unit Owner in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by the Non-Residential Unit Owner to make a loan secured by a mortgage on the Non-Residential Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Non-Residential Unit Owner to insure title to any Non-Residential Unit, as such requirements relate solely to the Non-Residential Unit; or

(iii) to correct any inconsistencies or scrivener's errors; or

(iv) to reflect any changes that do not materially and adversely affect the Residential Units and/or the Residential Unit Owners; provided, however, that any such amendment shall not (1) change the Common Interest or Residential 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 provision (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in provision (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

19.4 Any amendment to this Declaration and/or Tax Lot Drawings (as applicable) may be executed; (i) if on behalf of Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, pursuant to the terms of section 19.2 hereof, by Sponsor or the Development Rights Owner, (ii) if on behalf of a Non-Residential Unit Owner pursuant to the terms of section 19.3 hereof, by the Non-Residential Unit Owner, or (iii) 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 pursuant to the terms of 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 Residential Unit Owner, with the prior approval of the Condominium Board changes the size and/or number of Residential Units owned by such Residential Unit Owner by either (w) subdividing a Residential Unit(s) into two or more separate Residential Units, (x) combining a Residential Unit into one or more Residential Units, (y) altering the boundary walls between any adjacent Residential Units owned by such Residential Unit Owner, or (z) otherwise, including incorporating Residential Common Elements (such as a portion of a hallway used exclusively by the owner of such Residential Unit) which exclusively benefit a Residential Unit into such Residential Unit, then the Condominium Board on behalf of such Residential Unit Owner and at the Residential

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, the Tax Lot Drawings, and other documents which are necessary or appropriate to reflect the changes made by the Residential Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest or Residential 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 Non-Residential Unit Owner 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, the Non-Residential Unit Owner, 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, the Non-Residential Unit Owner, 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, the Non-Residential Unit Owner, or the Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, (iii) adversely affect the use of the Non-Residential Unit and/or the rights of the Non-Residential Unit Owner, or (iv) impose any charge or fee against Sponsor, the Non-Residential Unit Owner, or the Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, unless Sponsor, the Non-Residential Unit Owner, 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 or the Non-Residential Unit Owner if the same relate to Sponsor or the Non-Residential Unit Owner.

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, or of the Construction Lender provided that such Construction Lender's mortgage lien has not yet been satisfied. If the Permitted Mortgagees or Mortgage Representatives fail to respond within sixty (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.

19.9 Notwithstanding the provisions of 19.1 hereof, 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 subsection (F) of section 5.5 of the By-Laws.

19.10 Subject to the rights of Sponsor set forth herein, the foregoing section 19.1 of this 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 writing.

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; (ii) Sponsor has completed all of its obligations under the terms of the Offering Plan and (iii) a PCO has been issued for the Property.

ARTICLE 21

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium. The Secretary of State shall be directed to mail a copy of any process served with regard to the Condominium to c/o The Board of Managers of the One Essex Crossing Condominium, 202 Broome Street, New York, NY 10002.

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; (vi) the Tax Lot Drawings; and (vii) the Offering Plan 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

25.1 The rights and/or obligations of Sponsor and each Non-Residential Unit Owner 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 and each Non-Residential Unit Owner. Sponsor and each Non-Residential Unit Owner 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.

25.2 All rights of Sponsor as set forth in this Declaration and the By-Laws shall inure to the benefit of the principals of Sponsor.

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

27.1 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.

27.2 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.

27.3 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, limitations, policies, impositions of fees, and/or prohibitions with regard to the Common Elements, the Units and/or Storage Lockers/Storage Locker Licenses set forth in this Declaration or the By-Laws annexed hereto, as same may be amended from time to time.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the ___ day of _____, _____.

* * * * *

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name:
Title:

(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

One Essex Crossing Condominium
202 Broome Street
New York, NY 10002
Block: 346

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

One Essex Crossing Condominium
202 Broome Street
New York, NY 10002

Tax Block: 346
Tax Lots: _____ to _____

[To be completed and included in the Post-Closing Amendment]

UNIT	NUMBER OF BEDROOMS/ BATHS	APPROXIMATE TOTAL SQ. FT. UNIT	TERRACE	BLOCK 346 TAX LOT NO.	PERCENTAGE OF COMMON INTEREST	FLOOR NO.	LOCATION IN PORTION OF BUILDING FACING DIRECTION SET FORTH BELOW	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS
Total					**100%**			

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:

"Acquisition Documents" shall mean those certain agreements and exhibits thereto pertaining to the acquisition of the Property, including, among others: (1) a Land Disposition Agreement dated April 12, 2018, between the City of New York acting through the Department of Housing Preservation ("HPD") and Development and Sponsor; (2) a Deed dated April 12, 2018, between the City of New York acting through HPD and Sponsor; (3) the Operating Agreement dated April 12, 2018, between New York City Economic Development Corporation ("EDC") and Sponsor; and (4) the LSGD Declaration.

"Additional Deposit" shall mean a deposit in an amount equal to 5% of the Purchase Price required to be delivered by Purchaser before the earlier to occur of (i) 6 months after the date on which a Purchase Agreement is executed by Sponsor and Purchaser, 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.

"Broome Street Gardens/Market Line Common Elements" shall mean those portions of the Common Elements existing for the common use of the Broome Street Gardens Unit Owner and Marke t Line Unit Owner, as more particularly described in the Declaration and the Tax Lot Drawings.

"Broome Street Gardens Unit" shall mean the Non-Residential Unit designated as the Broome Street Gardens Unit in the Declaration together with its Common Interest.

"Broome Street Gardens Unit Owner" shall mean any Unit Owner of the Broome Street Gardens Unit at the time in question.

"Building" shall mean the building located at 202 Broome Street, New York, NY 10002.

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

"Bulk Sales" shall mean the transfer of 10 or more Residential Units or 20% of the total number of Residential Units in the Condominium, whichever is less.

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

"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 is scheduled to occur.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with the 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, Residential Common Elements, the Residential Limited Common Elements, the Non-Residential Common Elements, the Broome Street Gardens/Market Line Common Elements, and the Office 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; and (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);. Common Expenses shall be either General Common Expenses attributable to all Unit Owners, Residential Common Expenses attributable to Residential Unit Owners only or Non-Residential Common Expenses attributable to the Non-Residential Unit Owners only.

"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 One Essex Crossing 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 Tax Lot Drawings.

"Construction Lender" shall mean SM Tactical Finance II-A LLC, together with its successors and assigns, as well as any other Person, together with its successors and assigns, from whom Sponsor has procured, or will have procured, an agreement for financing the construction of the Building.

"Construction Loan" shall mean that loan agreement that Sponsor has procured, or will have procured, for financing the construction of the Building.

"Declarant" shall mean Site 3 DSA Owner LLC and its successors and assigns, as well as any other Person(s) designated by Sponsor in a writing to the Condominium Board or by amendment to the Plan to retain Declarant's rights under the Condominium Documents.

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

"Department of Law" shall mean Office of the Attorney General of the State of New York, Real Estate Finance Bureau.

"Deposits" shall mean, collectively, all deposits, advances and payments delivered by a Purchaser 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, its designees, or any Person which acquires all or any portion of the Excess Development Rights from Sponsor.

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

"Equal or Better Quality" shall mean comparable or better quality as 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.

"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, louvers, access panels, 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 Residential Unit Owner who reside in such Residential Unit Owner's Residential 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 Residential Unit Owners.

"First Closing" shall mean the Closing of Title with respect to the first Residential 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 - Budget for First Year of Condominium Operation." The First Year's Budget is sometimes referred to as "Schedule B."

"Floor Plans" shall mean the floor plans depicting the proposed layouts of the Units that appear in Part II of the Plan.

"Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, 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 reasonable control of Sponsor, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond control.

"GBL" shall mean section 352-e of the New York State General Business Law, as amended from time to time.

"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 the Units or 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 Tax Lot Drawings except with respect to the Storage Lockers, which are available only for use by the licensee of the particular Storage Locker.

"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 Closing Notice" shall mean that certain written notice designating the time and place of the Closing of Title to a Unit, which is given to Purchaser at least 30 days in advance of such Closing.

"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 signs and delivers the Purchase Agreement.

"Inspection Statement" shall mean that certain document substantially in the form annexed to the form of Purchase Agreement as Schedule "B," set forth in Part II of the Plan.

"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, including mezzanine

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, (iv) principals or other affiliates of Sponsor, or (v) with respect to only loans secured by any Unsold Units and/or any other Unit owned by Sponsor or its principals or other affiliates, (a) without in any way limiting the scope of the foregoing and for the sake of clarity, any real estate mortgage investment conduit within the meaning of § 860D of the Internal Revenue Code, (b) any entity not included among any of the foregoing entities that is regularly engaged in the business of making, owning or servicing mortgage loans, including, without limitation, a so-called "conduit lender," or (c) any group of lenders which shall include one or more of the foregoing, or (d) a wholly-owned subsidiary of any of the foregoing entities.

"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 346, Lot 150 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.

"LSGD Declaration" shall mean the Declaration of Large Scale General Development made as of March 5, 2015, by the City of New York acting by and through HPD, and recorded on March 19, 2015, as CRFN 2015000094319, as amended by the First Modification of Restrictive Declaration made as of March 25, 2015 and recorded on April 14, 2015, as CRFN 2015000124879, and as may be further amended.

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

"Majority of Unit Owners" shall mean (i) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest appurtenant to all Units or (ii) Unit Owners representing more than fifty percent (50%) in aggregate Common Interest 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.

"Market Line Unit" shall mean the Non-Residential Unit designated as the Market Line Unit in the Declaration together with its Common Interest.

"Market Line Unit Owner" shall mean any Unit Owner of the Market Line Unit at the time in question.

"Member" shall mean any member of the Condominium Board, either elected or designated thereto in accordance with the terms of the By-Laws. All such members are collectively referred to as "Members."

"Mortgage Representative" shall mean not more than three (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-Residential Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Non-Residential Units or the Non-Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Non-Residential Units, as more particularly described in the Declaration and the Tax Lot Drawings.

"Non-Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Non-Residential Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Non-Residential 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 Non-Residential Common Elements.

"Non-Residential Member" shall mean any member of the Condominium Board designated a Non-Residential Unit Owner in accordance with the terms of the By-Laws.

"Non-Residential Unit" shall mean the Broome Street Gardens Unit, Market Line Unit, Office Unit, or Retail Unit designated as such in the Declaration together with its Common Interest. All such Non-Residential Units are collectively referred to as the "Non-Residential Units."

"Non-Residential Unit Owner" shall mean the Unit Owner of any Non-Residential Unit at the time in question. All such Unit Owners are collectively referred to as the "Non-Residential Unit Owners."

"Office Limited Common Elements" shall mean those portions of the Property (other than the Units, the General Common Elements, the Residential Common Elements, the Residential Limited Common Elements, the Non-Residential Common Elements, and the Broome Street Gardens/Market Line Common Elements), existing for the use and enjoyment of the Unit Owner of the Office Unit to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Tax Lot Drawings.

"Office Unit" shall mean the Non-Residential Unit designated as the Office Unit in the Declaration together with its Common Interest.

"Office Unit Owner" shall mean any Unit Owner of the Office Unit at the time in question.

"Operating Agreement" shall mean that certain Operating Agreement dated April 12, 2018, between New York City Economic Development Corporation and Sponsor, as the same may be amended from time-to-time.

"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. Wherever the consent of a Permitted Mortgagee is required, "Permitted Mortgagee" shall be deemed to include any Sponsor Lender to the extent that the lien of such Sponsor Loan has not yet been released.

"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, subcontractor, consultant, 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.

"Plans and Specifications" shall mean the plans and specifications for the construction of the Building which (to the extent required by Law) have been or will be filed with the Buildings Department and which may from time to time be amended in accordance with the provisions of the Plan.

"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.

"Prohibited Use" shall mean one or more of any of the following uses: (a) for storing 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, or (b) for sleeping or other occupancy uses.

"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.

"Public Park" shall refer to that neighborhood open space/park space located on the premises of Site 5, which was created pursuant to the LSGD Declaration.

"Purchase Agreement" shall mean an 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.

"Residential Common Elements" shall mean those portions of the Common Elements either existing for the common use of the Residential Units or the Residential Unit Owners or necessary for, or convenient to, the existence, maintenance or safety of the Residential Units, as more particularly described in the Declaration and the Tax Lot Drawings, except with respect to the Storage Lockers, which are only available for use by the licensee of the particular Storage Locker.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential 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 Residential Common Elements and/or the Residential Limited Common Elements; or (ii) the establishment and/or maintenance of an operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements.

"Residential Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The Residential Common Interest is the basis for determining a Residential Unit Owner's liability for such Unit Owner's share of the Residential Common Expenses.

"Residential Limited Common Elements" shall mean those portions of the Property (other than the Units, the General Common Elements and the Residential Common Elements), existing for the use and enjoyment of certain Residential Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration and the Tax Lot Drawings.

"Residential Member" shall mean any member of the Condominium Board elected by the Residential Unit Owners or designated by Sponsor in accordance with the terms of the By-Laws.

"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.

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

"Residential Unit Owner" shall mean any Unit Owner of a Residential Unit at the time in question. All such Residential Unit Owners are collectively referred to as the "Residential Unit Owners."

"Restricted Uses" shall mean: (A) any unlawful or illegal business, use or purpose; (B) any purpose or in any way in violation of the certificate of occupancy (temporary or permanent) issued for Unit (provided, that the Unit Owners shall not be prohibited from obtaining amendments to the certificate of occupancy (temporary or permanent) from time to time) or of any then applicable present or future applicable Law, ordinance, order, rule, regulation, code or other legal requirement; (C) the sale or use of illegal drugs; (D) permitting or conducting the operation of a sex club, strip club, or other similar venue, (E) illegal gambling, (F) any so-called head shop or other similar establishment which stocks, displays, sells, rents or offers for sale or rent any drug-related merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, cilium, pipe screens, rolling papers, rolling devices, coke spoons or roach clips, (G) automotive parts, lube and oil or repair shop or gas station, (H) check cashing store (except as is typical in connection with the operation of a financial services institution), (I) church, mosque, temple or other place of religious worship, (J) dumping, disposing, incinerating or reducing of garbage (exclusive of dumpsters for temporary storage of garbage and any garbage compactors, in each case which are routinely emptied so as to minimize offensive odors), (K) any establishment manufacturing, assembling, displaying or selling fireworks, guns, ammunition or explosives, (L) funeral home or mortuary, (M) any so-called gentleman's club featuring topless waitresses, nude dancing or private "one-on-one" booths or rooms, (N) illicit non-therapeutic massage parlor, (O) off-track betting parlor or other gambling facility, (P) circus, carnival, amusement park, ice skating rink, roller skating rink, (Q) pawn shop, (R) shooting gallery, (S) substance abuse rehabilitation or detoxification recovery center, or treatment center, welfare or mental health facility or a "half-way" house, homeless shelter, an abortion or family planning clinic, medical clinic, hospital or similar agency, whether public or private, which provides services to clients on the premises of the Unit, (T) an "Odd Job" or "Odd Lot" type discount goods store or as a so-called "99

cent store" or "dollar store" type discount store or as a "going out of business," (U) as an office, store, reading room, headquarters, center or other facility principally devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (i) any political party, political movement or political candidate or (ii) any religion, religious group or religious denomination, (V) dry cleaning plant, central laundry or laundromat (but a drop-off dry cleaning store and/or an "organic" (non-chemical) process dry cleaner shall not be considered a Restricted Use), (W) any business practicing satanic or cult ritualistic activities including so-called "devil worship," black magic or rites of passage involving self-mutilation or degradation, (X) use by an International Organization unless such International Organization waives its sovereign or diplomatic immunity in conformity with the Declaration, (Y) use by employment agencies (except for executive placement firms, secretarial services placement firms, legal and other professional search firms and other private employment agencies), (Z) the operation of any legal services office or legal clinic, (AA) any industrial, manufacturing or warehouse use, (BB) use by any United States government, the City or State of New York, any foreign government, the United Nations or any agency or department of any of the foregoing for any purposes that are reasonably likely to create unusually high-volume usage and unusually high traffic patterns, such as a department of motor vehicles.

"Retail Unit" shall mean the Non-Residential Unit designated as the Retail Unit in the Declaration together with its Common Interest.

"Retail Unit Owner" shall mean any Unit Owner of the Retail Unit at the time in question.

"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 - Budget for First Year of Condominium Operation." 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.

"Site 5" shall mean the Essex Crossing Site Five Condominium, located at 145 Clinton Street, New York, New York.

"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.

"Special Work Funds" shall mean all amounts expended by, or reimbursable to, Sponsor for special work requested by Purchaser and agreed to in writing by Sponsor.

"Sponsor" shall mean Site 3 DSA Owner LLC and its successors and assigns, as well as any other 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 Closing Fees" shall mean the closing fees payable to Starr Associates LLP set forth in the section of the Plan entitled "Closing Costs and Adjustments."

"Sponsor Control Period" shall mean the period ending on the earlier to occur of (i) the fifth anniversary of the First Closing, (ii) the Closing of Title to all Units offered for sale pursuant to the Plan, or (iii) the date on which Sponsor otherwise exercises its right to relinquish control of the Condominium Board.

"Sponsor Lender" shall mean any holder of any Sponsor Loan at the time in question.

"Sponsor Loan" shall mean (to the extent entered into between Sponsor and any lender) the Construction Loan, any mezzanine finance loan(s), and/any or preferred equity loan(s). All such loans are collectively referred to as the "Sponsor Loans."

"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 Residential Common Element. Any reference in the Plan to "owning a Storage Locker" means that the Residential Unit Owner has entered into a license for the Storage Locker.

"Storage Locker Area" shall mean an area located on the Cellar level of the Building containing the Storage Lockers. The Storage Locker Area is a Residential Common Element.

"Storage Locker Escrow" shall mean that escrow account in which proceeds from the sale of the Storage Locker are held.

"Storage Locker License" shall mean the agreement pursuant to which a Storage Locker is licensed to a Residential Unit Owner.

"Storage Locker Licensee" shall mean any Residential Unit Owner who licenses a Storage Locker at the time in question. All such Residential Unit Owners are collectively referred to as "Storage Locker Licensees."

"Tax Lot Drawings" shall mean the floor plans of the Units certified by a professional engineer or licensed architect and filed in the Register's Office simultaneously with the recording of the Declaration, as the same may be supplemented and/or amended from time to time.

"TCO" shall mean a temporary certificate of occupancy for the Building or a portion thereof (as applicable) issued by the Buildings Department.

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

"Title Company" shall mean First American Title Insurance Company of NY, having an office at 666 Third Avenue, 5th Floor, New York, NY 10017 (telephone: (212) 551-9402, fax: (714) 361-3540), 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."

"Unit Owner Property" shall mean all appliances, equipment, flooring, fixtures, improvements, furniture, furnishings, decorations, belongings, and other personal property of any kind contained in a Unit, any Residential Limited Common Elements appurtenant thereto, and any Storage Locker.

"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.

"Unsold Residential Unit" shall mean any Residential 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 Residential Units are collectively referred to as the "Unsold Residential Units."

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

"Unsold Unit" shall mean a 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."

"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

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BY-LAWS

OF

ONE ESSEX CROSSING 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 aforedescribed 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; provided, however, that in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the General Common Elements be utilized to defray any Residential Common Expenses and in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Residential Common Elements be utilized to defray any General Common Expenses.

(vi) to borrow money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at least 66 2/3% of the Members of the Condominium

Board shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the General Common Elements, the affirmative consent of at least 66 2/3% in aggregate Common Interest of all Unit Owners shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) with respect to the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Residential Common Elements and/or the Residential Limited Common Elements, the affirmative consent of at least 66 2/3% in aggregate Residential Common Interest, of all Residential Unit Owners shall be required for the borrowing of any sum in excess of $500,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years) and the Non-Residential Unit Owners will not be liable for the repayment of any portion of such loan; (d) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (e) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subsection (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest or Residential Common Interest, as applicable, bears to the aggregate Common Interest of all Unit Owners or Residential Common Interest of all Residential Unit Owners, as applicable, shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit.

(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.

(viii) to obtain insurance for the Property pursuant to the terms of Section 5.4 hereof.

(ix) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and 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.

(x) 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.

(xi) 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.

(xii) to accept the surrender of any Residential Unit pursuant to the terms of subsection (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Residential Unit Owners.

(xiii) to purchase, lease, or otherwise acquire Residential 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 Residential Unit Owners but only with the consent of a Majority of Residential Unit Owners.

(xiv) 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.

(xv) to sell, lease, license, mortgage and otherwise deal with Residential Units and Storage Lockers acquired by, and to sublease Residential 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 Residential Unit.

(xvi) 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).

(xvii) 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.

(xviii) 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.

(xix) 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.

(xx) 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.

(xxi) 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.

(xxii) to prepare, execute, acknowledge and institute on behalf of all Residential 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.

(xxiii) 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.

(xxiv) to establish policies and procedures and impose fees in connection with the sale, lease or alteration of a Residential Unit.

(xxv) to establish policies and procedures with respect to the services and facilities of the Condominium and the Common Elements, including, without limitation, the right to impose usage fees and restrictions on hours of access and/or use.

(xxvi) 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.

(xxvii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(xxviii) to acquire in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Residential Unit Owners, Storage Locker Licenses terminated or surrendered to the Condominium.

(xxix) 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 Residential 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) Notwithstanding anything to the contrary contained in these By-Laws, all determinations of the Condominium Board which affect only the:

(i) Residential Units and do not materially and adversely affect the use and operation of the Non-Residential Units shall be made by the Member(s) of the Condominium Board elected or designated by the Residential Unit Owners; and

(ii) Non-Residential Units and do not materially and adversely affect the use and operation of the Residential Units shall be made by the Member(s) of the Condominium Board designated by such Non-Residential Unit Owner.

Any dispute as to whether or not a determination materially and adversely affects any Units shall be settled by arbitration in accordance with the provisions of these By-Laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board within 10 business days of receipt by it of notice of such determination.

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 subsection (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 subsection (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 provisions (ii), (iv), (v), (vi), (xiii), (xiv), (xv), (xvi) and (xvii) of subsection (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in subsection (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, the Condominium Board shall consist of 9 individuals, 5 of whom shall be elected and/or designated in accordance with the terms of these By-Laws by the Residential Unit Owners (including Sponsor) (collectively, the "Residential Members"), and 4 Members in the aggregate with 1 Member designated by each of the Non-Residential Unit Owners (collectively the "Non-Residential Members"). 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 Residential Unit. Except for Members designated by Sponsor and/or the Non-Residential Unit Owners 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 Residential Unit Owners or adult Family Members of an individual Residential Unit Owner; or (ii) individual Permitted Mortgagees; or (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Residential Unit Owners or Permitted Mortgagees. After the Sponsor Control Period, a majority of the Residential 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 (i) such individual has been convicted of a felony, or (ii) the Condominium Board has perfected a lien against the Unit owned or occupied by such individual 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 9 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 9 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 Residential 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 Residential 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, subject to subsection (C) hereof. 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 who was designated by any Non-Residential Unit Owner may be removed, with or without cause, only by such Non-Residential Unit Owner, subject to subsection (C) hereof. If any Member of the Condominium Board who was designated by any Non-Residential Unit Owner, is removed, the successor shall also be designated by such Non-Residential Unit Owner. Any Residential Member of the Condominium Board whose

proposed removal is to be acted upon at a meeting of the Residential 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.

(C) Notwithstanding anything to the contrary set forth in subsections (A) and (B) hereof, 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 Residential Unit Owners or designated by the Non-Residential Unit Owners or Sponsor, as applicable.

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 Residential 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 Residential 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. Any vacancy on the Condominium Board that is caused by the removal, resignation or death of a Member who was designated by any Non-Residential Unit Owner shall be filled by an individual designated by such Non-Residential Unit Owner.

(C) Each Member of the Condominium Board who is elected thereto or designated as such to fill a vacancy pursuant to the terms of subsection (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 Residential 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 Residential 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 or mail 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 four (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. In

addition, 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, the following majority of the Members of the Condominium Board shall be present at the Condominium Board meeting:

(A) 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 both the Residential Units and the Non-Residential Units.

(B) Attendance of a majority of the Residential Members of the Condominium Board will be required for any business relating solely to the Residential Common Expenses, the Residential Common Elements, or, all or a portion of the Residential 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 solely to the General Common Elements; the General Common Expenses, or, all or a portion of both the Residential Units and the Non-Residential Units.

(B) The vote of a majority of those Residential Members attending a duly constituted meeting of the Residential Members at which a quorum is present shall decide all matters on behalf of the

Condominium Board relating solely to the Residential Common Expenses; the Residential Common Elements; or, all or a portion of the Residential 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, firm, 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 Interest, 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. Any contract or transaction between the Condominium Board and any Member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them shall not in and of itself constitute self-dealing.

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 subsection 2.20.

ARTICLE 4

UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners*. The First Annual Meeting will be held on (i) a date that is approximately 30 days after the second anniversary of the First Closing or (ii) such earlier date on which the initial Condominium Board has scheduled the First Annual Meeting, in its sole discretion. At such meeting, a 9 Member Condominium Board shall be elected and/or designated, as provided both 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 Interest of all Residential Unit Owners (excluding the Common Interest appurtenant to the Non-Residential Units). 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 or by email to the email address provided by such Unit Owner, 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 Interest appertain (excluding the Common Interest appurtenant to the Non-Residential Units) 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 Residential Unit) shall be entitled to cast 1 vote at all meetings of the Unit Owners for each .0001% of Common Interest attributable to such Unit Owner's Unit(s).

(B) Notwithstanding the terms contained in subsection (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 Interest of all Units whose owners are precluded from voting pursuant to the terms of this subsection (B) will be excluded when computing the aggregate Common Interest 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 Residential Members to the Condominium Board.*

(A) When voting for Residential Members of the Condominium Board, each Residential Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Residential Units) shall be entitled to cast 1 vote for each .0001% of Common Interest attributable to the Residential Unit per the Residential Member to be elected. However, nothing contained herein shall be deemed to permit any Residential Unit Owner to cumulate the votes attributable to the ownership of a Residential Unit in favor of any 1 or more Residential Members to be elected. In addition, the terms of subsections (B), (C) and (D) of Section 4.8 hereof shall apply to all elections of Residential Members of the Condominium Board.

(B) All elections of Residential Members of the Condominium Board shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Residential Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation number(s) of the Residential Unit(s) owned by the voting Residential Unit Owner; (iii) the percentage(s) of the Common Interest appurtenant to such Residential 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 Residential Members to be elected). Any ballot that is not cast in conformity with this subsection (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 subsection (D) of this Section 4.9, all elections of Residential Members of the Condominium Board shall be determined by plurality vote of Residential 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 Interest attributable to the Unsold Residential Units as it sees fit. However, at elections of Residential Members to the Condominium Board held during the Sponsor Control Period, Sponsor shall have the right to designate 3 of the 5 Residential Members to the Condominium Board, and Sponsor, and all other Residential Unit Owners shall have the right to vote for the remaining Residential Members of the Condominium Board. Sponsor reserves the right to relinquish control of the Condominium Board prior to the expiration of the Sponsor Control Period.

Subsequent to the Sponsor Control Period, Sponsor shall have the right to designate 2 Residential Members to the Condominium Board for so long as Sponsor continues to own at least 1 Unsold Residential Unit, and shall have the right to vote its Common Interest attributable to the Unsold Residential Units for the remaining Residential Members of the Condominium Board. There is no restriction on the right of Sponsor to vote for Residential Members of the Condominium Board who are not related to or affiliated with Sponsor. In the event Construction Lender assumes the role of Sponsor pursuant to a duly filed amendment to the Plan, the rights of Sponsor to designate Residential Members to the Condominium Board hereunder shall enure to the benefit of such Construction Lender, as applicable.

(E) Within 30 days after the expiration of the Sponsor Control Period, and assuming the First Annual Meeting has not yet occurred, 2 of the 3 Residential Members of the Condominium Board who were designated by Sponsor shall resign and their replacements shall be filled by a vote of the Residential Unit Owners (including Sponsor for so long as Sponsor shall own any Unsold Residential Unit) at a special meeting called for such purpose.

Section 4.10 *Designation of Non-Residential Members to the Condominium Board.* Each Non-Residential Unit Owner (including Sponsor for so long as Sponsor shall own any Non-Residential Unit) shall be entitled to designate 1 Non-Residential Member to the Condominium Board. Notwithstanding the foregoing, in the event of a subdivision of any Non-Residential Unit, the Unit Owners of such subdivided Non-Residential Unit shall only have the right to collectively designate 1 Non-Residential Member to the Condominium Board.

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 Interest 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 Residential Units.* Title to any Residential 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 Residential Unit to a corporation, partnership, limited partnership, trust or any other entity (including any entity or person entitled to diplomatic or sovereign immunity) may 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 Residential Unit for a period of 2 years, to be held in escrow by the Condominium Board, as security for the faithful observance by such Residential Unit Owner of the terms, provisions and conditions contained in these By-Laws.

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 Interest of all Unit Owners in the case of a contract relating to the General Common Elements, (ii) such proportionate share of the total liability thereunder as the Residential Common Interest of such Residential Unit Owner in a case relating to the Residential Common Elements, and (iii) 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 subsection (B) of Section 5.8 hereof, but excluding any other Common Elements contained therein, shall be performed by such Residential Unit Owner at its sole cost and expense;

(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 subsection (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) in or to the Residential Common Elements, (with the exception of the Storage Lockers and any Residential Common Elements incorporated into one or more Units pursuant to the terms of subsection (B) of Section 5.8 hereof) shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense;

(iv) in or to the Non-Residential Common Elements shall be performed by the Condominium Board and the cost and expense thereof shall be charged to all Non-Residential Unit Owners in proportion to each Non-Residential Unit Owner's Common Interest;

(v) in or to the Residential Limited Common Elements shall be performed (a) by the Condominium Board as a Residential 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 Residential Unit Owner having direct and exclusive access thereto), or (b) by the Residential Unit Owner having direct and exclusive access thereto at such Residential 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);

(vi) in or to the Broome Street Gardens/Market Line Common Elements shall be performed by the Condominium Board and the cost and expense thereof shall be charged to the Broome Street Gardens Unit Owner and Market Line Unit Owner; and

(vii) in or to the Office Limited Common Elements shall be performed: (a) by the Condominium Board, 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 Office Unit Owner) and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense, or (b) by the Office Unit Owner at the Office Unit Owner's sole cost and expense, if involving painting, decorating, and non-structural or ordinary maintenance, repairs, or replacements (including without limitation, the removal of snow, ice, and accumulation of water).

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 subsection (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 General Common Expense attributable to all Unit Owners if relating to the General Common Elements, as a Residential Common Expense attributable to all Residential Unit Owners if relating to the Residential Common Elements and/or the Residential Limited Common Elements, as a Non-Residential Common Expense if relating to the Non-Residential Common Elements, as an expense attributable to the Broome Street Gardens Unit Owner and Market Line Unit Owner if relating to the Broome Street Gardens/Market Line Common Elements, or as an expense attributable to the Office Unit Owner if relating to the Office Limited 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. Notwithstanding the foregoing, in the event any Non-Residential Unit Owner utilizes a sidewalk adjacent to a Non-Residential Unit, the maintenance, replacement, and repair of the sidewalk during the period of use, together with all costs and expenses associated therewith, shall be the responsibility of the Non-Residential Unit Owner.

The interior and exterior glass surfaces of all windows located in Residential Units shall not be colored or painted. The glass surfaces of all windows located in any Residential Unit are to be washed and cleaned by the Residential Unit Owner at such Residential 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 engaged by the Condominium Board, the cost and expense of which shall be borne by all Residential Unit Owners as a Residential Common Expense. The replacement of any glass window located in a Residential Unit because of breakage or otherwise shall be made by the Residential Unit Owner thereof at the sole cost and expense of such Residential 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 Residential Unit Owner must obtain the prior approval of the Condominium Board with respect to the type of replacement windows to be installed. Notwithstanding the foregoing, replacements of any curtain wall windows shall be performed solely by a professional glass company engaged by the Condominium Board, in its sole discretion. The window washing/replacement equipment services the residential portion of the Building only and will not be used for cleaning or replacement of the windows of any Non-Residential Unit. Each of the Non-Residential Unit Owners shall be responsible for the cleaning and replacement of all windows located in their respective Non-Residential Units, including all corresponding costs and expenses.

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, (x) no Residential 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; and (y) all window treatments in a Residential Unit must contain white backing on the side facing the outside of the Building so that when the shades are down or curtains drawn, the effect from the outdoors is a visually harmonious white appearance. Additionally, the plantings and other installations to be placed on Terraces shall be subject to the Residential Rules and Regulations 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) The provisions of this subsection (A) are subject in their entirety to the provisions of subsection (B) of this Section 5.2 set forth below. No Residential Unit Owner may make any structural alteration, addition, improvement or repair, in or to the Residential Unit or its appurtenant Residential 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 Residential 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 subsection (D) hereof and the days and hours during which any such work may be done. The Condominium Board shall have the right to approve Residential Unit Owner's contractors and materialpeople. In connection with such alterations, additions, improvements and/or repairs, each Residential 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. Residential 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 Residential Unit Owner's alterations, additions, improvements or repairs to such Residential Unit. The Condominium may impose charges upon the Residential Unit Owner to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Residential 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) Except to the extent prohibited by Law and subject to the terms of the Acquisition Documents and the Construction Loan (to the extent the Construction Loan is applicable), Sponsor shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

i) to make alterations, additions, improvements, or repairs in or to the interior portions of Unsold Residential Units and their appurtenant Residential 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 Residential Unit;

ii) to amend the Certificate of Occupancy of the Building with respect to the use or number of the Unsold Residential Units;

iii) without amendment to the Plan, to (i) subdivide and/or combine any Unsold Residential Unit and/or (ii) change any Unsold Residential Units in size by relocating a boundary wall between Unsold Residential Units and/or or (iii) otherwise change the size and/or number of Unsold Residential Units, including incorporating Residential Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) which exclusively benefit an Unsold Residential Unit into such Unsold Residential 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 Residential Unit, Sponsor shall additionally have the right to reapportion among the affected Unsold Residential Units their respective Common Interest;

provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon any Unsold Residential Unit:

a) no physical modifications shall be made to any other Unit and the Common Interest and Residential Common Interest (other than Unsold Residential Units), as the case may be, or

interior dimensions of any other Units (other than Unsold Residential Units) shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto.

b) Sponsor shall comply with Law and the terms of the Declaration and these By-Laws.

c) Sponsor shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom.

d) 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 both the Common Interest of all the Units and the Residential Common Interest of all Residential Units shall always remain at 100%, and no reapportionment of the Common Interest or Residential Common Interest appurtenant to any Unit, as the case may be, shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest and, if applicable, Residential Common Interest of the affected Unit has been based upon the factors set forth in Article 8 of the Declaration. 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 Residential Unit Owner may be given with respect to such Residential Unit the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Residential Units. Notwithstanding the other provisions of this Article, no reapportionment of the Common Interest appurtenant to any Residential 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 Residential Unit has been based upon the factors set forth in Article 8 of the Declaration. The certification referred to in the preceding sentence shall be delivered by the Residential 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.

(C) Except to the extent prohibited by Law and subject to the terms of the Acquisition Documents, each Non-Residential Unit Owner and its Permitted Users shall have the right, without the approval of the Condominium Board, Managing Agent, other Unit Owners, or Mortgage Representatives, if any:

i) to make alterations, additions, improvements, or repairs in or to the interior portions of the Non-Residential Unit, 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 Non-Residential Unit;

ii) to amend the Certificate of Occupancy of the Building with respect to the use or number of the Non-Residential Unit;

iii) without amendment to the Plan, to (i) subdivide and/or combine any Non-Residential Unit(s) and/or (ii) change any Non-Residential Units in size by relocating a boundary wall between Non-Residential Units. In the event of a subdivision, combination, and/or change in size of any Non-Residential Unit(s), each Non-Residential Unit Owner shall additionally have the right to reapportion among the affected Non-Residential Units their respective Common Interest;

iv) subject only to Sponsor's prior written consent in each instance for so long as Sponsor continues to own an Unsold Unit, to (i) alter, modify, and/or restore the exterior façade and/or the windows of the Non-Residential Unit, including, without limitation, any

storefronts, and (ii) create additional means of egress and ingress to such Non-Residential Unit;

provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon the Unit:

a) no physical modification shall be made to any other Unit, and the Common Interest and Residential Common Interest, as the case may be, or interior dimensions of any other Unit shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;

b) the Non-Residential Unit Owner shall comply with Law and the terms of the Declaration and these By-Laws;

c) the Non-Residential Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

d) 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.

Any additional condominium units created as a result of a subdivision of any Non-Residential Unit will retain the same rights, privileges, and benefits afforded the original Non-Residential Unit Owner and will be subject to the same obligations imposed on the original Non-Residential Unit Owner, as set forth in the Declaration and these By-Laws. Notwithstanding the foregoing, in the event of a subdivision of any Non-Residential Unit, the Unit Owners of such subdivided Non-Residential U nit shall only have the right to collectively designate 1 Non-Residential Member of the Condominium Board.

Notwithstanding the foregoing, however, the aggregate amounts of the Common Interest of all the Units and the Residential Common Interest of all Residential Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to the Non-Residential Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest has been based upon the factors set forth in Article 8 of the Declaration. The certification referred to in the preceding sentence shall be delivered, at the Non-Residential Unit Owner's election, by the Non-Residential Unit Owner, Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Section 5.2(C) may not be added to, amended, modified, or deleted without the prior written consent of the Non-Residential Unit Owner.

(D) Notwithstanding the foregoing, all Unit Owners (including without limitation Sponsor and the Non-Residential Unit Owners), prior to the making of any alteration, addition, improvement or repair in or to their respective Unit and its appurtenant Residential Limited Common Elements or Office Limited Common Element, if any, must (i) procure and maintain such insurance as the Condominium Board may reasonably require, (ii) indemnify the Condominium Board and the Managing Agent against any liability arising from the work and (iii) comply with Law. All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. 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 Residential Unit or its appurtenant Residential Limited Common Elements (but other than that of the nature described in subsection (B) of this Section 5.2), the same was approved by the Condominium Board pursuant to the terms of subsection (A) of this Section 5.2.

(E) 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 Residential 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 subsection (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 Residential 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.

(F) In addition to the requirements set forth above in this Section 5.2, until a PCO is obtained for the Building, no Residential Unit Owner shall make any alterations in or to the Residential 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 Residential 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 Residential 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 Residential 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 Residential 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 to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Residential Unit Owner's workers and suppliers, until the Residential Unit Owner complies with the same. During the period until the Residential Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to (a) perform any and all work in and to the Residential Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid or mitigate 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 Residential Unit Owner, (b) close out or otherwise assume complete control over any open applications and/or permits associated with the work, including without limitation to substitute the person who opened the application or permit with an architect chosen by Sponsor, and/or (c) otherwise take any other actions necessary in Sponsor's sole discretion (to the extent permitted by Law) in order to avoid or mitigate any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO). Any costs or expenses incurred by Sponsor associated with the foregoing provisions (a), (b), and/or (c) shall be borne by such Residential Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

(G) Sponsor and the Market Line Unit Owner (for so long as the Market Line Unit is owned by an affiliate of Sponsor) each reserve the right, without the consent of the Condominium Board, Managing Agent, Unit Owners, or others, to, at its own sole cost and expense, remove a portion of the Building's foundation and/or wall on the Northern side of the subcellar level of the Market Line Unit so as to create a connection between the Market Line Unit and the MTA subway facility located immediately adjacent to the Property to the North, provided that none of the foregoing shall impair the structural integrity of the Building or adversely affect the operations of any Building Systems. In addition, such alterations shall be subject to the provisions of Sections 5.2(C)(a)-(d), (D), and (E), as may be applicable, but nothing therein shall be construed as a restriction or prohibition on the right to construct the connection described herein.

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 General Common Expense attributable to all Unit Owners, if relating to the General Common Elements, or a Residential Common Expense attributable to all Residential Unit Owners, if relating to the Residential Common Elements and/or Residential Limited Common Elements. 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 with respect to the General Common Elements or the Residential Common Elements and/or the Residential Limited Common Elements, 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 if relating to the General Common Elements, or the Residential Unit Owners, if relating to the Residential Common Elements and/or the Residential Limited Common Elements (including Sponsor if Sponsor then owns any Unsold Residential Unit) owning 66 2/3% of the aggregate Common Interest or Residential Common Interest, as applicable, at a duly constituted meeting of the Unit Owners or the Residential Unit Owners, as applicable, 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 Residential Units.

Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions or improvements in or to: (a) the Non-Residential Common Elements shall be made by the Non-Residential Unit Owners at the cost and expense of the Non-Residential Unit Owners; (b) the Broome Street Gardens/Market Line Common Elements shall be made by the Broome Street Gardens Unit Owner and the Market Line Unit Owner at the cost and expense of the Broome Street Gardens Unit Owner and Market Line Unit Owner; and (c) the Office Limited Common Elements shall be made by the Office Unit Owner at the cost and expense of the Office Unit Owner.

Section 5.4 *Insurance*.

(A) To the extent commercially reasonable, the Condominium Board shall obtain, and shall maintain in full force and effect, a commercial package policy including fire and special causes of loss, on at minimum a replacement cost valuation or replacement cost coverage and agreed valuation, insuring the entire Building (excluding Units, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property) together with all building 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 interest may appear. Each of the said policies shall contain:

(i) (a) waiver of subrogation, (b) a cross-liability endorsement (separation of insureds) and (c) pro-rata reduction of liability if Unit Owners obtain additional coverage;

(ii) a provision that any settlement of claim 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 subsection (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either canceled or substantially modified except upon at least 10 days' prior written notice to the Condominium Board and all insureds who may have requested such notice, including Permitted Mortgagees.

Evidence of insurance 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 Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

(B) The Condominium Board shall also obtain and maintain, to the extent commercially reasonable:

(i) commercial general liability insurance written by companies with an A.M. Best Company rating of at least A-VII, covering all claims for bodily injury, personal (libel and slander) injury, death, or third party property damage arising out of any occurrence on the Property and listing as named insureds (a) the Condominium Board and each member thereof, (b) 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 such Unit Owner's own Unit or any Residential Limited Common Elements appurtenant thereto), with such coverage to be primary and not on an excess or contributory basis with any other policy which may be available to the Condominium Board or Managing Agent;

(ii) rent insurance;

(iii) worker's compensation and statutory New York State disability benefits insurance;

(iv) boiler and machinery insurance;

(v) water damage legal liability insurance;

(vi) officers' and directors' liability insurance;

(vii) fidelity bonds;

(viii) commercial umbrella insurance in the minimum amount of $10,000,000;

(ix) real property insurance; and

(x) such other insurance as the Condominium Board shall from time to time determine.

(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 subsection (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 an insurance carrier, authorized to do business in New York, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to provision (i) of subsection (B) hereof, such policies shall contain aggregate limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, and commercial umbrella insurance in the minimum amount of $10,000,000; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to provision (ii) of subsection (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. 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 General Common Expense or by the Residential Unit Owners as a Residential Common Expense, depending on the item to which the coverage relates.

(E) For so long as Sponsor owns at least 1 Unsold Residential 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) The Condominium Board is not required to obtain or maintain any insurance with respect to the Units, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property. Each Unit Owner shall, at such Unit Owner's sole cost and expense, obtain and maintain in full force and effect such insurance, the types and amounts of which shall be determined by the Condominium Board in its sole discretion, insuring the Unit, any Residential Limited Common Elements appurtenant thereto, and any Unit Owner Property as well as liability insurance with respect to occurrences in or about the Unit or any Residential Limited Common Elements appurtenant thereto. All such policies shall contain a waiver of subrogation. The liability obtained by the Condominium shall not be affected or diminished by reason of any separate insurance carried by any Unit Owner and vice versa. All such certificates of insurance shall name the Condominium Board, the Condominium and Sponsor as primary non-contributory insureds. For so long as Sponsor owns at least 1 Unsold Residential Unit, any change or elimination of such requirement may only be made upon Sponsor's prior written consent. Evidence of such insurance must be provided by the purchaser at the closing of title of each Unit and thereafter, whenever requested by the Condominium Board or Managing Agent.

Section 5.5 *Casualty or Condemnation.*

(A) In the event that either (i) the Building is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the General Common Elements and/or Residential Common Elements and/or Residential Limited Common Elements or the Units, 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, subject to the provision of subsection (D) of this Section 5.5, all such monies actually received ("Trust Funds") shall be first solely and exclusively used to make repairs or replacement to any damaged or destroyed Shared Facilities, and the remainder shall be held in trust for the benefit of all Unit Owners (with respect to the portion thereof allocated to a Casualty Loss to the Building or any part thereof or a Taking of the General Common Elements and/or Residential Common Elements and/or Residential 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 subsection (A) or elsewhere in this Section 5.5, however, in the event that any Unit, any portion thereof, or any Residential Limited Common Element appurtenant thereto are taken in a Taking (regardless of whether or not all or a part of the Common Elements are contemporaneously taken), no such Unit Owner shall be deemed to have waived whatever rights that he may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of subsection (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 (excluding the Units and Unit Owner Property) affected by such Casualty Loss, or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. Damage or destruction to a Unit shall be promptly repaired or restored by the Unit Owner of the affected Unit. 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. If a Unit Owner fails to repair or restore the Unit, the Condominium Board may cause the Unit to be repaired or restored and all costs in connection therewith shall be charged to the defaulting Unit Owner as a Special Assessment.

(C) In the event that Work shall be performed pursuant to the terms of subsections (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 Interest, for Work to the General Common Elements and against all Residential Unit Owners for the amount of the such deficiency in proportion to their respective Residential Common Interest, for Work to the Residential Common Elements 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 Interest, with respect to Work to the General Common Elements, and to all Residential Unit Owners in proportion to their respective Residential Common Interest, for Work to the Residential 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 subsection (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 Interest, with respect to Work to the General Common Elements, and/or paid to the Residential Unit Owners so assessed in proportion to their respective Residential Common Interest, with respect to Work to the Residential Common Elements, free of any claim of any lienor (including without limitation, any Permitted Mortgagee). Until such time that the lien of a Sponsor Loan has been released, the "Insurance Trustee" for the purposes of this subsection 5.5(C) shall be deemed to be such Sponsor Lender.

(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 Interest, 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 subsections (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 or shall be paid to all Residential Unit Owners in proportion to their respective Residential Common Interest to the extent allocated to destroyed or damaged portions of the Residential 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 Interest 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 Residential 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 in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the Unit Owner of any Unit so affected thereby shall not be abated.

(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 subsection (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 Residential Limited Common Elements, if any, after such Taking bears to the total floor area of such Unit and its appurtenant Residential 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 and new Residential Common Interest, where applicable, 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 and new Residential Common Interest, where applicable, 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 Interest of the other remaining Units shall be adjusted accordingly and reflected in an 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) sixty (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 subsection (A) of this Section 5.5, sixty (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; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than sixty (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) 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. In the event that the rate of insurance for the Property is increased as a direct result of a particular or unique use being made of any Non-Residential Unit, and not as a result of the typical uses for which the Non-Residential Unit may be occupied or for which commercial spaces in similar Building is normally occupied, the Non-Residential Unit Owner(s) shall be obligated to pay the amount of such increase in the rate of insurance. 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.

(B) 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.

(C) The Condominium Board, Sponsor, and their respective Permitted Users shall not be liable for any loss or damage caused by power outages, temperature fluctuations or other such causes in or around the Building, including without limitation in Units and/or the Storage Locker Area. Any loss or damage in any Unit and/or Storage Locker as a result thereof will be at the sole cost of the Unit Owner and/or Storage Locker Licensee, as applicable.

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) The Residential Units shall be used for residential purposes only – including permitted "home occupation" as defined in the Zoning Resolution (unless otherwise set forth herein), but excluding "dormitory," "bed and breakfast," "Airbnb," or other transient hotel-type use. Not more than one family may occupy a Residential Unit at any one time. A Residential 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 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 Residential Unit by such Family Members). Notwithstanding the foregoing, Sponsor (with respect to the Unsold Residential Units) or the Condominium (with respect to sold Residential Units) may, in their sole discretion, permit Persons other than those set forth above to occupy a Residential Unit. In no event, however, shall a portion of a Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased, or subleased. Each Non-Residential Unit may be used for any purpose permitted by Law (other than the Restricted Uses) and in accordance with the Condominium Documents and the Acquisition Documents, including, without limitation, additional residential units, retail stores, banks, restaurants, theaters, music venues, art production, art gallery/exhibition, bars, spas, health clubs, bowling alleys, event space, catering facility, museums, art galleries, and commercial and professional office space. No assurance, representation, or warranty is given that any of the tenants, occupants, or users of the Non-Residential Units will not be objectionable to Residential Unit Owners or other parties., The uses of the Non-Residential Units may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in any Non-Residential Unit. The uses of the Non-Residential Units may generate noise, traffic, fumes, odors, vibrations, or other disturbances over which the Condominium Board and the Residential Unit Owners will have no control. Residential Unit Owners will not have any interest in the rents, profits or revenues generated from the business, rental, or other use of any space in any Non-Residential Unit.

(C) Notwithstanding anything to the contrary contained in this Section 5.7, the Condominium Board may, in its sole discretion and without the consent of the Unit Owners, grant permission for the use of any Residential Unit as a professional office or for any purpose, provided that the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy for the Building. Any such consent shall be in writing and shall be personal to such Residential Unit Owner. Any lessee of, or successor in title to, such Residential Unit Owner shall be required to obtain the prior approval of the Condominium Board before using such Residential Unit for any purpose other than that set forth in subsection (B) hereof.

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, in its sole discretion and without the consent of the Condominium Board or the Unit Owners, (1) use or grant permission for the use of any Unsold Residential Unit as a professional office or for any other purpose, provided the nature and manner of such use complies with Law and does not violate the then existing certificate of occupancy for the Building or any other applicable governmental regulations, (2) use any Unsold Residential Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Residential Units or for any other purpose, subject only to compliance with Law, and (3) lease any Unsold Residential Unit to third parties for either long term or short term stays.

(E) As set forth in the Operating Agreement, a portion of the Broome Street Gardens Unit comprising at least 2,250 square feet (the "Public Space") will be open to the general public for approximately eight hours each day. The Public Space may be used by members of the public for activities appropriate to open spaces of similar design and size in the City of New York. However, no person can use the Public Space for an activity or in a manner which injures, endangers or unreasonably disturbs the comfort, peace, health, or safety of any person, or disturbs or causes injury to plant or animal life, or causes damage to property or any person. The Broome Street Gardens Unit Owner retains the right to establish rules and regulations governing the use of and behavior in the Public Space. Neither the Sponsor nor the Condominium Board shall be liable for any person's violation regarding the use of the Public Space or the rules and regulations established by the Broome Street Gardens Unit Owner. The Broome Street Gardens Unit Owner shall be responsible at its sole cost and expense for the upkeep and maintenance of the Public Space in accordance with the terms of the Operating Agreement.

(F) The Broome Street Gardens Unit and/or Market Line Unit may be used as an event space ("Event Space") by the respective Unit Owners of such Non-Residential Units, which Event Space may be regularly or routinely used for parties, gatherings, and events, that may last until the early morning hours with food and beverage service, music, noise, lights, odors, vibrations, and other disturbances potentially affecting the residents of the Building. The Event Space and the use thereof will comply with all Laws, including those regarding noise and liquor licensing.

Section 5.8 *Use of the Common Elements.*

(A) Subject to the terms of subsections (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 a Storage Locker Area) 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 Residential Units, which Residential Units are the only Units serviced or benefited by any Residential Common Element adjacent or appurtenant to such Residential Units (for example, that portion at the end of any residential hallway that is directly adjacent to any such Residential 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 Residential Common Elements exclusively, as if it were a part of such Residential 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 Interest 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 Residential Common Element for so long as such owner or owners exercise such exclusive right of use and (ii) restore such Residential 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 subsection (A) of this Section 5.8 shall not apply to Sponsor for so long as there are any Unsold Residential 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 Common Elements chosen by Sponsor including the area adjacent to the main entrance of the Building; (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 sell, lease, manage, or operate Unsold Residential Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to 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 to 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 were 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 Residential Unit Owner, and in no event shall any food or other perishable item be stored therein.

(B) No Storage Locker may be used for any Prohibited Use. The use of a Storage Locker for a Prohibited Use can result in violations being posted against the Building. Any and all costs or expenses incurred by the Condominium or other Unit Owner as a result of any Prohibited Use of a Storage Locker shall be borne by such Residential Unit Owner.

(C) Notwithstanding anything to the contrary, 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. A Storage Locker may only be licensed or sublicensed to another Residential Unit Owner or a Purchaser who is simultaneously purchasing a Residential Unit and in no event shall be transferred independently of the ownership of a Residential Unit.

(D) All Storage Locker Licensees, including Sponsor with respect to Unsold Storage Lockers, shall be responsible for: (i) all costs and expenses associated with the operation of the Storage Locker Area, and (ii) the payment of any license fees and/or Special Assessments imposed by the Condominium Board related to the Storage Lockers; all of which shall constitute "additional Common

Charges." A Storage Locker Licensee's failure to pay any such fee and/or Special Assessment shall constitute a material default under the terms of the Condominium Documents.

(E) The Condominium Board has the authority to promulgate additional rules and/or restrictions regarding the use of, insurance coverage for, and access to the Storage Lockers and Storage Locker Area.

Section 5.10 *Rights of Access.*

(A) Each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), 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 Residential 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 or its appurtenant Residential Limited Common Elements 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 normal conduct of business of the Non-Residential Unit Owners or other occupants of the Non-Residential Units or with the use of the Residential Units and their appurtenant Residential 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) Sponsor and its contractors, subcontractors, consultants, materialpersons, agents and employees will have a right of access to each Unit and to all of the Common Elements (including Residential Limited Common Elements and Storage Lockers) for the purpose of 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 reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit and/or any appurtenant Residential Limited Common Elements for their 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. 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).

(C) Pursuant to code, the Fire Department of the City of New York shall have a right of access in, through, and upon the Terraces appurtenant to Residential Units (as well as the common residential terrace) located on Floor 6 of the Building, for, among other things, the purpose of accessing the Building in order to respond to emergencies, and to conduct routine repairs, maintenance, testing, and training.

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 Residential 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 adversely affect Sponsor, any Non-Residential Unit Owner, and/or any user of any Non-Residential Unit, without the prior written consent of Sponsor or the affected Non-Residential Unit Owner, as applicable.

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: (a) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements, (b) a Non-Residential Unit Owner for such portion attributable to such Non-Residential Unit, and (c) the Residential Unit Owners as a Residential Common Expense for such portion attributable to the Residential Units and/or the Residential Common Elements and/or the Residential 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: (a) the Residential Unit Owners as a Residential Common Expense for such portion attributable to the Residential Units and/or Residential Common Elements and/or Residential Limited Common Elements, and (b) the Unit Owners as a General Common Expense for such portion attributable to the General Common Elements. In addition, the cost of submetering shall be a Residential Common Expense if pertaining to Residential Units and a General Common Expense if pertaining to all Units.

Section 5.15 *Electricity.*

(A) Electricity for each Residential Unit and the Non-Residential Units (including tenants occupying portions of the Non-Residential Units) 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 Residential Limited Common Elements to which such Residential Unit has exclusive access.

(C) If the Residential Units or the Non-Residential 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) Electricity for the Residential Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Condominium Board and will be borne by the Residential Unit Owners as Common Charges.

(E) In addition, the cost of submetering shall be a Residential Common Expense if pertaining to Residential Units and a General Common Expense if pertaining to all Units.

(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 subsection (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 General Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interest and all Special Assessments relative to the Residential Common Elements and/or the Residential Limited Common Elements shall be levied against all Residential Unit Owners in proportion to their Residential Common Interest. Special Assessments relating to the Storage Lockers or Storage Locker Licenses shall be levied solely against all Unit Owners owning such Storage Locker Licenses. 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 General Common Element or Residential Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners or the Residential Unit Owners, as applicable, and shall be collected on behalf of the Unit Owners or Residential Unit Owners, as applicable, by the Condominium Board and applied against the General Common Expenses attributable to the General Common Elements, or the Residential Common Expenses attributable to the Residential Common Elements or the Residential Limited Common Elements, as applicable, 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 for the next succeeding year(s) of operation by the Condominium Board against the General Common Expenses attributable to the General Common Elements, or the Residential Common Expenses attributable to the Residential Common Elements or the Residential Limited Common Elements, as applicable. 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 General Common Interest, or to all Residential Unit Owners pro-rata in proportion to their respective Residential Common Interest, as applicable. Any such distributions must be made by adjusting the Common Charges collected from Unit Owners.

(E) Common Expenses have been allocated amongst the Residential Units (in the aggregate) and the Non-Residential Units, on the basis of usage rather than Common Interest. The First Year's Budget sets forth the percentage for each line item, if any, to be paid for by the Residential Units and the Non-Residential Units, which percentages are deemed presumptive evidence of reasonableness. The Condominium Board may not modify these allocations without the unanimous consent of the Non-Residential Unit Owners. Any new line items which may be added to the budget by the Condominium Board in the future shall be paid for on the same basis.

(F) Each annual budget of the Condominium also shall include, as an item of Non-Residential Common Expense, a portion of the costs of operating and maintaining the Public Park at Site 5 in accordance with the LSGD Declaration.

(G) The Condominium Board is hereby authorized to budget for the collection and payment of any financial obligations imposed by the Acquisition Documents and any other documents of record.

Section 6.2 *Payment of Common Charges*

(A) All Unit Owners (including Sponsor with respect to Unsold Residential 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 subsection (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 and after the First Closing for a period to be

determined by the Condominium Board, provided during such period, the basic operating costs of the Condominium (inclusive 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 Residential Unit, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Residential Unit Owner shall be deemed a Residential Common Expense, collectible from all those who are Residential Unit Owners at the time the same is levied. In the case of the Non-Residential Units, any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure or sale or from the defaulting Non-Residential Unit Owners shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that 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 Residential Unit have been paid; (ii) such Residential 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 Residential Unit. However, in no event shall Sponsor be permitted to convey any Unsold Residential Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Residential Unit thereafter accruing unless the aggregate Residential Common Interest then appertaining to the Unsold Residential Units constitute 15% or less of the total Residential Common Interest then appertaining to all Residential 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 Residential 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 subsection (C) hereof). Except as expressly provided to the contrary in subsection (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 subsection (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 Residential Unit Owner may (i) sell the Residential Unit and (ii) lease the Residential Unit for periods of not less nor more than 1 year, provided however, no Residential Unit Owner may sell or lease the Residential 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 Residential 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 Residential Unit Owner. Such Residential 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.

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 Residential Unit together with its Appurtenant Interests and any lease of a Residential Unit ("Sale Agreement" or "Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE 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 Residential 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 subsection (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell the Residential Unit, together with its Appurtenant Interests, or to lease the Residential Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation 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 subsection (A) hereof together with such further information as may have been requested pursuant to the terms of subsection (B) hereof, to purchase such Residential Unit together with its Appurtenant Interests or to lease such Residential 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 Residential 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 subsection (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 Residential 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 Residential Unit together with its Appurtenant Interests, to lease such Residential 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 Residential Unit and its Appurtenant Interests are to be purchased by the Condominium Board or its designee on behalf of all Residential 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 Residential 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 Residential 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 Residential Unit to be purchased together with its Appurtenant Interests. In addition, if the Outside Offeror was to assume or to take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages pursuant to the Sale Agreement, the Condominium Board may purchase the Residential 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 Residential Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, on behalf of all Residential 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 Residential Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Residential 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 Residential Unit and the entire Property, as herein provided.

(C) In the event that such Residential Unit is to be leased by the Condominium Board or its designee on behalf of all Residential Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Residential 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 subsection (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within sixty (60) days after (i) notice of refusal is sent to the Offeree Unit Owner by the 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 Residential 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 Residential 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 Residential 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 Residential 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 Residential 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 Residential 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 Residential Unit, together with its Appurtenant Interests, by:

(i) the Residential 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 Residential Unit Owner is an infant or a person judicially declared incompetent of managing such person's affairs, then such Residential Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Residential 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 Residential Unit Owner or to any entity with respect to which such Residential 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 Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or its nominee, who has acquired title to any Residential Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction;

(vi) any Non-Residential Unit Owner;

(C) provided, however, that each succeeding Residential Unit Owner shall be bound by, and the Residential Unit shall be subject to, all of the terms and conditions of this Article 7.

(D) The terms and conditions contained in Section 7.2, 7.3, 7.4 and 7.7 hereof shall not apply with respect to any sale, lease or conveyance of any Non-Residential Unit, together with its Appurtenant Interests.

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 Residential Units, including, without limitation, any working capital fund contribution imposed by the Condominium Board. 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 Residential Units shall not apply to the sale lease, sublease, license or conveyance of a Residential Unit by the reasons set forth in subsections 7.5(B) (ii), (iii), (iv), (v) and (vi) of this Article 7.

Section 7.8 *Intentionally Omitted*

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 Residential 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 *Sale or Lease of Non-Residential Units.*

(A) The Non-Residential Unit Owners may sell, lease or convey their respective Units without the consent of the Condominium Board, the Managing Agent, the other Unit Owners or any other Person, but subject to the terms of the Acquisition Documents (if applicable). Notwithstanding the foregoing, in the event the Condominium Board receives notice of the sale or lease of any of the Non-Residential Units or a request for any documentation in connection therewith, the Condominium Board shall provide Sponsor with a copy of any such notice or request.

(B) Any proper officer conducting the sale of any Non-Residential 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 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 in a bona fide transaction shall have the same rights as the Non-Residential Unit Owners to sell or lease such Unit as provided in subsection (A) above.

(C) Upon the written request of a Non-Residential Unit Owner, the Condominium Board shall deliver to such Non-Residential Unit Owner or any designee, a statement ("Estoppel Certificate") indicating that such Non-Residential Unit Owner is current in its payment of all amounts due under the Declaration and the By-Laws, that no written notice of default has been sent to such requesting party and to the knowledge of the Condominium Board, no such default exists. Any such statement may be relied upon by any mortgagee or purchaser of the Non-Residential Unit. In addition, upon the written request of a Non-Residential Unit Owner accompanied by such documentation as is reasonably sufficient to allow the Condominium Board to proceed as hereinafter described, the Condominium Board will enter into a non-disturbance and attornment agreement ("Non-Disturbance Agreement") in a form reasonably satisfactory to such requesting Unit Owner with any tenant ("Tenant") of the Non-Residential Unit Owner which provides that: (i) the Tenant shall be entitled to continued undisturbed possession of such Unit or portion thereof leased by such Tenant, (ii) the Tenant's rights and privileges under the lease for such Unit or portion thereof ("Lease") shall not be diminished or interfered with by the Condominium Board for any reason whatsoever during the term of the Lease or any extensions or renewals thereof, and (iii) except as provided in the last paragraph of this subsection (C), the Condominium Board will not join the Tenant as a party defendant in any action or proceeding to foreclose upon the Unit or to enforce any rights or remedies of the Condominium Board under the Declaration and the By-Laws which would cut-off, destroy, terminate or extinguish the Lease, provided that (a) the Tenant is not in default (beyond any applicable grace periods) in the payment of rent or additional rent or in the performance or observance of any of the other terms, covenants, provisions or conditions of the Lease, (b) the Tenant is not in default of any of the provisions of the Declaration and the By-Laws, both at the time of the request and at the time of execution of the Non-Disturbance Agreement, (c) the Lease is in full force and effect, (d) the Tenant attorns to the Condominium Board and pays to the Condominium Board, all rentals and other monies due and to become due to the Non-Residential Unit Owner, under the terms of the Lease but only to the extent of a percentage of the unpaid Common Charges due from the Non-Residential Unit Owner, equal to the percentage of the total square footage of the Non-Residential Unit leased by such Tenant, it being understood that without affecting the Tenant's rights and protection afforded by the Non-Disturbance Agreement, the Tenant shall not be required to pay any rentals or other monies otherwise due or to become due to the Non-Residential Unit Owner to the Condominium Board if such payment is prohibited by the terms of any non-disturbance agreement granted to such Tenant by the mortgagee of any such Non-Residential Unit holding a first mortgage on such Non-Residential Unit. The Non-Disturbance Agreement shall be executed by the Tenant and the Condominium Board and prepared by the Condominium Board at the expense of the Unit Owner requesting the Non-Disturbance Agreement, which expense shall be limited to reasonable actual out-of-pocket expenses incurred by the Condominium Board, including attorneys' fees, costs and disbursements.

Notwithstanding the foregoing, if it would be procedurally disadvantageous for the Condominium Board not to name or join the Tenant in a foreclosure proceeding with respect to the Non-Residential Unit, the Condominium Board may name or join the Tenant without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, the Tenant under this Article.

Section 7.13 *Conveyance of Storage Locker Licenses.*

(A) Except for Sponsor, no Residential Unit Owner shall be permitted to assign, convey or lease any Storage Locker or Storage Locker License to anyone other than a Residential Unit Owner or its Permitted User. A Storage Locker License may be assigned by a Residential Unit Owner at any time (and not subject to any right of first refusal by the Condominium Board) provided (i) the assignee is another Residential 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 Residential Unit, unless the Storage Locker License is assigned to and assumed by another Residential 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 Residential 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 Locker Licenses.

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 or the Non-Residential Unit Owners.

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 Residential 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 subsection (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 subsection (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 Residential 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 Residential 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 or the Non-Residential Unit Owners shall give to Sponsor or the Non-Residential Unit Owners 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 or the Non-Residential Unit Owners 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 or the Non-Residential Unit Owners, 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, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or subsection (A) of Section 9.2 hereof or (ii) Sponsor or the Non-Residential Unit Owners in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of subsection (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in provision (i) of this paragraph, such Unit Owner to the Condominium Board or (b) in the event set forth in provision (ii) of this paragraph, the offending party (i.e. the Condominium Board or the Unit Owner) to Sponsor or the Non-Residential Unit Owners, as the case may be, 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 9.4 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 General Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units, generally, or to the General Common Elements, and shall constitute Residential Common Expenses, to be borne by all Residential Unit Owners if such arbitration relates solely to the Residential Units or the Residential Common Elements or the Residential Limited Common Elements.

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 Residential 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 l.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 AND RESIDENTIAL RULES AND REGULATIONS

Section 12.1 *General.*

(A) All the provisions of this Section 12.1 are subject to the provisions contained in Section 12.2 and 12.3 hereof 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 Non-Residential Unit Owner, or any Permitted Mortgagee.

(B) Any provision of these By-Laws affecting the (i) General 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 and (ii) Residential Common Elements or all Residential Unit Owners may be added to, amended, modified or deleted by affirmative vote of at least 66-2/3% in number and Residential Common Interest of all Residential Unit Owners, either taken at a duly constituted meeting thereof or given in writing without a meeting in accordance with the provisions of Section 4.10 hereof. Any such amendment, modification, addition or deletion 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 the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. No such amendment, modification, addition or deletion shall be effective unless and until such instrument is duly recorded in the Register's Office.

Section 12.2 *Special Amendments.*

(A) Sponsor or 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 Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute and record (or, at Sponsor's or the Development Rights Owner's sole option, to require the Condominium Board or any other Unit Owners to execute and record) in the Register's Office and elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to these By-Laws and/or the Residential Rules and Regulations 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 Residential Units and/or the reapportionment of the Common Interest of the affected Unsold Residential 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 Residential 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 Residential Unit; or

(iii) to correct any inconsistencies or scrivener's errors; 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 provision (i) or (ii) of this subsection (A) 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.

(B) The Non-Residential Unit Owner 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 and record in the Register's Office or elsewhere, if required by Law, by or on behalf of the Condominium Board as attorney-in-fact of all the Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest, one or more amendments to these By-Laws, together with such documents, plans and maps as the Non-Residential Unit Owner deems appropriate to effectuate the same:

(i) to reflect any changes in the Non-Residential Unit and/or the reapportionment of the Common Interest of the affected Non-Residential Unit resulting therefrom made by the Non-Residential Unit Owner in accordance with the terms of Article 12 hereof; or

(ii) required by (x) an Institutional Lender designated by the Non-Residential Unit Owner to make a loan secured by a mortgage on the Non-Residential Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Non-Residential Unit Owner to insure title to any Non-Residential Unit, as such requirements relate solely to the Non-Residential Unit; or

(iii) to correct any inconsistencies or scrivener's errors.

(iv) to reflect any changes that do not materially and adversely affect the Residential Units and/or the Residential Unit Owners; provided, however, that any such amendment shall not (1) change the Common Interest or Residential 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 provision (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in provision (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

(C) Any amendment to these By-Laws may be executed; (i) if on behalf of Sponsor or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, pursuant to the terms of Section 12.2(A) hereof, by Sponsor or the Development Rights Owner, (ii) if on behalf of a Non-Residential Unit Owner pursuant to the terms of Section 12.2(B) hereof, by the Non-Residential Unit Owner, or (iii) 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 the Declaration or these 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 pursuant to the terms of the Declaration or these 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.

(D) Notwithstanding anything contained in the Condominium Documents to the contrary, if any Residential Unit Owner, with the prior approval of the Condominium Board changes the size and/or number of Residential Units owned by such Residential Unit Owner by either (w) subdividing a Residential Unit(s) into two or more separate Residential Units, (x) combining a Residential Unit into one or more Residential Units, (y) altering the boundary walls between any adjacent Residential Units owned by such Residential Unit Owner, or (z) otherwise, including incorporating Residential Common Elements (such as a portion of a hallway used exclusively by the owner of such Residential Unit) which exclusively benefit a Residential Unit into such Residential Unit, then the Condominium Board on behalf of such Residential Unit Owner and at the Residential 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 these By-Laws and other documents which are necessary or appropriate to reflect the changes made by the Residential Unit Owner, all without the approval of the other Unit Owners, provided, however, that any such amendment shall not (1) change the Common Interest or Residential 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.

Section 12.3 *Special Consents.*

(A) *Intentionally omitted.*

(B) Notwithstanding anything contained in the Condominium Documents to the contrary, the provisions of this Article 12 may not be modified, amended, added to or deleted, in whole or in part, without the written consent of Sponsor or the Non-Residential Unit Owner if the same relate to Sponsor or the Non-Residential Unit Owner.

(C) *Intentionally omitted.*

(D) Notwithstanding the provisions of Section 12.1(B), 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 subsection (F) of Section 5.5 of these By-Laws.

(E) Subject to the rights of Sponsor set forth herein, the foregoing Section 12.1 of these By-Laws 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 writing.

(F) Notwithstanding anything contained in the Condominium Documents to the contrary, no amendment, modification, addition, or deletion of or to Section 5.4 or 5.5, subsection (B) or subsection (C) of Section 6.2, provision (iv) or (v) of subsection (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. If the Permitted Mortgagees fail to respond within sixty (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 shall be assumed.

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 Non-Residential Unit Owner or any Development Rights Owner solely with respect to utilization, sale or transfer of Excess Development Rights, as the case may be, then Sponsor, the Non-Residential Unit Owner, 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 Tax Lot Drawings, 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. The rights and/or obligations of the Non-Residential Unit Owners as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of the Non-Residential Unit Owners.

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.* As of the date of the recording of this Declaration, the Condominium Board will not be eligible to elect tax-exempt status 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 Residential Units.

2. No bicycles, rollerblades, scooters, skateboards or similar vehicle shall be taken into or from the Building through the main entrance or 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. 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 Residential 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. No bicycles may be stored in any common hallways or on any Terraces or in any other outdoor areas of the Building.

6. No Residential 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 Residential 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 Residential 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 Residential Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Residential Unit Owner shall permit anything to be done or kept in the Residential 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 Residential Unit Owner or any Family Members, agents, servants, employees, licensees, or

visitors shall, at any time, bring into or keep in the Residential Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Residential Unit.

11. There shall be no barbecuing in the Residential Units or in the Common Elements; however, barbecuing will be permitted on any Terrace appurtenant to a Residential Unit or on the common terrace using the barbecues provided.

12. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Residential Unit or its appurtenant Residential Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, boombox, stereo, or other loudspeaker in such Unit Owner's Unit or its appurtenant Residential 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 Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

13. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance (e.g., unwanted smells or noises), health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Condominium Board. Notwithstanding the foregoing, a Unit Owner may not have more than two (2) pets without obtaining the prior written consent of the Condominium Board, which consent may be withheld in its sole discretion. Each Residential Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, the Condominium Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Residential Rules and Regulations adopted by the Condominium Board with respect thereto, including without limitation, the number of such pets. Notwithstanding the foregoing, the Condominium Board shall have the right to adopt a no-pet policy for the Building or policies with respect to size or number of pets per Unit. In no event shall any pet be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash.

14. 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.

15. No group tour, open house or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential 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 Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

17. No window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld, conditioned, or delayed. In no event, however, shall any windows of any Residential Unit be colored or painted.

18. Any installations, replacements, and/or repairs in connection with legally-compliant window guards and/or window stops in any Residential Unit shall be performed at the direction of the Managing Agent and all costs associated therewith shall be borne by the Residential Unit Owner. It is the responsibility of each Residential 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 Residential 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 Residential Unit and/or any additional equipment as required by Law, and (iii) to otherwise ensure that all operable windows located in the Residential Unit comply with Law. Residential Unit Owners and their Permitted Users are prohibited from modifying or tampering with any window guards and/or window stops installed in the Residential Unit.

19. No ventilator or air conditioning device shall be installed in any Residential Unit or its appurtenant Residential 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 Residential 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 Residential Unit.

23. Each Residential Unit Owner shall keep the Residential Unit and its appurtenant Residential 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 Residential 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 Residential Unit Owner, for the purpose of inspecting such Residential 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 Residential Unit for its permitted purposes.

26. The Condominium Board or the Managing Agent may retain a pass-key to each Residential 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 Residential Unit Owner is not personally present to open and permit an entry to the Residential 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 Residential 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 Residential Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

28. Residential 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 or common amenity area at the time in question.

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. 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 Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential 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 Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in any way, without the prior approval of the Condominium Board.

33. No Residential Unit Owner shall install or place speakers on a Terrace appurtenant to a Residential Unit.

34. As described in the By-Laws, pursuant to code, the Fire Department of the City of New York shall have a right of access in, through, and upon the Terraces appurtenant to Residential Units (as well as the common residential terrace) located on Floor 6 of the Building, for, among other things, the purpose of accessing the Building in order to respond to emergencies, and to conduct routine repairs, maintenance, testing, and training. Residential Unit Owners, tenants, residents, and other persons are

prohibited from preventing or interfering with such access, and shall not install, store, or keep items on a Terrace on Floor 6 that would prevent or interfere with such access.

35. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.

36. When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective Family Members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective Family 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 Residential Unit causing the damage.

37. No nuisance shall be allowed on the Property, nor shall any use or practice be allowed that either is a source of annoyance to Residential Unit Owners or occupants or interferes with the peaceful possession or proper use of the Property by Residential Unit Owners or occupants. 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 Residential Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property.

38. Residential 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.

39. Due to the risk of pipe ruptures, water damage, and other risks associated with freezing pipes, Unit Owners whose Units have appurtenant Terraces are required to shut off all water spigots located on their respective Terraces during winter months and otherwise during cold weather. If any maintenance, repairs, or replacements to any water spigots, piping, conduits, or other property (regardless whether a part of the Unit or a Common Element) are necessitated by the failure by a Unit Owner to comply with the foregoing provision, the entire cost and expense thereof shall be borne by such Unit Owner.

40. Residents are obligated to comply with the Building's smoking policy ("Smoking Policy"), which is annexed hereto and made a part hereof. Violations of the Smoking Policy may be addressed by the Condominium Board in accordance with the By-Laws, including, without limitation, the imposition of fines or penalties against the Unit Owner in accordance with subsection 2.4(A)(xvi) of the By-Laws.

RESIDENTIAL RULES AND REGULATIONS
SMOKING POLICY
FOR One Essex Crossing Condominium

1. For the purpose of this smoking policy, the term "smoking" and similar terms means inhaling, exhaling, burning, or carrying anighted cigar, pipe, cigarette, e-cigarette, vape pen, or other tobacco or non-tobacco smoking product in any manner or in any form.

2. Except as set forth herein, no Unit Owner, tenant, occupant, or any other person (including without limitation invitees, guests or contractors) occupying or visiting a Unit shall smoke in any common area of the Building, including, but not limited to: all entrances, elevators, hallways, basement, stairwells, fire stairs, amenity spaces, terraces, the roof, or within twenty-five (25) feet of the Building's exterior (all of the foregoing collectively "Prohibited Smoking Locations"). Notwithstanding the above, smoking is permitted on the Terrace on Floor 5 appurtenant to the Office Unit; provided, however, that (i) all cigarette butts, cigar tips, and all other trash are properly disposed of in the appropriate receptacles, and (ii) no nuisance (as determined in the sole and absolute discretion of the Condominium Board) is caused on or within the Property as a result of such smoking.

3. The Condominium Board reserves the right to, in its sole and absolute discretion: (i) modify this Smoking Policy, and (ii) take such actions as may be necessary or desirable to implement, enforce, ensure compliance with, and/or mitigate actual or alleged violations of this Smoking Policy.

4. Each Unit Owner shall inform all persons that do or will occupy or enter a Unit of this policy and shall be responsible for violations thereof. In the event of any violation of this policy, the Condominium Board shall impose a fine of **$250** per occurrence on the common charge account of a Unit, in which the Unit Owner or any other occupant of, or visitor to, shall have been found to be in violation of this policy.

5. Each Unit Owner shall inform their household staff, co-occupants and guests of this policy.

6. A Unit Owner who leases his/her Unit shall include a copy of this policy as an attachment to such lease.

7. A Unit Owner who violates this policy, or whose co-occupant, guest or other invitee violates this policy, shall be deemed to have agreed to indemnify, defend and hold harmless the Condominium from, against and with regard to any loss or damage which the Condominium may incur, or any claim that may be asserted against the Condominium, as a result of such violation of this policy, including, without limitation, the amount of reasonable attorneys' fees and disbursements incurred by the Condominium in connection therewith.

8. Any monetary obligations by a Unit Owner to the Condominium under this policy shall be deemed additional common charges under the by-laws of the Condominium.

9. This smoking policy shall be deemed part of the Residential Rules and Regulations of the Condominium, and shall be included in the purchase and leasing waiver application packages of the Condominium, and as part of all leases of Units in the Condominium.

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 One Essex Crossing Condominium ("Condominium") and by the street number 202 Broome Street, New York, NY 10002 under 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 of the County of New York ("Register's Office") on [_____], as CRFN# [_____] ("Declaration"), or (b) in the By-Laws of One Essex Crossing 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 Residential 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 346 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Tax Lot Drawings, 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 Residential Unit Owners for the reduction of the assessed valuation of their Residential Units, such Residential 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 Residential Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, sublease or surrender the same or acquire any Residential 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 Residential Unit Owners;

(c) acquire, mortgage, lease, sublease, license, convey or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased;

(d) 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 Residential Units.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

[Applicable to Unit Owners of Residential Units and Non-Residential Units]: 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 346 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Tax Lot Drawings, do(es) hereby nominate, constitute and appoint Site 3 DSA Owner 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 Residential Units and/or the reapportionment of the Common Interest of the affected Unsold Residential 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 Residential 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 Residential Unit; or (3) shall be required to correct any inconsistencies or scriveners' errors in the Declaration, the By-Laws and/or the Tax Lot Drawings; 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 PCO has been issued for the Property;

(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; and

(c) to close out or otherwise assume complete control over any open applications and/or permits associated with any work commenced by any Unit Owner (including without limitation to substitute the person who opened the application or permit with an architect chosen by Sponsor) and otherwise take any other actions necessary in Sponsor's sole discretion (to the extent permitted by Law) in order to avoid or mitigate any delay in obtaining a TCO or PCO for the Building (or any amendment to, or extension of, the TCO or PCO), pursuant to Sponsor's rights under subsection 5.2(F) of the By-Laws.

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 ON FOLLOWING PAGE)

(ACKNOWLEDGEMENT)

STATE OF _____)
) ss.:
COUNTY OF _____)

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

UNIT OWNER'S SPECIMEN TITLE POLICY

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Form No. 1402.06
ALTA Owner's Policy (6-17-06)
1100302P050600



Policy Page 1
Policy Number: Y 3020-962067
SPECIMEN

OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

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EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments 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.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in

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Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

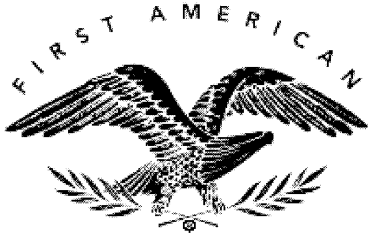
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE



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SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
666 Third Avenue, 5th Floor
New York, NY 10017

Policy No.: **Y 3020-962067 SPECIMEN**

Address Reference: 202 Broome Steet, New York, NY 10002 **(For Information Only)**
Amount of Insurance: $_____
Date of Policy: __/__/____

1. Name of Insured:

   _____

2. The estate or interest in the Land that is insured by this policy is:

   Fee Simple

3. Title is vested in:

   _____ by means of a deed made by SITE 3 DSA OWNER LLC, recited as being a Delaware limited liability company dated __/__/____ and being duly recorded in the Office of the City Register, New York County.

4. The Land referred to in this policy is described as follows:

   Real property in the City of New York, County of New York, State of New York, described as follows:

   THE CONDOMINIUM UNIT (THE "UNIT") KNOWN AS UNIT NO. ____ IN THE BUILDING DESIGNATED AS THE 202 BROOME STREET CONDOMINIUM IN THE DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF SAID PREMISES UNDER ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK (THE "NEW YORK CONDOMINIUM ACT"), DATED AS OF_____AND RECORDED IN THE OFFICE OF THE REGISTER OF NEW YORK COUNTY (THE "REGISTER'S OFFICE") ON _____AS CRFN _____, ALSO DESIGNATED AS TAX LOT _____, IN BLOCK 346, OF THE BOROUGH OF MANHATTAN ON THE TAX MAP OF THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK AND ON THE FLOOR PLANS OF SAID BUILDING, CERTIFIED BY _____, REGISTERED ARCHITECT, ON _____AND FILED WITH THE REAL PROPERTY ASSESSMENT DEPARTMENT OF THE CITY OF NEW YORK ON _____AS CONDOMINIUM PLAN NO. _____, AND ALSO FILED IN THE CITY REGISTER'S OFFICE ON _____AS MAP NO. _____.

   TOGETHER WITH A TOTAL UNDIVIDED _____% INTEREST, IN THE COMMON ELEMENTS (AS SUCH TERM IS DEFINED IN THE DECLARATION).

   THE PREMISES WITHIN WHICH THE UNIT IS LOCATED ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE CITY, COUNTY AND STATE OF NEW YORK BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

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BEGINNING AT A POINT SAID POINT BEING FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY LINE OF DELANCEY STREET (VARIABLE WIDTH) WITH THE NORTHEASTERLY LINE OF NORFOLK STREET (VARIABLE WIDTH) AND FROM SAID BEGINNING POINT RUNNING THENCE;

1. RUNNING THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY LINE OF DELANCEY STREET, A DISTANCE OF 200.66 FEET TO A POINT,

2. THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY LINE OF SUFFOLK STREET (VARIABLE WIDTH) FORMING AN INTERIOR ANGLE OF 90° - 23' – 35" WITH THE PREVIOUS COURSE, A DISTANCE OF 202.78 FEET TO A POINT;

3. THENCE SOUTHWESTERLY, ALONG THE NORTHWESTERLY LINE OF BROOME STREET (VARIABLE WIDTH) FORMING AN INTERIOR ANGLE OF 89° - 39' – 24" WITH THE PREVIOUS COURSE, A DISTANCE OF 200.85 FEET TO A POINT;

4. THENCE NORTHWESTERLY, ALONG THE AFOREMENTIONED NORTHEASTERLY LINE OF NORFOLK STREET (VARIABLE WIDTH) FORMING AN INTERIOR ANGLE OF 90° - 17' – 22" WITH THE PREVIOUS COURSE, A DISTANCE OF 202.95 FEET TO THE POINT AND PLACE OF BEGINNING.

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SCHEDULE B

Policy No.: **Y 3020-962067 SPECIMEN**

EXCEPTIONS FROM COVERAGE

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. AS TO THE BUILDING: policy excepts any state of facts which an accurate survey would disclose.

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

2. Terms, restrictions, covenants, obligations and provisions as set forth in Declaration of Large-Scale General Development made by the City of New York, acting by and through its Department of Housing Preservation and Development dated as of 03/05/2015 and recorded 03/19/2015 in CRFN 2015000094319 as modified by First Modification to Restrictive Declaration dated as of 03/25/2015 and recorded 04/14/2015 in CRFN 2015000124879.

3. Terms, covenants, conditions and provisions for the revesting of title as contained in the Land Disposition Agreement made by and between The City of New York, acting by and through its Department of Housing Preservation and Development and Site 3 DSA Owner LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131801.

   WITH REGARD THERETO:

   a) Subordination Agreement (LDA and Deed) made by and between The City of New York, acting by and through its Department of Housing Preservation and Development and SM Tactical Finance II-A LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131811.

4. Terms, covenants, conditions and provisions for the revesting of title as contained in the deed made by The City of New York, acting by and through its Department of Housing Preservation and Development to Site 3 DSA Owner LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131802.

   WITH REGARD THERETO:

   a) Subordination Agreement (LDA and Deed) made by and between The City of New York, acting by and through its Department of Housing Preservation and Development and SM Tactical Finance II-A LLC dated as of 4/12/2018, recorded 4/19/2018 as CRFN 2018000131811.

5. Terms, Restrictions and Conditions set forth in the Declaration of Condominium and By - Laws of The 202 Broome Street Condominium dated _____, recorded _____ in(as) _____; but the Policy insures against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.

6. Power of Attorney to the Board of Managers of The 202 Broome Street Condominium, and their successors in office dated __/__/____ and to be recorded in the office of the Register, New York County, as provided in the Declaration and By - Laws of The 202 Broome Street Condominium.

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7. Real Estate Taxes to be allocated to each condominium unit.

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First American

STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Issued by

First American Title Insurance Company

Attached to and made part of Policy No.: Y 3020-962067 SPECIMEN

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.

Dated: __/__/____

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

By:
Authorized Countersignature

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First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

ATTORNEY'S INCOME TAX OPINION

O L S H A N

1325 AVENUE OF THE AMERICAS • NEW YORK, NEW YORK 10019
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August 14, 2020

Site 3 DSA Owner LLC
c/o Taconic Investment Partners
111 Eighth Avenue, Suite 1500
New York, NY 10011

Re: One Essex Crossing Condominium, New York, NY

Ladies and Gentlemen:

In connection with the offering of condominium units under a plan entitled Condominium Offering Plan (the "Plan") for One Essex Crossing Condominium, 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 Residential 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 Residential Unit Owner will hold title to his Residential Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Residential Unit and its interest in the Common Elements will be taxed as a separate parcel for real property tax purposes. Each Residential Unit Owner may place a separate mortgage on his Residential 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 Residential Unit by an individual who is a resident of New York City for tax purposes, who purchased such Residential Unit on or after the date hereof, and who uses the Residential Unit as a qualified residence. It does not address, among other things, the tax consequences of ownership of a Unit other than a Residential Unit by any person or entity or a Storage Locker License and does not address the tax consequences of the ownership of Units 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 Residential Unit paid or accrued by the owner of such Residential Unit who is liable for the interest payment on such mortgage and who uses the

Residential Unit exclusively as his personal residence 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. In rendering this opinion we assume that such interest is not prepaid, that the mortgage proceeds were used by the Residential Unit Owner to purchase the Residential Unit, that the Residential Unit is the owner's principal residence and that the Residential 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 Residential 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 Residential Unit Owner's Residential 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 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 Residential Unit Owner who is subject to the alternative minimum tax, no deduction is allowed for real property taxes paid by such Residential 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 One Essex Crossing Condominium (the

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[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 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).

"Association"), including the Declaration of Condominium and By-Laws of the Condominium (which are the instruments which will create the Association).

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 Residential Unit will be considered as used for residential purposes if, for more than one half the days in the Association's taxable year, such Residential Unit or building is occupied by a person or series of persons each of whom occupies the Residential Unit or building for less than thirty days.

You have advised us that less than 85% of the total square footage of the Premises will be used by individuals for residential purposes. Accordingly, the "substantially all" test will not be

met. As a result, it is our opinion that the Association will not be eligible to elect tax-exempt status under Code Section 528.[2]

Since the Association will not initially qualify as a tax exempt organization pursuant to Code Section 528, 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. Tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of its income (including the nonmembership, 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 Residential Unit Owners. The tax treatment of the Association may be affected by certain United States Treasury Department Regulations relating to entity classification.[3]

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 Residential 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, special 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.

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[2] If in the future the Association does meet the "substantially all" test and elects tax treatment under Code Section 528, all amounts received by the Association as exempt function income will be exempt from U.S. federal income tax. This consists of amounts received as membership dues, fees, or assessments from owners of Residential Units. However, the Association would 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 or from non-Residential Unit Owners, 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.

[3] 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.

ALL RESIDENTIAL UNIT OWNERS, POTENTIAL RESIDENTIAL 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 RESIDENTIAL UNIT OWNER, EACH POTENTIAL RESIDENTIAL UNIT OWNER, THE ASSOCIATION AND THE CONDOMINIUM SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Sincerely yours,



OLSHAN FROME WOLOSKY LLP

REAL ESTATE TAX PROJECTION OPINION

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

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EMILY N. BLATT

TAMAR TOLEDANO

September 23, 2020

Site 3 DSA Owner LLC
c/o Taconic Investment Partners LLC
111 Eighth Avenue, Suite 1500
New York, New York 10011

Re: Real Estate Tax Projection
202 Broome Street Condominium
Block 346, Lot 150, Manhattan

Ladies and Gentlemen:

You have requested that we project the real estate tax liability for a new mixed-use condominium building to be completed 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 projected construction schedule and the anticipated commencement of 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.

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

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 published tentative assessments for each tax lot on January 15. Tentative assessments are subject to change by DOF for limited periods and become final on or about 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.

Each condominium unit is a separate tax lot and has its own assessed value and tax liability.

In valuing a mixed-use condominium building, DOF first estimates 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.

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 recently constructed 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.

In valuing for-sale residential condominium units, DOF estimates the gross income 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 amenity or rentable non-residential 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 from one building to the next if compared based on sellable or rentable square footage.

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. DOF's estimates of operating expenses and capitalization rates tend to further increase this disparity.

In a few cases, DOF has apparently estimated incomes that approach or exceed market rent levels with the result that the assessed values and taxes per square foot are much greater than those of similar buildings. In the event DOF adopts a market rent for the Building, the resultant assessed values will be significantly greater than as projected herein.

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.

DOF also uses the income approach in estimating the Full Value of the non-residential units in a mixed-use condominium building. In developing its estimates of gross income and operating expenses for units that are leased, DOF may use information required to be reported by the owner annually by June 1.

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.

Generally, assessments change every year. Both increases and decreases occur but over the long term, values have increased steadily with very large percentage increases occurring for some buildings in some years. As future growth rates are unknown, we have assumed no change in the Full Value estimate over the period of the projection.

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 of various residential units 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%.

In order to qualify, the condominium's board of managers must file an initial or renewal application with DOF by February 15 prior to the beginning of the fiscal year. Buildings with building-wide exemptions, such as that provided by Real Property Tax Law § 421-a, are not eligible. The unit 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 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.

If the abatement legislation is renewed, the eligibility of the individual units would be determined based on the requirements of the law, as set forth above, or as modified on renewal, and facts specific to each unit and tax year.

For the residential units we have provided projections with and without the abatement starting with the 2021/22 New York City fiscal year. The projections with the abatement assume the units are separately assessed prior to the January 5 taxable status date preceding the beginning of the fiscal year, the abatement legislation is renewed without material changes and all residential units qualify for the abatement.

The Building is located within the Lower East Side Business Improvement District ("BID"). Our projections of real estate taxes do not include charges assessed by the BID, which charges shall be paid in accordance with the terms of the Offering Plan.

The property was assessed as vacant land until the 2019/20 fiscal year when a value for a partially completed building was added to the tentative assessment roll. A subsequent revision removed the 2019/20 building value pursuant New York City Administrative Code § 11-209. The partially completed building was again assessed for the 2020/21 tax year. The assessed values for the most recent three fiscal years are as follows:

Fiscal Year	Actual	Transition
2018/19	$ 7,355,282	$ 4,375,670
2019/20	$ 7,355,282	$ 5,822,629
2020/21	$ 19,585,607	$ 19,499,914

Our projections of the assessments and tax liabilities for the anticipated 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 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. The per square foot values are rounded and therefore computations may not tie exactly to the whole dollar amounts.

Approximate Start of Construction	11/1/2018
Start of Condominium Operation	7/1/2021
Most Recent City Fiscal Year Assessments	2020/21

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Residential Units			Per sq. ft.
Estimated gross floor area	132,060	sq. ft.	
Projected City Full Value as if Complete	$39,618,065		$300
Level of Assessment	45%		
Actual Assessed Value as if Complete	$17,828,129		$135
City Fiscal Year 2021/22			
Estimated % Complete as of Jan. 5, 2021	89%		
Projected Actual Assessed Value	$15,867,035		$120
Transition Assessed Value	$15,852,353		
Taxable Assessed Value	$15,852,353		
Projected Tax Rate	12.267%		
Projected Annual Tax without Abatement	$1,944,608		$14.73
Projected Tax per Month	$162,051		$1.23
Projected Abatement if All Units Qualify	$340,306		
Projected Annual Tax with Abatement	$1,604,302		$12.15
Monthly Tax with Abatement	$133,692		
City Fiscal Year 2022/23			
Estimated % Complete as of Jan. 5,2022	100%		
Projected Actual Assessed Value	$17,828,129		$135
Transition Assessed Value	$17,828,129		
Taxable Assessed Value	$17,828,129		
Projected Tax Rate	12.267%		
Projected Annual Tax without Abatement	$2,186,977		$16.56
Projected Tax per Month	$182,248		$1.38

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Projected Abatement if All Units Qualify	$382,721		
Projected Annual Tax with Abatement	$1,804,256		$13.66
Monthly Tax with Abatement	$150,355		
First Year of Condominium Operation	7/1/2021	to	6/30/2022
Projected Annual Tax without Abatement			$1,944,608
Projected Annual Tax with Abatement			$1,604,302
Second Year of Condominium Operation	7/1/2022	to	6/30/2023
Projected Annual Tax without Abatement			$2,186,977
Projected Annual Tax with Abatement			$1,804,256
Office Unit			Per sq. ft.
Estimated gross floor area	137,139	sq. ft.	
Projected City Full Value as if Complete	$45,667,197		$333
Level of Assessment	45%		
Actual Assessed Value as if Complete	$20,550,239		$150
City Fiscal Year 2021/22			
Estimated % Complete as of Jan. 5, 2021	89%		
Projected Actual Assessed Value	$18,289,712		$133
Transition Assessed Value	$18,270,028		
Taxable Assessed Value	$18,270,028		
Projected Tax Rate	12.267%		
Projected Annual Tax	$2,241,184		$16.34
Projected Tax per Month	$186,765		$1.36

City Fiscal Year 2022/23			
Estimated % Complete as of Jan. 5,2022	100%		
Projected Actual Assessed Value	$20,550,239		$150
Transition Assessed Value	$20,550,239		
Taxable Assessed Value	$20,550,239		
Projected Tax Rate	10.694%		
Projected Annual Tax	$2,197,643		$16.02
Projected Tax per Month	$183,137		$1.34
City Fiscal Year 2023/24			
Estimated % Complete as of Jan. 5,2023	100%		
Projected Actual Assessed Value	$20,550,239		$150
Transition Assessed Value	$20,550,239		
Taxable Assessed Value	$20,550,239		
Projected Tax Rate	10.694%		
Projected Annual Tax	$2,197,643		$16.02
Projected Tax per Month	$183,137		$1.34
First Year of Condominium Operation	7/1/2021	to	6/30/2022
Projected Annual Tax			$2,241,184
Second Year of Condominium Operation	7/1/2022	to	6/30/2023
Projected Annual Tax			$2,197,643

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			Per sq. ft.
Retail Ground Unit			
Estimated gross floor area	15,350	sq. ft.	
Projected City Full Value as if Complete	$8,872,476		$578
Level of Assessment	45%		
Actual Assessed Value as if Complete	$3,992,614		$260
City Fiscal Year 2021/22			
Estimated % Complete as of Jan. 5, 2021	89%		
Projected Actual Assessed Value	$3,553,426		$231
Transition Assessed Value	$3,551,223		
Taxable Assessed Value	$3,551,223		
Projected Tax Rate	12.267%		
Projected Annual Tax	$435,629		$28.38
Projected Tax per Month	$36,302		$2.36
City Fiscal Year 2022/23			
Estimated % Complete as of Jan. 5,2022	100%		
Projected Actual Assessed Value	$3,992,614		$260
Transition Assessed Value	$3,992,614		
Taxable Assessed Value	$3,992,614		
Projected Tax Rate	10.694%		
Projected Annual Tax	$426,970		$27.82
Projected Tax per Month	$35,581		$2.32

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City Fiscal Year 2023/24				
Estimated % Complete as of Jan. 5,2023	100%			
Projected Actual Assessed Value	$3,992,614			$260
Transition Assessed Value	$3,992,614			
Taxable Assessed Value	$3,992,614			
Projected Tax Rate	10.694%			
Projected Annual Tax	$426,970			$27.82
Projected Tax per Month	$35,581			$2.32
First Year of Condominium Operation	7/1/2021	to	6/30/2022	
Projected Annual Tax			$435,629	
Second Year of Condominium Operation	7/1/2022	to	6/30/2023	
Projected Annual Tax			$426,970	
Retail MarketLine Unit				Per sq. ft.
Estimated gross floor area	36,924	sq. ft.		
Projected City Full Value as if Complete	$21,342,337			$578
Level of Assessment	45%			
Actual Assessed Value as if Complete	$9,604,052			$260
City Fiscal Year 2021/22				
Estimated % Complete as of Jan. 5, 2021	56%			
Projected Actual Assessed Value	$5,378,269			$146
Transition Assessed Value	$5,372,969			
Taxable Assessed Value	$5,372,969			

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Projected Tax Rate	12.267%		
Projected Annual Tax	$659,102		$17.85
Projected Tax per Month	$54,925		$1.49
City Fiscal Year 2022/23			
Estimated % Complete as of Jan. 5,2022	98%		
Projected Actual Assessed Value	$9,411,971		$255
Transition Assessed Value	$9,411,971		
Taxable Assessed Value	$9,411,971		
Projected Tax Rate	10.694%		
Projected Annual Tax	$1,006,516		$27.26
Projected Tax per Month	$83,876		$2.27
City Fiscal Year 2023/24			
Estimated % Complete as of Jan. 5,2023	100%		
Projected Actual Assessed Value	$9,604,052		$260
Transition Assessed Value	$9,604,052		
Taxable Assessed Value	$9,604,052		
Projected Tax Rate	10.694%		
Projected Annual Tax	$1,027,057		$27.82
Projected Tax per Month	$85,588		$2.32
First Year of Condominium Operation	7/1/2021	to	6/30/2022
Projected Annual Tax			$659,102
Second Year of Condominium Operation	7/1/2022	to	6/30/2023
Projected Annual Tax			$1,006,516

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Broome Street Garden Unit			Per sq. ft.
Estimated gross floor area	6,805	sq. ft.	
Projected City Full Value as if Complete	$2,191,359		$322
Level of Assessment	45%		
Actual Assessed Value as if Complete	$986,111		$145
City Fiscal Year 2021/22			
Estimated % Complete as of Jan. 5, 2021	89%		
Projected Actual Assessed Value	$877,639		$129
Transition Assessed Value	$876,662		
Taxable Assessed Value	$876,662		
Projected Tax Rate	12.267%		
Projected Annual Tax	$107,540		$15.80
Projected Tax per Month	$8,962		$1.32
City Fiscal Year 2022/23			
Estimated % Complete as of Jan. 5,2022	100%		
Projected Actual Assessed Value	$986,111		$145
Transition Assessed Value	$986,111		
Taxable Assessed Value	$986,111		
Projected Tax Rate	10.694%		
Projected Annual Tax	$105,455		$15.50
Projected Tax per Month	$8,788		$1.29

City Fiscal Year 2023/24			
Estimated % Complete as of Jan. 5,2023	100%		
Projected Actual Assessed Value	$986,111		$145
Transition Assessed Value	$986,111		
Taxable Assessed Value	$986,111		
Projected Tax Rate	10.694%		
Projected Annual Tax	$105,455		$15.50
Projected Tax per Month	$8,788		$1.29
First Year of Condominium Operation	7/1/2021	to	6/30/2022
Projected Annual Tax			$107,540
Second Year of Condominium Operation	7/1/2022	to	6/30/2023
Projected Annual Tax			$105,455

The foregoing analysis is based upon our experience with DOF assessment practices in respect to newly constructed properties held in the condominium form of ownership. Application of a particular approach to valuation when actually made may result in assessed valuations significantly more or less than estimated here.

These projections do not take into account potential future changes in market values, assessment practices, levels of assessment or tax rates.

Our projections are estimates based on our understanding of the current assessment practices of DOF. However, these practices have not been employed consistently by DOF, and it is therefore not possible to estimate the future assessed valuation of this property with certainty.

While we believe our projections are well founded, they are not intended, and should not be construed as representations or warranties.

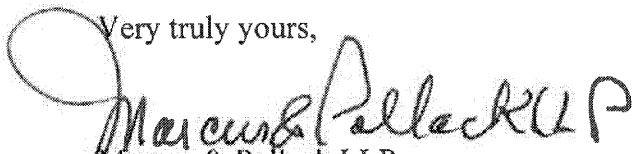
The relevant laws and practices of the DOF upon which these projections are predicated may in the future be revised in a manner adverse to the interests of the owners, or there may be an adverse interpretation of the law by one or more agencies of the City of New York, or the courts.

We have not under undertaken to advise you should we become aware of the changes in DOF's assessment practices or in the relevant laws or judicial precedents.

This letter was prepared at Sponsor's request. Certain figures set forth herein are approximations derived from material submitted by you and are subject to change. We have not passed upon the accuracy of any figures or estimates contained in the Offering Plan and offer no warranties of the amount of any tax liabilities for any period.

We consent to the inclusion of this letter in the Offering Plan.

Very truly yours,



Marcus & Pollack LLP

FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

Form **W-8BEN**

(Rev. July 2017)

Department of the Treasury
Internal Revenue Service

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:	**Instead, use Form:**
• 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

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)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

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** ►

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.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ESCROW AGREEMENT

ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of the filing date of the Offering Plan (defined below), between Site 3 DSA Owner 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 202 Broome Street Condominium and located at 202 Broome Street, New York, New York 10002 ("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, 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: Samantha Sheeber
Title: Partner

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name: Charles R. Bendit
Title: Authorized Signatory

CERTIFICATION OF SPONSOR AND PRINCIPALS

PART 20 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
One Essex Crossing
202 Broome Street
New York, New York 10002

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 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

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

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

(iii) not omit any material fact;

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

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

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

(vii) not contain any representation or statement which is false, where 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.

[Signature Page to Certification of Sponsor and Principals]

SPONSOR:

SITE 3 DSA OWNER LLC

By: _____
Name: Charles Bendit
Title: Co-CEO

PRINCIPALS OF SPONSOR:

_____
Charles Bendit

_____
Paul Pariser

_____
Ron Moelis

_____
Sanford Loewentheil

_____
Donald Capoccia

_____
Joseph Ferarra

_____
Brandon Baron

Severally sworn to before me
this 1st day of September 2020

_____
Notary Public

ALEXANDRA RIVERA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RI6355323
Qualified In Bronx County
My Commission Expires 03-06-2021

[Signature Page to Certification of Sponsor and Principals]

SPONSOR:

SITE 3 DSA OWNER LLC

By:_____
Name:
Title:

PRINCIPALS OF SPONSOR:

_____
Charles Bendit

_____
Paul Pariser

_____
Ron Moelis

_____
Sanford Loewentheil

_____
Donald Capoccia

_____
Joseph Ferarra

_____
Brandon Baron

Severally sworn to before me
this 1st day of September 2020

Notary Public

WANDA RIVERA-MANGAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01 RI4953999
Qualified in Bronx County
Commission Expires July 31, 2021

[Signature Page to Certification of Sponsor and Principals]

SPONSOR:

SITE 3 DSA OWNER LLC

By:_____
Name:
Title:

PRINCIPALS OF SPONSOR:

_____
Charles Bendit

_____
Paul Pariser

_____
Ron Moelis

_____
Sanford Loewentheil

_____
Donald Capoccia

_____
Joseph Ferarra

_____
Brandon Baron

Severally sworn to before me
this 13 day of September 2020

Notary Public

WANDA RIVERA-MANGAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01 RI4953999
Qualified in Bronx County
Commission Expires July 31, 2021

[Signature Page to Certification of Sponsor and Principals]

SPONSOR:

SITE 3 DSA OWNER LLC

By:_____
Name:
Title:

PRINCIPALS OF SPONSOR:

_____
Charles Bendit

_____
Paul Pariser

_____
Ron Moelis

_____
Sanford Loewentheil

_____
Donald Capoccia

_____
Joseph Ferarra

_____
Brandon Baron

Severally sworn to before me
this 01 day of September 2020

Notary Public

ALMA NORIEGA
Notary Public - State of New York
No. 01NO6109895
Qualified In Queens County
My Comm. Expires May 24, 2024

CERTIFICATION OF ARCHITECT

PART 20: CERTIFICATION OF ENGINEER OR ARCHITECT

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

Re: Condominium Offering Plan
202 Broome Street Condominium
202 Broome Street
New York, NY 10002

Dear Sir/Madam:

The sponsor of the condominium offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications that were prepared by CetraRuddy Architecture dated June 27th, 2019 and prepared the Report dated September 1st, 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/licensed engineer 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 20 insofar as they are applicable to this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

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

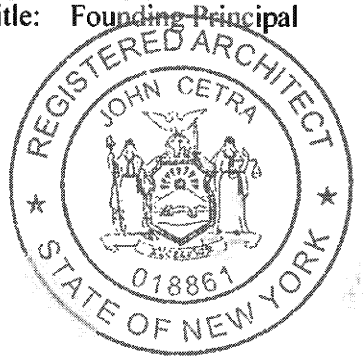
We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

CETRARUDDY ARCHITECTURE, D.P.C.

By: _____

Name: John Cetra, FAIA

Title: Founding Principal



I declare [or certify, verify, or state] 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

01 day of September 2020

(Engineer's or Architect's Seal)

CERTIFICATION OF BUDGET EXPERT

PENMARK
PROPERTY ADVISORS, LLC

PART 20: CERTIFICATION BY EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

September 29, 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
One Essex Crossing Condominium
202 Broome Street
New York, New York 10002 ("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B (together with the notes thereto, the "Schedule") containing projections of income and expenses for the first year of condominium operation. Penmark Property Advisors, LLC is licensed as a real estate broker in the State of New York. The undersigned Manager of the company has been engaged in the management of Residential real estate for over 40 years and has managed over 200 cooperative and condominium buildings during that period and is still active in management.

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

PENMARK
PROPERTY ADVISORS, LLC

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

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

PENMARK PROPERTY ADVISORS, LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

Sworn to before me this
29 day of September, 2020

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6002248
Qualified in Suffolk County
Commission Expires Feb. 02, 2022

CERTIFICATION OF BUDGET EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES
PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS

PENMARK
PROPERTY ADVISORS, LLC

PART 20: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF
COMMON CHARGES PAYABLE BY THE NON-RESIDENTIAL UNITS OWNER(S)

September 29, 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
One Essex Crossing Condominium
202 Broome Street
New York, New York 10002 ("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B which includes projections of common charges payable by the owners of the non-residential unit owners. Penmark Property Advisors, LLC is licensed as a real estate broker in the State of New York. The undersigned Manager of the company has been engaged in the management of Residential real estate for over 40 years and has managed over 200 cooperative and condominium buildings during that period and is still active in management.

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

We have reviewed Schedule B as it impacts upon the non-residential units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing mixed use buildings.

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

We certify that the estimates in Schedule B for the common charges payable by the owners of the non-residential units:

(i) sets forth in detail the projected common charges for the non-residential units for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the non-residential units;

PENMARK
PROPERTY ADVISORS, LLC

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the non-residential units 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.

PENMARK PROPERTY ADVISORS, LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

Sworn to before me this
29 day of October, 2020

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6002248
Qualified in Suffolk County
Commission Expires Feb. 02, 2022

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).

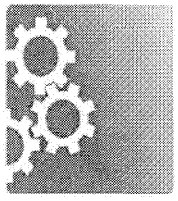
EDITOR'S NOTES:

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.

RESERVE FUND STUDY



STRATEGIC INSPECTIONS

RESERVE FUND STUDY

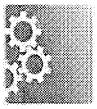
Essex Crossing III Condominium
202 Broome Street
New York, New York 10002

Prepared by:
Strategic Inspections
45 West 34th Street, Suite 1001
New York, New York 10001

June 7, 2019

888-459-9555

Strategic Inspections
45 West 34th Street, Suite 1001 • New York, NY 10001
888-459-9555• Fax: 888-409-7444



STRATEGIC INSPECTIONS

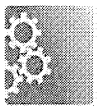
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STRATEGIC INSPECTIONS

1.0 EXECUTIVE SUMMARY

Strategic Inspections, LLC (SI) performed a reserve study for the Essex Crossing III Condominium (hereinafter "property") located at 202 Broome Street New York, New York 10002. The property has 83 units and multiple model types. The reserve study is for the fiscal year starting January 31, 2021 and ending January 30, 2022.

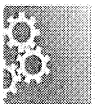
The planned property will be a fifteen (15) story structure plus cellar and bulkhead levels. The planned property will consist of a total of eighty-three (83) residential units and three (3) commercial "units" (office unit, Marketline unit, and Broome Street Gardens unit). The residential units will utilize the 6th through 13th floors. The Marketline Unit will be comprised of dozens of retail tenant spaces occupying portions of the sub cellar, cellar, and ground floor. The office unit will occupy the majority of the 2nd floor and all of 3rd through 5th floors. The Broome Street Gardens unit will occupy a portion of the second floor.

The scope of this report is limited to assessing the common elements for the residential condominium, and a reserve schedule has been created for those general common items which are exclusive to the residential occupancy. This report does not include costs for reserve items exclusive to the individual condominium units or commercial units. However, because there are items within the building that are shared among all occupancies, an additional reserve schedule has been created for those general common items shared between the residential and various commercial occupancies. It should be noted that according to SI's review of provided documents, all items within this second schedule are shared amongst all occupancies. No other splits, as they relate to the residential occupancy, appear warranted for this reserve study. Based on documentation received, construction of the building will be completed by the end of 2020.

Building amenities will include intercom, security, and alarm systems, mailboxes, three passenger elevators, bicycle storage, storage units, a fitness center, a children's playroom, lounges on the ground floor and 6th floor amenity, and a large common outdoor terrace. There will also be a common laundry room located in the cellar.

There are currently no ASTM, Fannie Mae, or FHA reserve study standards. The closest standards to review are: ASTM E 2018-15 property condition assessment (PCA), and property condition report (PCR) standards, or Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator. Additionally, currently there are two national organizations with a set of reserve study guidelines, the Association of Professional Reserve Analysts (APRA) and the Community Association Institute (CAI). All of these sources, along with the experience and knowledge of industry experts and professional engineers, were used to create SI's guidelines for reserve studies.

SI guidelines require that a Reserve Study include a component inventory, a condition assessment, life valuation estimates, fund status, and a funding plan. The guideline also requires that a reserve study include recommended reserve contributions for a minimum of thirty years, projected expenses for a minimum of thirty years, and projected ending reserve fund expenses for a minimum of thirty years.



This report will project the capital repair and replacement reserve for thirty years, as required by SI guidelines. As such, some items with an estimated useful life greater than thirty years are not included in this report at this time. Updating of the reserve study should be performed every two years to ensure proper funding is provided as the longer life items move within the 30-year evaluation period as the property ages.

The annual contribution for the initial year of this reserve study for the Residential Only items is $39,477, or $3,290 on a monthly basis, with an annual increase of 10.0% per year over the 30-year term. This equates to an average of $476 per residential unit. The annual contribution for the initial year of this reserve study for the items shared between the residential units and commercial units is $45,643, or $3,804 on a monthly basis, with an annual increase of 10.0% per year over the 30-year term.

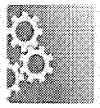
As of January 31, 2021, the estimated current replacement cost of the Residential Only reserve items is $2,006,203, and with an annual compounded inflation rate of 2.33% the future replacement cost is $3,254,386. The estimated current replacement cost of the reserve items shared between the residential units and commercial units is $2,838,279, and with an annual compounded inflation rate of 2.33% the future replacement cost is $4,806,782.

The operating budget should include a line item to cover the 1st year's recommended Residential Only reserve amount of $39,477 or $40 per unit, per month and the appropriate percentage of the Shared reserve amount of $45,643. It should be noted that an exact percentage breakdown of the shared items has not been provided at this time.

A Community Association typically has two major budgetary requirements: the general operating reserve and the capital repair and replacement reserve. The scope of this report is limited to the capital repair and replacement reserve criteria. It is assumed that the general operating reserve is accounted for in the general maintenance budget. This report will project the capital repair and replacement reserve for thirty years. It should be noted that the projection for the first ten years is the most reliable and it is recommended that this study be updated every two years.

The calculations, projections and reports in this reserve study were generated using the Property Reserve Analysis System (hereinafter "PRA"). PRA has received a Quality Assurance Evaluation from a Certified Public Accounting firm verifying the system for accuracy and compliance with the AICPA's Audit and Accounting Guide for Common Interest Realty Associations, cash flow projections, and tax calculations consistent with IRS guidelines for 1120c and 1120h corporations. PRA provides for complete, flexible reserve study assumptions while allowing for either current cost or future cost projections in calculating interest and projecting cash flows on a monthly and annual basis.

This report is intended to be used as a tool to determine reserve fund allocation requirements for the community, to manage future Association obligations, and to inform the community of future financial needs. The reserve plan, based on all the assumptions, assures that funds for major repairs and replacements will be available when needed. It



also provides an equitable method for charging current owners, rather than future owners, the cost of current use.

2.0 PURPOSE AND SCOPE

The purpose of this reserve study is to produce a reserve funding plan that will project future contributions and expenditures to assure that reserve funds are available as needed. A reserve study helps Community Associations anticipate large expenditures over an extended period of time. By using this structured process and analysis, the Association is able to meet financial requirements without increasing service fees above permitted maximums, borrowing funds, and/or levying special financial assessments to the property owners.

The scope of this report is limited to the following:

- Developing component inventories based upon the site inspection only
- Developing life and valuation estimates
- Providing a current funding status evaluation
- Providing a model for a funding plan

This report forecasts Community obligations for thirty (30) years into the future. Due to this forecast, it should be noted that events might occur that affect the cost and useful life assumptions used in this study. Specifically, inevitable market fluctuations and unexpected wear on materials can occur. Therefore, this study should be updated every two years in order to accurately reflect the needs and obligations of the community.

No items that have an estimated useful life of less than two years or a total cost less than $1,000.00 have been reserved.

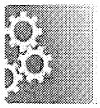
3.0 DEFINITIONS AND METHODS

Relevant definitions include:

Reserve Study - The art and science of anticipating and preparing for major common area repair and replacement expenses. It is a budgetary planning tool that identifies the current status of the reserve fund and recommends a stable, equitable funding plan to offset the major anticipated common area expenditures.

Repair/Replacement Reserves - Non-annual maintenance items that will require significant expenditure over the life of the building. Included are items that will reach the end of their estimated useful life during the course of this forecast, or, in the opinion of the investigator, will require attention during that time.

Remaining Life - The expected useful life of a system or component as per Fannie Mae guidance or industry experience.



Funding Plan - An association's plan to provide income to a reserve fund to offset anticipated expenditures from that fund.

Life and Valuation Estimates - The task of estimating Useful Life, Remaining Useful Life, and Repair or Replacement Costs for the Reserve components.

The cash flow method was utilized in preparing the reserve plan with the intention that reserve funds would be available as needed. The following describes how the cash flow was produced:

- Reserve Fund Balance – projected from the date of the reserve study to the beginning of the fiscal year above;
- Reserve Item Data - for each reserve item the following was determined: description, category, basis cost, cost, quantity, estimated useful life and estimated remaining life;
- Expenditures - the reserve item data above was used to project when the initial and recurring expenditures will be incurred over the next 30 years (the projection excludes taxes on interest earned);
- Interest – calculated on the available funds;
- Contribution – determined based on the following: annual contribution increases, interest earned with related taxes and inflation on reserve items.

4.0 PROVIDED INFORMATION AND DOCUMENTS

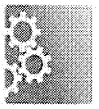
This study has been performed according to the scope as generally defined and agreed upon by Strategic Inspections, LLC and the Essex Crossing III Condominium Development.

The following documents were made available and were reviewed during the course of our study:

- Condominium Offering Plan, 202 Broome Street Condominium, prepared by Cetraruddy Architecture DPC, dated March 12, 2019 - with revision notes dated March 13, 2019
- Description of the Property and Specifications or Building Condition - 202 Broome Street, New York, NY, prepared by Cetraruddy Architecture DPC, with revision notes dated April 11, 2019
- Issued for Construction-GMP construction drawings prepared by Cetraruddy Architecture DPC, generally dated July 20, 2018

5.0 BUILDING EVALUATION

A complete review and analysis of all available construction drawings for the subject property was performed. The following was observed and noted during this review. A site



inspection was not performed on this site. However, it is recommended that an inspection be performed prior to completing an update on this report.

Structure

The description of the structural and foundation systems is based on the review and analysis of the construction drawings and our experience with similar buildings.

The structure will be supported by isolated footings and a matt foundation. The building structure will be comprised of a reinforced cast-in-place concrete flat plate construction. The floor slabs will be supported on columns and shear walls. Shear Walls will be primarily located around elevators and stair cores. The building's foundation and structural systems will be typical for similar buildings in this area.

Since this will be a new development, it is assumed that there are no issues of concern regarding capital expenditures for the structural or foundation systems for the building. The structural and foundation systems of the building will be new construction and therefore assumed to be in good condition.

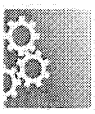
Exterior and Roof

For the purpose of this study, the building exterior and roof system are considered new and in excellent working condition.

The exterior walls will be part of a unitized curtain wall system, with custom thermally broken thin brick veneer, aluminum and terra cotta profiles integrated to meet the project performance criteria. Roof top equipment enclosures, and 14th floor penthouse roof access, will be enclosed by metal panel rain screen systems. Bulkhead exterior finishes will be a continuation of the concrete/insulated metal rainscreen panel clad walls below.

The curtain wall system will include in-swing casement-type operable windows. Terraces will have similar glass doors. It is assumed that the various entrances to the building at ground level will have storefront style entrance doors with metal framing and glass panels. The exterior of the building will be new and in good/excellent condition. Replacements for ground floor entrance doors have been included. Windows and terrace doors are integral to the curtain wall system and costs for their replacement have been incorporated into the overall exterior maintenance costs. We have included an allowance for periodic caulking, sealing, and repairs to the exterior of the building. In addition, Local Law 11 requires facade inspections on five-year intervals on all buildings with more than six stories. We have included cost to perform periodic facade repairs during the reserve period.

The roofing and waterproofing systems will consist of a cold fluid applied, fully reinforced waterproofing membrane and flashing system. The roofing system will provide a monolithic membrane installed over the prepared substrates. The majority of roof surfaces will incorporate concrete pavers on pedestals for both common and private terraces. There will also be a number of roofing areas covered with landscaping (green roof) and/or synthetic turf. Railings will be metal cap in rail shoe with metal posts with integrated wire mesh guardrail. It was reported that the roof surface will have a 25-year warranty. Based on



expected useful life, replacement of the roof surface is anticipated during the reserve period. Replacements have also been included for concrete pavers, green roof, and railings.

Mechanical, Electrical and Plumbing

For the purpose of this study, all mechanical, electrical and plumbing are considered new and in excellent working condition.

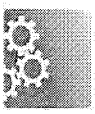
Hot water for both domestic use and building heating is produced using three (3) 3,500 MBH boilers located in a mechanical room on the 14th floor of the building. Hot water is piped over to the condenser water system, within the rooftop mechanical room, and injected to provide heat to the heat pump loop. The building employs a heat pump system to maintain comfortable indoor conditions under anticipated weather conditions. The system consists of a two-cell cooling tower associated primary and secondary pumps, plate and frame heat exchangers, energy recovery units, water cooled VRV condensing units, and water source heat pumps. Each cell of the cooling tower is rated at 500-tons for an overall capacity of 1,000-tons. Each plate and frame heat exchanger has a capacity of 2,400 gpm. Air cooled energy recovery units have capacities around 400 MBH, and water-cooled units have capacities ranging from 320,000 to 460,000 MBH. VRV condensing units provide conditioned air to most of the 6th floor amenity water source heat pumps, and range in size from 12 to 16 tons. Water source heat pumps serving common areas range from 3/4 to 4 tons.

Secondary cooling is provided by a pair of variable refrigerant flow (VRV) condensing units

All heating and cooling equipment will be new and assumed to be in good/excellent condition. The cooling tower has an estimated useful life (EUL) of 25 years. The pumps and VRV condensing units have EULs of 15 years. The fan coils and water source heat pumps have EULs of 20 years. The boilers have an EUL of 40 years, and the heat exchangers have a EUL of 26, therefore routine maintenance is anticipated during the reserve period. Based on expected useful life, replacement of the cooling towers, pumps, fan coils, heat pumps and condensing units is anticipated during the reserve period. Residential fan coil units and heat pump units will be owned and maintained by the individual condominium owner. Therefore, no costs are anticipated for these units.

Building ventilation will be provided via a series of inline and rooftop exhaust fans ranging in size. The fans will be new and assumed to be in good/excellent condition with an EUL of 20 years. Based on expected useful life, replacement of the fans is anticipated during the reserve period.

Domestic water to the building will be provided through three zones, the retail zone (Floors Subcellar -1), low zone (Floors 2-5), and high zone (Floors 6-15). Domestic water will be provided to the building from the municipal supply system, where it will be stored in a 10,000-gallon reservoir located in the cellar. A dedicated quadplex water booster pump will provide residents in the building with water from the reservoir. The pumps will be new and assumed to be in good/excellent condition with a useful life of 15 to 20 years. Based on expected useful life, replacement of the pumps is anticipated during the reserve period.



As previously noted, domestic hot water for the residential section of the building, high zone, will be provided by PVI hot water heat exchangers using water from the boilers noted above. The distribution system has an indeterminately long useful life; therefore, only routine maintenance is anticipated during the reserve period. Based on expected useful life, replacement of the PVI heaters is anticipated during the reserve period.

The building will have duplex sewage ejector and elevator sump pumps. The pumps will be new and assumed to be in good condition. Based on expected useful life, replacement is anticipated during the reserve period.

The electrical and gas service to the building will be provided by Consolidated Edison. The electrical and gas service will come into the building through the cellar. The building will have 3-phase, 4 wire service at 277/480 volts. The electrical and gas equipment will be new and in good to excellent condition. Based on expected useful life, replacement of the switch gear is not anticipated during the reserve period. A 1,000-Kw diesel emergency generator will provide power to one (1) receptacle in each apartment. Based on expected useful life, replacement of the generator is anticipated during the reserve period.

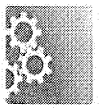
The common area lighting on the exterior and interior of the building will be new and assumed to be in good/excellent condition. Based on expected useful life, replacement of the light fixtures is anticipated during the reserve period. However, it is anticipated that individual fixture replacements will be handled as part of the routine operations budget.

Interior

Portions of the finish schedule were included within the plan documents provided by the client. However, it is common for finish choices throughout the building to change, especially in the early stages of construction. Therefore, in the interest of future planning, in lieu of specific finish identification, SI has generalized and/or assumed some finish materials based not only on common implementation, but also on the merit of their average representative costs. As such, statements such as "or similar" have been assumed.

It is assumed that the entrance lobby finishes will consist of stone tile flooring with various wall coverings and painted ceilings. The fitness center will likely have rubber tile floors, and wall coverings such as mirrors or wood veneer walls. Carpeting and painted walls and ceilings have been assumed in areas such as the children's playroom and amenity lounge and finishes in back of house (BoH) areas and tenant storage spaces will likely consist of vinyl tiles or exposed concrete flooring, and painted walls and ceilings. The common corridors above the lobby floor are anticipated to have carpet floors, and painted walls and ceilings. Based on the average expected useful lives of these finish materials, refinishing and/or replacements are anticipated during the reserve period. It is also anticipated that certain BoH areas, such as mechanical rooms, will be refinished as part of the routine operations budget for the building. Others, such as employee locker rooms and the Super's office, have been included in the reserve.

The stairs in the building will be reinforced concrete filled, steel pan structures with painted steel guard rails. The walls and ceilings in the stairways will be painted. The stairways will



be new and assumed to be in good condition. Based on the expected useful life, repainting of the stairway components, walls, and ceilings is anticipated during the reserve period.

Amenities

The building will have three traction passenger elevators for residential use only. Passenger elevators R1 and R2 will serve ground floor, and the 6th through 15th floors. Passenger elevator R3 will serve the sub cellar, cellar, ground floor, and the 6th through 15th floors. R3 will also have key access for the fire department to access to the 2nd through 5th floors. Therefore, shaftway doors for these floors have been included in the reserve. The elevator and elevator machinery will be new and assumed to be in good condition. Based on expected useful life, replacement of the elevator controller, machinery, and elevator cab is anticipated during the reserve period.

There will be a mailroom with wall-mounted recessed mailboxes located in the lobby. There will be a doorman/concierge desk and sitting area in the lobby. The lobby furnishings will be new and in good condition. Based on expected useful life, replacement of the lobby furnishings and mailboxes is anticipated during the reserve period.

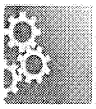
There will be amenity spaces located on the 6th floor of the building. Based on our review of the architectural drawings, the spaces will include a fitness center, children's playroom, a lounge area with small kitchen, and large terrace. Based on expected useful life, we anticipate replacement of the finishes, furnishings and equipment during the reserve period.

Additional amenity space will be provided in the cellar, including a small laundry room and storage lockers for residents. The laundry room will have two coin operated washers and dryers and it is anticipated that the equipment will be managed by a third party. Therefore, no costs for this equipment has been included. Equipment in the storage locker areas will consist of lockable chain link cages. The longevity of chain link, when not subject to the weathering conditions of the outdoors, has an indeterminately long useful life; therefore, only routine maintenance is anticipated during the reserve period.

There will be a trash compactor and bicycle storage room located on the ground floor. The trash compactor will be new and in good condition. Based on an expected useful life of 20 years, replacement of the trash compactor is anticipated during the reserve period. Only routine maintenance is anticipated for the bicycle storage room

There will be an access control alarm monitoring (ACAM) system, as well as a fire alarm system installed. Based on an expected useful life of 15 years, replacements of these systems is anticipated during the reserve period.

There will be a common residential laundry room located in the cellar of the building. The laundry room will have three pairs of commercial type, card operated clothes washers and dryers. It is assumed that the equipment will be owned and maintained by a third-party provider. Therefore, not replacement cost for the laundry equipment has been included in this study.



There will be a fire sprinkler system that covers the building. The sprinkler system will be supplied from the fire pump located in the cellar of the building. The Life Safety equipment includes plumbing, sprinkler heads, and hoses in all units and common areas and an alarm panel. The plumbing has an indeterminately long useful life and replacement is not anticipated in the next 30 years. Based on the useful life of the pumps, hoses, and alarm system, we anticipate replacement of these items during the reserve period.

6.0 ASSUMPTIONS

The study is based upon the following financial assumptions:

- Annual Contribution Increase - 10.00%
- Interest Earned - 1.00%
- Inflation on Reserve Items - 2.33%

7.0 SUMMARY OF RESULTS

The annual contribution for the initial year of this reserve study for the Residential Only items is $39,477, or $3,290 on a monthly basis, with an annual increase of 10.0% per year over the 30-year term. This equates to an average of $476 per residential unit. The annual contribution for the initial year of this reserve study for the items shared between the residential units and commercial units is $45,643, or $3,804 on a monthly basis, with an annual increase of 10.0% per year over the 30-year term.

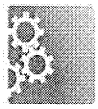
As of January 31, 2021, the estimated current replacement cost of the Residential Only reserve items is $2,006,203, and with an annual compounded inflation rate of 2.33% the future replacement cost is $3,254,386. The estimated current replacement cost of the reserve items shared between the residential units and commercial units is $2,838,279, and with an annual compounded inflation rate of 2.33% the future replacement cost is $4,806,782.

8.0 FUNDING PLAN

The operating budget should include a line item to cover the 1st year's recommended Residential Only reserve amount of $39,477 or $40 per unit, per month and the appropriate percentage of the Shared reserve amount of $45,643. It should be noted that an exact percentage breakdown of the shared items has not been provided at this time.

9.0 LIMITATIONS

The observations described in this study are valid as to the date of the investigation and have been made under the conditions noted in the report. This study is limited to the



documentation provided to us. This reserve study is a budgetary tool and no implication is made as to its uses as an engineering study.

This report does not render an opinion on un-evaluated portions of the project. We did not evaluate the following areas, and this report makes no representations or conclusions regarding:

- Unit interior finishes
- Interior unit systems and equipment
- All non-common elements

We did not include reserve funding for any items with an expected life beyond 30 years such as structural components. Some of these replacement costs are high dollar items and may need to be replaced between year 30 and year 40. Updating of the reserve study should be performed every two years to ensure proper funding is provided as the longer life items move within the 30-year evaluation period as the property ages.

We did not perform any computations or other engineering analysis as part of this evaluation, nor did we conduct a comprehensive code compliance investigation. This report should not be construed as providing any engineering or code compliance information. The appendices are an integral part of this report and must be included in any review.

In our Reserve Fund Analysis, we have provided estimated costs. These costs are based on our general knowledge of building systems as well as the contracting and construction industry. When appropriate, we have relied on standard sources, such as RSMeans Building Construction Cost Data, to develop estimates. However, for some items for which we have developed costs (e.g.: structural repairs), no standard guide for estimating such costs exists. Actual cost can vary significantly, based on availability of qualified contractors to do the work as well as other variables. We assume no liability and make no warranties, expressed or implied, as to the specific cost estimates provided.

We have performed no design work as a part of this study, nor have we obtained competitive quotations or estimates from contractors, as this is beyond the scope of this project. The actual cost to replace components and maintain items that we have identified may vary significantly from estimates and competitive quotations from contractors.

Attached please find a projected reserve fund analysis for non-annual repair/replacement items. This projection takes into consideration a reasonable return on invested money and inflation. Please review this thoroughly and advise us of any changes that may be necessary.

STRATEGIC INSPECTIONS

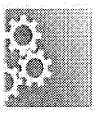
If you have any questions about this study or the reserve fund analysis, please feel free to contact us. Thank you for the opportunity to provide this service to you.

Respectfully submitted,

Christopher M. Bevis E.P.
Project Manager

Reviewed By:

David A. Pertuit, Jr., P.E.
Director of Technical Operations
Strategic Inspections, LLC.



Appendix A: RESERVE FUND ANALYSIS – Residential Only

Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Property - Definition

Property Information

Property	Essex Crossing III Condominium	Initial Date		January 1, 2020
Address	202 Broome Street	Analysis Date		January 31, 2021
City	New York	Number of Phases		1
State	New York	Number of Units		83
Zip	10002	Number of Models		1
Phone		Current Cost	$	2,006,202.58

Item Parameters

Common Area	47
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	10.00	%	Tax Rate	N/A
Adjustment Factor	-71.00	%		
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	N/A

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Financial - Analysis Summary

Global Factors		
Rate of Inflation		2.33 %
Net Rate of Investment		1.00 %
Weighted Average Life		21:05 YY:MM
Contribution Factor		10.00 %
Adjustment Factor		-71.00 %
Contingency Factor		0.00 %
Contingency Time		0:00 YY:MM
Replacement Costs		
Current Cost	$	2,006,202.58
Future Cost	$	3,254,386.25
Fund Balances		
Current Balance	$	0.00
Future Balance	$	0.00
Funds Required		
Funds Required	$	3,254,386.25
Monthly Contribution	$	3,289.75

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Essex Crossing III Condominium (Residential Common)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Summary

Category / Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Amenities								
Children's Room Furnishings	1/2031	$ 40.00	600 SF	$ 24,000	10:00	10:00	10:00	$ 30,290
Common Area Restroom	1/2036	6,000.00	5 EA	30,000	15:00	15:00	15:00	42,536
Elevator cab doors	1/2046	4,000.00	4 EA	16,000	25:00	25:00	25:00	28,631
Elevator Cabs	1/2036	11,500.00	3 EA	34,500	15:00	15:00	15:00	48,916
Elevator controller	1/2041	20,000.00	3 EA	60,000	20:00	20:00	20:00	95,573
Elevator Machinery upgrades	12/2050	175,000.00	3 LS	525,000	30:00	30:00	29:11	1,053,402
Elevator shaftway doors	1/2046	3,000.00	56 EA	168,000	25:00	25:00	25:00	300,635
Employee Lounge / Locker Room	1/2036	25,000.00	1 EA	25,000	15:00	15:00	15:00	35,446
Fitness Equipment - Cardio	1/2031	5,000.00	12 Piece	60,000	10:00	10:00	10:00	75,725
Fitness Equipment - Strength	1/2031	3,000.00	9 Piece	27,000	10:00	10:00	10:00	34,076
Lobby Furnishings	1/2033	20.00	2,420 SF	48,400	12:00	12:00	12:00	63,996
Lounge furnishings	1/2036	45.00	581 SF	26,145	15:00	15:00	15:00	37,070
Mailboxes	1/2041	75.00	83 EA	6,225	20:00	20:00	20:00	9,915
Roof Deck Furnishings	1/2031	25,000.00	1 LS	25,000	10:00	10:00	10:00	31,552
Roof Deck Landscaping - 6th Terrace	1/2031	25,000.00	1 LS	25,000	10:00	10:00	10:00	31,552
Security Camera System	1/2036	500.00	20 Camera	10,000	15:00	15:00	15:00	14,178
Super's Office / Storage	1/2031	15,000.00	1 LS	15,000	10:00	10:00	10:00	18,931
Trash Compactor	1/2041	24,000.00	1 EA	24,000	20:00	20:00	20:00	38,229
				$ 1,149,270				$ 1,990,663
Building Interior								
ACAM Intercom/Security System	1/2036	$ 30,000.00	1 EA	$ 30,000	15:00	15:00	15:00	$ 42,536
Carpet	1/2029	8.50	9,037 SF	76,814	8:00	8:00	8:00	92,537
Paint Walls and Ceiling	1/2028	1.26	44,992 SF	56,689	7:00	7:00	7:00	66,722
Rubber Tile Floor	1/2036	8.00	18,319 SF	146,552	15:00	15:00	15:00	207,792
Stone Tile Flooring	1/2046	35.00	3,710 SF	129,850	25:00	25:00	25:00	232,366
Wall Covering	1/2031	6.00	5,025 SF	30,150	10:00	10:00	10:00	38,052
				$ 470,056				$ 680,007

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Essex Crossing III Condominium (Residential Common)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Summary

Category / Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Mechanical								
Elevator Sump Pump	1/2041	$ 1,950.00	1 EA	$ 1,950	20:00	20:00	20:00	$ 3,106
ERU, 10,000 CFM	1/2041	20,483.83	2 EA	40,967	20:00	20:00	20:00	65,256
ERU, 7,500 CFM	1/2041	17,360.15	1 EA	17,360	20:00	20:00	20:00	27,652
Fans, 1-1/2 H.P.	1/2041	2,206.45	1 EA	2,206	20:00	20:00	20:00	3,514
Fans, 1/2 H.P.	1/2041	1,156.59	4 EA	4,626	20:00	20:00	20:00	7,369
Fans, 1/3 H.P.	1/2041	1,106.27	2 EA	2,212	20:00	20:00	20:00	3,524
Fans, 10 H.P.	1/2041	9,402.15	2 EA	18,804	20:00	20:00	20:00	29,953
Fans, 2 H.P.	1/2041	7,012.53	1 EA	7,012	20:00	20:00	20:00	11,170
Fans, 3/4 H.P.3	1/2041	1,606.39	3 EA	4,819	20:00	20:00	20:00	7,676
Gas Booster Pump	1/2036	2,400.00	1 EA	2,400	15:00	15:00	15:00	3,402
Hot Water Circulation Pump	1/2036	2,500.00	3 EA	7,500	15:00	15:00	15:00	10,634
PVI Water Heater	1/2036	30,000.00	2 EA	60,000	15:00	15:00	15:00	85,072
VRV Condenser - 12-Ton	1/2036	37,000.00	2 EA	74,000	15:00	15:00	15:00	104,922
VRV Condenser - 16-Ton	1/2036	42,000.00	1 EA	42,000	15:00	15:00	15:00	59,550
VRV Fan Coil - 2.5-Ton	1/2041	3,740.00	4 EA	14,960	20:00	20:00	20:00	23,829
VRV Fan Coil - 3-Ton	1/2041	3,950.00	6 EA	23,700	20:00	20:00	20:00	37,751
VRV Fan Coil - 4-Ton	1/2041	4,100.00	1 EA	4,100	20:00	20:00	20:00	6,530
VRV Fan Coil - 8-Ton	1/2041	7,090.00	1 EA	7,090	20:00	20:00	20:00	11,293
Water-Source Heat Pump - 1-Ton	1/2041	3,365.00	2 EA	6,730	20:00	20:00	20:00	10,720
Water-Source Heat Pump - 1.5-Ton	1/2041	3,506.00	2 EA	7,012	20:00	20:00	20:00	11,169
Water-Source Heat Pump - 2-Ton	1/2041	3,965.00	3 EA	11,895	20:00	20:00	20:00	18,947
Water-Source Heat Pump - 3-Ton	1/2041	4,560.00	2 EA	9,120	20:00	20:00	20:00	14,527
Water-Source Heat Pump - 4-Ton	1/2041	5,470.00	3 EA	16,410	20:00	20:00	20:00	26,139
				$ 386,876				$ 583,715
				$ 2,006,202				$ 3,254,386

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
ACAM Intercom/Security System									
		01/01/2036	$ 30,000.00	1 EA	$ 30,000	15:00	15:00	15:00	$ 42,536
					$ 30,000				$ 42,536
Carpet									
	6th Corr	01/01/2029	$ 8.50	1,860 SF	$ 15,810	8:00	8:00	8:00	$ 19,046
	7th Corr	01/01/2029	8.50	1,350 SF	11,475	8:00	8:00	8:00	13,823
	8th Corr	01/01/2029	8.50	1,350 SF	11,475	8:00	8:00	8:00	13,823
	9th Corr	01/01/2029	8.50	1,335 SF	11,347	8:00	8:00	8:00	13,670
	10th Corr	01/01/2029	8.50	892 SF	7,582	8:00	8:00	8:00	9,133
	11th Corr	01/01/2029	8.50	750 SF	6,375	8:00	8:00	8:00	7,679
	12th Corr	01/01/2029	8.50	750 SF	6,375	8:00	8:00	8:00	7,679
	13th Corr	01/01/2029	8.50	750 SF	6,375	8:00	8:00	8:00	7,679
					$ 76,814				$ 92,537
Children's Room Furnishings									
		01/01/2031	$ 40.00	600 SF	$ 24,000	10:00	10:00	10:00	$ 30,290
					$ 24,000				$ 30,290
Common Area Restroom									
	Res Lobby	01/01/2036	$ 6,000.00	1 EA	$ 6,000	15:00	15:00	15:00	$ 8,507
	Gym Studio	01/01/2036	6,000.00	2 EA	12,000	15:00	15:00	15:00	17,014
	6th Amenity	01/01/2036	6,000.00	2 EA	12,000	15:00	15:00	15:00	17,014
					$ 30,000				$ 42,536
Elevator cab doors									
	R1	01/01/2046	$ 4,000.00	1 EA	$ 4,000	25:00	25:00	25:00	$ 7,157
	R2	01/01/2046	4,000.00	1 EA	4,000	25:00	25:00	25:00	7,157
	R3	01/01/2046	4,000.00	2 EA	8,000	25:00	25:00	25:00	14,315
					$ 16,000				$ 28,631

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Elevator Cabs									
	R1	01/01/2036	$ 11,500.00	1 EA	$ 11,500	15:00	15:00	15:00	$ 16,305
	R2	01/01/2036	11,500.00	1 EA	11,500	15:00	15:00	15:00	16,305
	R3	01/01/2036	11,500.00	1 EA	11,500	15:00	15:00	15:00	16,305
					$ 34,500				$ 48,916
Elevator controller									
	R1	01/01/2041	$ 20,000.00	1 EA	$ 20,000	20:00	20:00	20:00	$ 31,857
	R2	01/01/2041	20,000.00	1 EA	20,000	20:00	20:00	20:00	31,857
	R3	01/01/2041	20,000.00	1 EA	20,000	20:00	20:00	20:00	31,857
					$ 60,000				$ 95,573
Elevator Machinery upgrades									
	R1	12/01/2050	$ 175,000.00	1 LS	$ 175,000	30:00	30:00	29:11	$ 351,134
	R2	12/01/2050	175,000.00	1 LS	175,000	30:00	30:00	29:11	351,134
	R3	12/01/2050	175,000.00	1 LS	175,000	30:00	30:00	29:11	351,134
					$ 525,000				$ 1,053,402
Elevator shaftway doors									
	R1	01/01/2046	$ 3,000.00	11 EA	$ 33,000	25:00	25:00	25:00	$ 59,053
	R2	01/01/2046	3,000.00	11 EA	33,000	25:00	25:00	25:00	59,053
	R3	01/01/2046	3,000.00	34 EA	102,000	25:00	25:00	25:00	182,528
					$ 168,000				$ 300,635
Elevator Sump Pump									
	ESP-3	01/01/2041	$ 1,950.00	1 EA	$ 1,950	20:00	20:00	20:00	$ 3,106
					$ 1,950				$ 3,106
Employee Lounge / Locker Room									
	Women's	01/01/2036	$ 25,000.00	1 EA	$ 25,000	15:00	15:00	15:00	$ 35,446
					$ 25,000				$ 35,446

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont Factor:10.00% Adjust Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
ERU, 10,000 CFM									
	ERU-R-1	01/01/2041	$ 20,483.83	1 EA	$ 20,483	20:00	20:00	20:00	$ 32,628
	ERU-R-2	01/01/2041	20,483.83	1 EA	20,483	20:00	20:00	20:00	32,628
					$ 40,967				$ 65,256
ERU, 7,500 CFM									
	ERU-10-1	01/01/2041	$ 17,360.15	1 EA	$ 17,360	20:00	20:00	20:00	$ 27,652
					$ 17,360				$ 27,652
Fans, 1-1/2 H.P.									
	SF-1-3	01/01/2041	$ 2,206.45	1 EA	$ 2,206	20:00	20:00	20:00	$ 3,514
					$ 2,206				$ 3,514
Fans, 1/2 H.P.									
	TXF-C-1	01/01/2041	$ 1,156.59	1 EA	$ 1,156	20:00	20:00	20:00	$ 1,842
	TRX-1-1	01/01/2041	1,156.59	1 EA	1,156	20:00	20:00	20:00	1,842
	DXF-10-1	01/01/2041	1,156.59	1 EA	1,156	20:00	20:00	20:00	1,842
	TRXT-R-1	01/01/2041	1,156.59	1 EA	1,156	20:00	20:00	20:00	1,842
					$ 4,626				$ 7,369
Fans, 1/3 H.P.									
	EF-1-6	01/01/2041	$ 1,106.27	1 EA	$ 1,106	20:00	20:00	20:00	$ 1,762
	TXF-6-1	01/01/2041	1,106.27	1 EA	1,106	20:00	20:00	20:00	1,762
					$ 2,212				$ 3,524
Fans, 10 H.P.									
	SPF-15-1	01/01/2041	$ 9,402.15	1 EA	$ 9,402	20:00	20:00	20:00	$ 14,976
	SPF-15-2	01/01/2041	9,402.15	1 EA	9,402	20:00	20:00	20:00	14,976
					$ 18,804				$ 29,953
Fans, 2 H.P.									
	DXF-C-1	01/01/2041	$ 7,012.53	1 EA	$ 7,012	20:00	20:00	20:00	$ 11,170
					$ 7,012				$ 11,170

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Fans, 3/4 H.P.3									
	EF-6-3	01/01/2041	$ 1,606.39	1 EA	$ 1,606	20:00	20:00	20:00	$ 2,558
	DXF-R-1	01/01/2041	1,606.39	1 EA	1,606	20:00	20:00	20:00	2,558
	DXF-R-2	01/01/2041	1,606.39	1 EA	1,606	20:00	20:00	20:00	2,558
					$ 4,819				$ 7,676
Fitness Equipment - Cardio									
		01/01/2031	$ 5,000.00	12 Piece	$ 60,000	10:00	10:00	10:00	$ 75,725
					$ 60,000				$ 75,725
Fitness Equipment - Strength									
		01/01/2031	$ 3,000.00	9 Piece	$ 27,000	10:00	10:00	10:00	$ 34,076
					$ 27,000				$ 34,076
Gas Booster Pump									
		01/01/2036	$ 2,400.00	1 EA	$ 2,400	15:00	15:00	15:00	$ 3,402
					$ 2,400				$ 3,402
Hot Water Circulation Pump									
	CP-1	01/01/2036	$ 2,500.00	1 EA	$ 2,500	15:00	15:00	15:00	$ 3,544
	CP-2	01/01/2036	2,500.00	1 EA	2,500	15:00	15:00	15:00	3,544
	CP-4	01/01/2036	2,500.00	1 EA	2,500	15:00	15:00	15:00	3,544
					$ 7,500				$ 10,634
Lobby Furnishings									
		01/01/2033	$ 20.00	2,420 SF	$ 48,400	12:00	12:00	12:00	$ 63,996
					$ 48,400				$ 63,996
Lounge furnishings									
		01/01/2036	$ 45.00	581 SF	$ 26,145	15:00	15:00	15:00	$ 37,070
					$ 26,145				$ 37,070

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Mailboxes									
		01/01/2041	$ 75.00	83 EA	$ 6,225	20:00	20:00	20:00	$ 9,915
					$ 6,225				$ 9,915
Paint Walls and Ceiling									
	6th Corr	01/01/2028	$ 1.26	8,294 SF	$ 10,450	7:00	7:00	7:00	$ 12,299
	7th Corr	01/01/2028	1.26	5,326 SF	6,710	7:00	7:00	7:00	7,898
	8th Corr	01/01/2028	1.26	5,326 SF	6,710	7:00	7:00	7:00	7,898
	9th Corr	01/01/2028	1.26	5,235 SF	6,596	7:00	7:00	7:00	7,763
	10th Corr	01/01/2028	1.26	3,172 SF	3,996	7:00	7:00	7:00	4,704
	11th Corr	01/01/2028	1.26	3,050 SF	3,843	7:00	7:00	7:00	4,523
	12th Corr	01/01/2028	1.26	3,050 SF	3,843	7:00	7:00	7:00	4,523
	13th Corr	01/01/2028	1.26	3,050 SF	3,843	7:00	7:00	7:00	4,523
	Res Lob/Lnge	01/01/2028	1.26	3,252 SF	4,097	7:00	7:00	7:00	4,822
	Gym Studio	01/01/2028	1.26	543 SF	684	7:00	7:00	7:00	805
	Fitness Center	01/01/2028	1.26	1,776 SF	2,237	7:00	7:00	7:00	2,633
	Amen Lounge	01/01/2028	1.26	2,219 SF	2,795	7:00	7:00	7:00	3,290
	Children's Play	01/01/2028	1.26	599 SF	754	7:00	7:00	7:00	888
	Amen Kitchen	01/01/2028	1.26	100 SF	126	7:00	7:00	7:00	148
					$ 56,689				$ 66,722
PVI Water Heater									
	DHW-1,2	01/01/2036	$ 30,000.00	2 EA	$ 60,000	15:00	15:00	15:00	$ 85,072
					$ 60,000				$ 85,072
Roof Deck Furnishings									
		01/01/2031	$ 25,000.00	1 LS	$ 25,000	10:00	10:00	10:00	$ 31,552
					$ 25,000				$ 31,552
Roof Deck Landscaping - 6th Terrace									
		01/01/2031	$ 25,000.00	1 LS	$ 25,000	10:00	10:00	10:00	$ 31,552

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0.00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Rubber Tile Floor									
					$ 25,000				$ 31,552
	Gym Studio	01/01/2036	$ 8.00	543 SF	$ 4,344	15:00	15:00	15:00	$ 6,159
	Fitness Center	01/01/2036	8.00	17,776 SF	142,208	15:00	15:00	15:00	201,633
					$ 146,552				$ 207,792
Security Camera System									
		01/01/2036	$ 500.00	20 Camera	$ 10,000	15:00	15:00	15:00	$ 14,178
					$ 10,000				$ 14,178
Stone Tile Flooring									
	Res Lobby	01/01/2046	$ 35.00	2,419 SF	$ 84,665	25:00	25:00	25:00	$ 151,507
	Res Lounge	01/01/2046	35.00	581 SF	20,335	25:00	25:00	25:00	36,389
	Mail/Package	01/01/2046	35.00	710 SF	24,850	25:00	25:00	25:00	44,469
					$ 129,850				$ 232,366
Super's Office / Storage									
		01/01/2031	$ 15,000.00	1 LS	$ 15,000	10:00	10:00	10:00	$ 18,931
					$ 15,000				$ 18,931
Trash Compactor									
		01/01/2041	$ 24,000.00	1 EA	$ 24,000	20:00	20:00	20:00	$ 38,229
					$ 24,000				$ 38,229
VRV Condenser - 12-Ton									
	ODU-10-2	01/01/2036	$ 37,000.00	1 EA	$ 37,000	15:00	15:00	15:00	$ 52,461
	ODU-10-3	01/01/2036	37,000.00	1 EA	37,000	15:00	15:00	15:00	52,461
					$ 74,000				$ 104,922
VRV Condenser - 16-Ton									
	ODU-10-1	01/01/2036	$ 42,000.00	1 EA	$ 42,000	15:00	15:00	15:00	$ 59,550
					$ 42,000				$ 59,550

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
VRV Fan Coil - 2.5-Ton									
	FCU-65	01/01/2041	$ 3,740.00	1 EA	$ 3,740	20:00	20:00	20:00	$ 5,957
	FCU-6-6	01/01/2041	3,740.00	1 EA	3,740	20:00	20:00	20:00	5,957
	FCU-6-7	01/01/2041	3,740.00	1 EA	3,740	20:00	20:00	20:00	5,957
	FCU-6-8	01/01/2041	3,740.00	1 EA	3,740	20:00	20:00	20:00	5,957
					$ 14,960				$ 23,829
VRV Fan Coil - 3-Ton									
	FCU-6-1	01/01/2041	$ 3,950.00	1 EA	$ 3,950	20:00	20:00	20:00	$ 6,291
	FCU-6-2	01/01/2041	3,950.00	1 EA	3,950	20:00	20:00	20:00	6,291
	FCU-6-3	01/01/2041	3,950.00	1 EA	3,950	20:00	20:00	20:00	6,291
	FCU-6-4	01/01/2041	3,950.00	1 EA	3,950	20:00	20:00	20:00	6,291
	FCU-6-9	01/01/2041	3,950.00	1 EA	3,950	20:00	20:00	20:00	6,291
	FCU-6-10	01/01/2041	3,950.00	1 EA	3,950	20:00	20:00	20:00	6,291
					$ 23,700				$ 37,751
VRV Fan Coil - 4-Ton									
	FCU-6-12	01/01/2041	$ 4,100.00	1 EA	$ 4,100	20:00	20:00	20:00	$ 6,530
					$ 4,100				$ 6,530
VRV Fan Coil - 8-Ton									
	FCU-6-11	01/01/2041	$ 7,090.00	1 EA	$ 7,090	20:00	20:00	20:00	$ 11,293
					$ 7,090				$ 11,293
Wall Covering									
	Res Lob/Inge	01/01/2031	$ 6.00	2,500 SF	$ 15,000	10:00	10:00	10:00	$ 18,931
	Gym Studio	01/01/2031	6.00	650 SF	3,900	10:00	10:00	10:00	4,922
	Fitness Center	01/01/2031	6.00	300 SF	1,800	10:00	10:00	10:00	2,271
	Amen Lounge	01/01/2031	6.00	470 SF	2,820	10:00	10:00	10:00	3,559
	Children's Play	01/01/2031	6.00	825 SF	4,950	10:00	10:00	10:00	6,247
	Amen Kitchen	01/01/2031	6.00	280 SF	1,680	10:00	10:00	10:00	2,120

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Water-Source Heat Pump - 1-Ton									
					$ 30,150				$ 38,052
	WSHP-C-8	01/01/2041	$ 3,365.00	1 EA	$ 3,365	20:00	20:00	20:00	$ 5,360
	WSHP-C-11	01/01/2041	3,365.00	1 EA	3,365	20:00	20:00	20:00	5,360
					$ 6,730				$ 10,720
Water-Source Heat Pump - 1.5-Ton									
	WSHP-14-1	01/01/2041	$ 3,506.00	1 EA	$ 3,506	20:00	20:00	20:00	$ 5,584
	WSHP-14-2	01/01/2041	3,506.00	1 EA	3,506	20:00	20:00	20:00	5,584
					$ 7,012				$ 11,169
Water-Source Heat Pump - 2-Ton									
	WSHP-C-10	01/01/2041	$ 3,965.00	1 EA	$ 3,965	20:00	20:00	20:00	$ 6,315
	WSHP-1-4	01/01/2041	3,965.00	1 EA	3,965	20:00	20:00	20:00	6,315
	WSHP-R-1	01/01/2041	3,965.00	1 EA	3,965	20:00	20:00	20:00	6,315
					$ 11,895				$ 18,947
Water-Source Heat Pump - 3-Ton									
	WSHP-C-6	01/01/2041	$ 4,560.00	1 EA	$ 4,560	20:00	20:00	20:00	$ 7,263
	WSHP-15-1	01/01/2041	4,560.00	1 EA	4,560	20:00	20:00	20:00	7,263
					$ 9,120				$ 14,527
Water-Source Heat Pump - 4-Ton									
	WSHP-1-10	01/01/2041	$ 5,470.00	1 EA	$ 5,470	20:00	20:00	20:00	$ 8,713
	WSHP-1-11	01/01/2041	5,470.00	1 EA	5,470	20:00	20:00	20:00	8,713
	WSHP-1-12	01/01/2041	5,470.00	1 EA	5,470	20:00	20:00	20:00	8,713
					$ 16,410				$ 26,139
					$ 2,006,202				$ 3,254,386

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
ACAM Intercom/Security System										
Carpet									92,537	
Children's Room Furnishings										
Common Area Restroom										
Elevator cab doors										
Elevator Cabs										
Elevator controller										
Elevator Machinery upgrades										
Elevator shaftway doors										
Elevator Sump Pump										
Employee Lounge / Locker Room										
ERU, 10,000 CFM										
ERU, 7,500 CFM										
Fans, 1-1/2 H.P.										
Fans, 1/2 H.P.										
Fans, 1/3 H.P.										
Fans, 10 H.P.										
Fans, 2 H.P.										
Fans, 3/4 H.P.3										
Fitness Equipment - Cardio										
Fitness Equipment - Strength										
Gas Booster Pump										
Hot Water Circulation Pump										
Lobby Furnishings										
Lounge furnishings										
Mailboxes										
Paint Walls and Ceiling								66,722		
PVI Water Heater										
Roof Deck Furnishings										

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Roof Deck Landscaping - 6th Terrace										
Rubber Tile Floor										
Security Camera System										
Stone Tile Flooring										
Super's Office / Storage										
Trash Compactor										
VRV Condenser - 12-Ton										
VRV Condenser - 16-Ton										
VRV Fan Coil - 2.5-Ton										
VRV Fan Coil - 3-Ton										
VRV Fan Coil - 4-Ton										
VRV Fan Coil - 8-Ton										
Wall Covering										
Water-Source Heat Pump - 1-Ton										
Water-Source Heat Pump - 1.5-Ton										
Water-Source Heat Pump - 2-Ton										
Water-Source Heat Pump - 3-Ton										
Water-Source Heat Pump - 4-Ton										
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 66,722	$ 92,537	$ 0

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
ACAM Intercom/Security System						$ 42,536				
Carpet							111,478			
Children's Room Furnishings	30,290									
Common Area Restroom						42,536				
Elevator cab doors										
Elevator Cabs						48,916				
Elevator controller										
Elevator Machinery upgrades										
Elevator shaftway doors										
Elevator Sump Pump										
Employee Lounge / Locker Room						35,446				
ERU, 10,000 CFM										
ERU, 7,500 CFM										
Fans, 1-1/2 H.P.										
Fans, 1/2 H.P.										
Fans, 1/3 H.P.										
Fans, 10 H.P.										
Fans, 2 H.P.										
Fans, 3/4 H.P.3										
Fitness Equipment - Cardio	75,725									
Fitness Equipment - Strength	34,076									
Gas Booster Pump						3,402				
Hot Water Circulation Pump						10,634				
Lobby Furnishings			63,996							
Lounge furnishings						37,070				
Mailboxes										
Paint Walls and Ceiling					78,529					
PVI Water Heater						85,072				
Roof Deck Furnishings	31,552									

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Roof Deck Landscaping - 6th Terrace	31,552									
Rubber Tile Floor						207,792				
Security Camera System						14,178				
Stone Tile Flooring										
Super's Office / Storage	18,931									
Trash Compactor										
VRV Condenser - 12-Ton						104,922				
VRV Condenser - 16-Ton						59,550				
VRV Fan Coil - 2.5-Ton										
VRV Fan Coil - 3-Ton										
VRV Fan Coil - 4-Ton										
VRV Fan Coil - 8-Ton										
Wall Covering	38,052									
Water-Source Heat Pump - 1-Ton										
Water-Source Heat Pump - 1.5-Ton										
Water-Source Heat Pump - 2-Ton										
Water-Source Heat Pump - 3-Ton										
Water-Source Heat Pump - 4-Ton										
	$ 260,181	$ 0	$ 63,996	$ 0	$ 78,529	$ 692,061	$ 111,478	$ 0	$ 0	$ 0

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.31% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
ACAM Intercom/Security System										
Carpet					134,296					
Children's Room Furnishings	38,229									
Common Area Restroom										
Elevator cab doors						28,631				
Elevator Cabs										
Elevator controller	95,573									
Elevator Machinery upgrades										1,053,402
Elevator shaftway doors						300,635				
Elevator Sump Pump	3,106									
Employee Lounge / Locker Room										
ERU, 10,000 CFM	65,256									
ERU, 7,500 CFM	27,652									
Fans, 1-1/2 H.P.	3,514									
Fans, 1/2 H.P.	7,369									
Fans, 1/3 H.P.	3,524									
Fans, 10 H.P.	29,953									
Fans, 2 H.P.	11,170									
Fans, 3/4 H.P.3	7,676									
Fitness Equipment - Cardio	95,573									
Fitness Equipment - Strength	43,007									
Gas Booster Pump										
Hot Water Circulation Pump										
Lobby Furnishings					84,618					
Lounge furnishings										
Mailboxes	9,915									
Paint Walls and Ceiling		92,427							108,783	
PVI Water Heater										
Roof Deck Furnishings	39,822									

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Roof Deck Landscaping - 6th Terrace	39,822									
Rubber Tile Floor										
Security Camera System										
Stone Tile Flooring						232,366				
Super's Office / Storage	23,893									
Trash Compactor	38,229									
VRV Condenser - 12-Ton										
VRV Condenser - 16-Ton										
VRV Fan Coil - 2.5-Ton	23,829									
VRV Fan Coil - 3-Ton	37,751									
VRV Fan Coil - 4-Ton	6,530									
VRV Fan Coil - 8-Ton	11,293									
Wall Covering	48,025									
Water-Source Heat Pump - 1-Ton	10,720									
Water-Source Heat Pump - 1.5-Ton	11,169									
Water-Source Heat Pump - 2-Ton	18,947									
Water-Source Heat Pump - 3-Ton	14,527									
Water-Source Heat Pump - 4-Ton	26,139									
	$ 792,224	$ 92,427	$ 0	$ 0	$ 218,915	$ 561,633	$ 0	$ 0	$ 108,783	$ 1,053,402

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Essex Crossing III Condominium (Residential Common)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Cash Flow - Annual

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/21 - 12/21	$ 0.00	$ 39,477.00	$ 197.98	$ 0.00	$ 39,674.98
01/22 - 12/22	39,674.98	43,424.76	616.32	0.00	83,716.06
01/23 - 12/23	83,716.06	47,767.20	1,080.54	0.00	132,563.80
01/24 - 12/24	132,563.80	52,543.92	1,595.22	0.00	186,702.94
01/25 - 12/25	186,702.94	57,798.36	2,165.45	0.00	246,666.75
01/26 - 12/26	246,666.75	63,578.16	2,796.83	0.00	313,041.74
01/27 - 12/27	313,041.74	69,936.00	3,495.52	0.00	386,473.26
01/28 - 12/28	386,473.26	76,929.60	3,626.04	66,722.24	400,306.66
01/29 - 12/29	400,306.66	84,622.56	3,555.12	92,537.40	395,946.94
01/30 - 12/30	395,946.94	93,084.84	4,444.46	0.00	493,476.24
	$ 0.00	$ 629,162.40	$ 23,573.48	$ 159,259.64	$ 493,476.24

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/31 - 12/31	$ 493,476.24	$ 102,393.36	$ 2,966.56	$ 260,181.15	$ 338,655.01
01/32 - 12/32	338,655.01	112,632.72	3,966.93	0.00	455,254.66
01/33 - 12/33	455,254.66	123,896.04	4,578.76	63,996.52	519,732.94
01/34 - 12/34	519,732.94	136,285.68	5,904.64	0.00	661,923.26
01/35 - 12/35	661,923.26	149,914.20	6,645.52	78,529.96	739,953.02
01/36 - 12/36	739,953.02	164,905.68	1,599.06	692,061.80	214,395.96
01/37 - 12/37	214,395.96	181,396.20	1,990.43	111,478.53	286,304.06
01/38 - 12/38	286,304.06	199,535.88	3,876.81	0.00	489,716.75
01/39 - 12/39	489,716.75	219,489.48	6,020.34	0.00	715,226.57
01/40 - 12/40	715,226.57	241,438.44	8,395.88	0.00	965,060.89
	$ 493,476.24	$ 1,631,887.68	$ 45,944.93	$ 1,206,247.96	$ 965,060.89

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/41 - 12/41	$ 965,060.89	$ 265,582.32	$ 3,401.26	$ 792,224.27	$ 441,820.20
01/42 - 12/42	441,820.20	292,140.60	5,013.86	92,427.27	646,547.39
01/43 - 12/43	646,547.39	321,354.72	8,106.68	0.00	976,008.79
01/44 - 12/44	976,008.79	353,490.24	11,577.58	0.00	1,341,076.61
01/45 - 12/45	1,341,076.61	388,839.24	13,315.14	218,915.57	1,524,315.42
01/46 - 12/46	1,524,315.42	427,723.20	12,052.10	561,633.99	1,402,456.73
01/47 - 12/47	1,402,456.73	470,495.52	16,448.41	0.00	1,889,400.66
01/48 - 12/48	1,889,400.66	517,545.12	21,576.17	0.00	2,428,521.95
01/49 - 12/49	2,428,521.95	569,299.68	26,204.59	108,783.95	2,915,242.27
01/50 - 12/50	2,915,242.27	626,229.60	31,987.83	1,053,402.57	2,520,057.13
	$ 965,060.89	$ 4,232,700.24	$ 149,683.62	$ 2,827,387.62	$ 2,520,057.13

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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Cash Flow - Matrix

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Begin Balance	$ 0	$ 39,674	$ 83,716	$ 132,563	$ 186,702	$ 246,666	$ 313,041	$ 386,473	$ 400,306	$ 395,946
Contribution	39,477	43,424	47,767	52,543	57,798	63,578	69,936	76,929	84,622	93,084
Average Per Unit	475	523	575	633	696	766	842	926	1,019	1,121
Percent Change	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	197	616	1,080	1,595	2,165	2,796	3,495	3,626	3,555	4,444
Less Expenditures	0	0	0	0	0	0	0	66,722	92,537	0
Ending Balance	$ 39,674	$ 83,716	$ 132,563	$ 186,702	$ 246,666	$ 313,041	$ 386,473	$ 400,306	$ 395,946	$ 493,476

	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Begin Balance	$ 493,476	$ 338,655	$ 455,254	$ 519,732	$ 661,923	$ 739,953	$ 214,395	$ 286,304	$ 489,716	$ 715,226
Contribution	102,393	112,632	123,896	136,285	149,914	164,905	181,396	199,535	219,489	241,438
Average Per Unit	1,233	1,357	1,492	1,641	1,806	1,986	2,185	2,404	2,644	2,908
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	2,966	3,966	4,578	5,904	6,645	1,599	1,990	3,876	6,020	8,395
Less Expenditures	260,181	0	63,996	0	78,529	692,061	111,478	0	0	0
Ending Balance	$ 338,655	$ 455,254	$ 519,732	$ 661,923	$ 739,953	$ 214,395	$ 286,304	$ 489,716	$ 715,226	$ 965,060

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Begin Balance	$ 965,060	$ 441,820	$ 646,547	$ 976,008	$ 1,341,076	$ 1,524,315	$ 1,402,456	$ 1,889,400	$ 2,428,521	$ 2,915,242
Contribution	265,582	292,140	321,354	353,490	388,839	427,723	470,495	517,545	569,299	626,229
Average Per Unit	3,199	3,519	3,871	4,258	4,684	5,153	5,668	6,235	6,859	7,544
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	3,401	5,013	8,106	11,577	13,315	12,052	16,448	21,576	26,204	31,987
Less Expenditures	792,224	92,427	0	0	218,915	561,633	0	0	108,783	1,053,402
Ending Balance	$ 441,820	$ 646,547	$ 976,008	$ 1,341,076	$ 1,524,315	$ 1,402,456	$ 1,889,400	$ 2,428,521	$ 2,915,242	$ 2,520,057

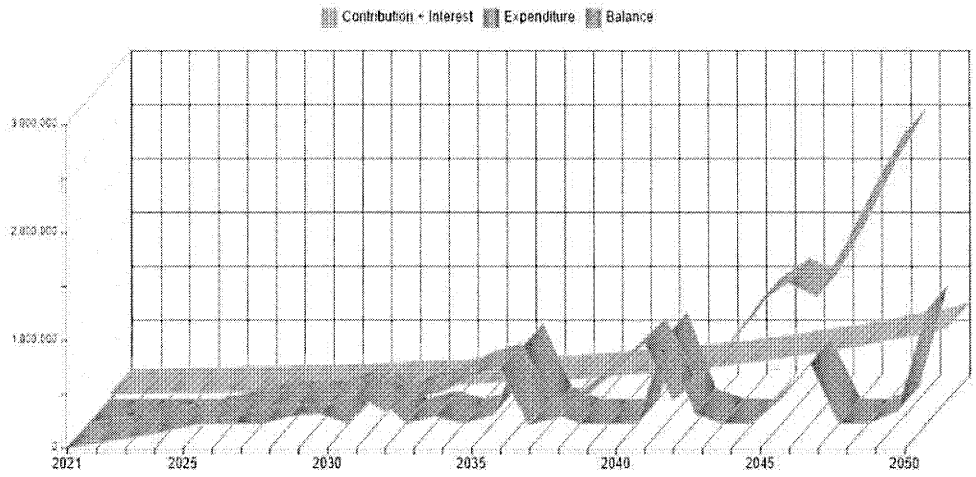
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Essex Crossing III Condominium (Residential

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Cash Flow - Chart



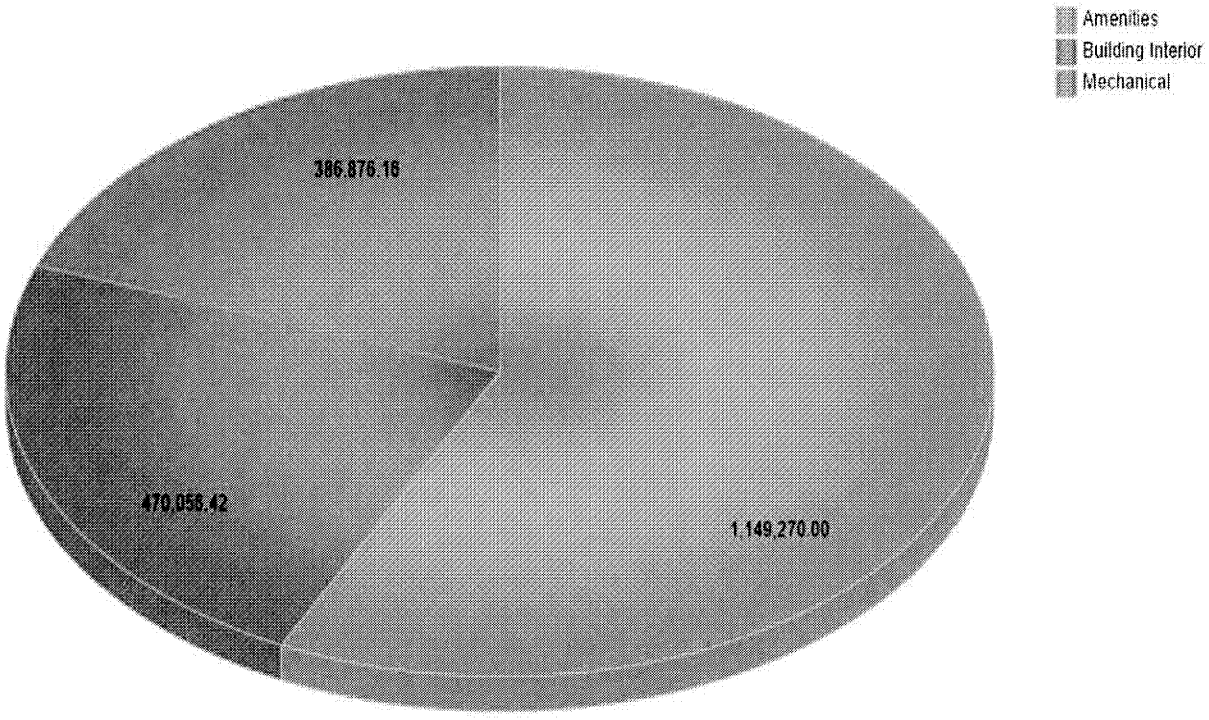
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Essex Crossing III Condominium (Residential

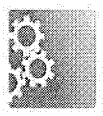
Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-71.00% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameter - Category - Chart



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Appendix B: RESERVE FUND ANALYSIS - General Common

Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Property - Definition

Property Information

Property	Essex Crossing III	Initial Date		January 1, 2020
Address	202 Broome Street	Analysis Date		January 31, 2021
City	New York	Number of Phases		1
State	New York	Number of Units		83
Zip	10002	Number of Models		1
Phone		Current Cost	$	2,838,278.64

Item Parameters

Common Area	44
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	10.00	%	Tax Rate	N/A
Adjustment Factor	-75.50	%		
Contingency Factor	0.00	%		
Contingency Time	0:00	YY:MM		
Contingency Amount	$ 0.00			

Property Criteria

Inflation Compounded	Monthly
Ownership Format	Wholly Owned
Minimum Life	2:00 YY:MM
Analysis Format	Analysis
Cash Flow Schedule	30 Years
Allocation Format	Proportional
Contribution Method	Future Cost
Measurement Basis	N/A

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Financial - Analysis Summary

Global Factors		
Rate of Inflation		2.33 %
Net Rate of Investment		1.00 %
Weighted Average Life		22:11 YY:MM
Contribution Factor		10.00 %
Adjustment Factor		-75.50 %
Contingency Factor		0.00 %
Contingency Time		0:00 YY:MM
Replacement Costs		
Current Cost	$	2,838,278.64
Future Cost	$	4,806,781.86
Fund Balances		
Current Balance	$	0.00
Future Balance	$	0.00
Funds Required		
Funds Required	$	4,806,781.86
Monthly Contribution	$	3,803.58

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Building Exterior								
Exterior Caulking and Sealants	1/2031	$ 2.25	32,000 LF	$ 72,000	10:00	10:00	10:00	$ 90,870
Exterior Glass Entrance Doors - Double	1/2046	8,000.00	15 LS	120,000	25:00	25:00	25:00	214,739
Exterior Glass Entrance Doors - Single	1/2046	6,200.00	5 LS	31,000	25:00	25:00	25:00	55,474
Facade Maintenance System	1/2036	40,000.00	1 LS	40,000	15:00	15:00	15:00	56,715
Façade Repairs (Allowance)	1/2031	250,000.00	1 LS	250,000	10:00	10:00	10:00	315,524
Glass Entrance Doors - Vestibule (Double)	1/2046	7,500.00	1 LS	7,500	25:00	25:00	25:00	13,421
Hollow Core Ext Door	1/2046	700.00	13 EA	9,100	25:00	25:00	25:00	16,284
Maintain Parapet flashing and sealants	1/2031	15.00	2,264 LF	33,960	10:00	10:00	10:00	42,860
Single Ply, Cold Fluid Applied Roofing	1/2046	12.00	4,793.6 SF	57,523	25:00	25:00	25:00	102,937
Single Ply, Cold Fluid Applied Roofing w/ Lndsc	1/2046	27.00	4,513 SF	121,851	25:00	25:00	25:00	218,052
Single Ply, Cold Fluid Applied Roofing w/ paver	1/2046	21.00	22,977 SF	482,517	25:00	25:00	25:00	863,463
				$ 1,225,451				$ 1,990,343
Building Interior								
Paint Stairs and railings	1/2031	$ 150.00	30 Floor	$ 4,500	10:00	10:00	10:00	$ 5,679
				$ 4,500				$ 5,679
Mechanical								
Boiler, Condensing, 3,500 MBH	1/2046	$ 128,321.90	3 EA	$ 384,965	25:00	25:00	25:00	$ 688,895
Cooling tower, 500-ton	1/2046	85,994.08	2 EA	171,988	25:00	25:00	25:00	307,772
Duplex Sewage Ejector Pump	1/2046	3,198.00	2 EA	6,396	25:00	25:00	25:00	11,445
Duplex storm water pumps	1/2041	5,314.00	1 EA	5,314	20:00	20:00	20:00	8,464
DW Quadplex Booster Pump	1/2041	60,000.00	1 LS	60,000	20:00	20:00	20:00	95,573
ERU, 15,000 CFM	1/2041	27,483.83	1 EA	27,483	20:00	20:00	20:00	43,778
Fans, 1 H.P.	1/2041	4,837.89	3 EA	14,513	20:00	20:00	20:00	23,118
Fans, 1/2 H.P.	1/2041	1,156.59	2 EA	2,313	20:00	20:00	20:00	3,684
Fans, 1/3 H.P.	1/2041	1,106.27	1 EA	1,106	20:00	20:00	20:00	1,762
Fans, 15 H.P.	1/2041	9,402.15	1 EA	9,402	20:00	20:00	20:00	14,976
Fans, 2 H.P.	1/2041	7,012.53	1 EA	7,012	20:00	20:00	20:00	11,170

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0.00 CalcMeth:Future

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Mechanical								
Fans, 20-25 H.P.	1/2041	$ 17,000.00	2 EA	$ 34,000	20:00	20:00	20:00	$ 54,158
Fans, 3/4 H.P.	1/2041	1,606.39	2 EA	3,212	20:00	20:00	20:00	5,117
Fire Pump/Jockey Pump 1000 GPM	1/2041	75,000.00	1 EA	75,000	20:00	20:00	20:00	119,466
Gas Booster Pump	1/2036	2,400.00	2 EA	4,800	15:00	15:00	15:00	6,805
Generator, diesel, 1,000 kW	1/2046	239,081.54	1 EA	239,081	25:00	25:00	25:00	427,835
Heat Exchanger - Gasketed (HVAC)	12/2050	120,000.00	2 EA	240,000	29:11	29:11	29:11	481,555
Hot Water Circulation Pump	1/2036	2,500.00	1 EA	2,500	15:00	15:00	15:00	3,544
Pump, Heat Pump Loop, 50 H.P.	1/2041	25,574.00	2 EA	51,148	20:00	20:00	20:00	81,473
Pump, Hot Water, 40 H.P.	1/2041	20,469.25	2 EA	40,938	20:00	20:00	20:00	65,210
Pump, Primary CW, 100 H.P.	1/2041	35,348.93	2 EA	70,697	20:00	20:00	20:00	112,613
Pump, Primary HW, 7.5 H.P.	1/2041	6,304.09	3 EA	18,912	20:00	20:00	20:00	30,125
Simplex Sump Pump	1/2041	1,950.00	2 EA	3,900	20:00	20:00	20:00	6,212
VRV Condenser - 6-Ton	1/2036	33,000.00	1 EA	33,000	15:00	15:00	15:00	46,789
VRV Fan Coil - 1.5-Ton	1/2041	3,015.00	3 EA	9,045	20:00	20:00	20:00	14,407
Water storage tank-steel 10,000 gal	1/2046	30,000.00	1 EA	30,000	25:00	25:00	25:00	53,684
Water-Source Heat Pump - 0.75-Ton	1/2041	3,100.00	2 EA	6,200	20:00	20:00	20:00	9,875
Water-Source Heat Pump - 1-Ton	1/2041	3,365.00	1 EA	3,365	20:00	20:00	20:00	5,360
Water-Source Heat Pump - 1.5-Ton	1/2041	3,506.00	1 EA	3,506	20:00	20:00	20:00	5,584
Water-Source Heat Pump - 2-Ton	1/2041	3,965.00	1 EA	3,965	20:00	20:00	20:00	6,315
Water-Source Heat Pump - 3-Ton	1/2041	4,560.00	1 EA	4,560	20:00	20:00	20:00	7,263
				$ 1,568,327				$ 2,754,043
Other								
Fire Alarm System	1/2036	$ 40,000.00	1 LS	$ 40,000	15:00	15:00	15:00	$ 56,715
				$ 40,000				$ 56,715
				$ 2,838,278				$ 4,806,781

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Boiler, Condensing, 3,500 MBH									
	B-1	01/01/2046	$ 128,321.90	1 EA	$ 128,321	25:00	25:00	25:00	$ 229,631
	B-2	01/01/2046	128,321.90	1 EA	128,321	25:00	25:00	25:00	229,631
	B-3	01/01/2046	128,321.90	1 EA	128,321	25:00	25:00	25:00	229,631
					$ 384,965				$ 688,895
Cooling tower, 500 ton									
	CT-R-1	01/01/2046	$ 85,994.08	1 EA	$ 85,994	25:00	25:00	25:00	$ 153,886
	CT-R-2	01/01/2046	85,994.08	1 EA	85,994	25:00	25:00	25:00	153,886
					$ 171,988				$ 307,772
Duplex Sewage Ejector Pump									
	EP-1	01/01/2046	$ 3,198.00	1 EA	$ 3,198	25:00	25:00	25:00	$ 5,722
	EP-2	01/01/2046	3,198.00	1 EA	3,198	25:00	25:00	25:00	5,722
					$ 6,396				$ 11,445
Duplex storm water pumps									
	STP-1	01/01/2041	$ 5,314.00	1 EA	$ 5,314	20:00	20:00	20:00	$ 8,464
					$ 5,314				$ 8,464
DW Quadplex Booster Pump									
	BP-1	01/01/2041	$ 60,000.00	1 LS	$ 60,000	20:00	20:00	20:00	$ 95,573
					$ 60,000				$ 95,573
ERU, 15,000 CFM									
	ERU-C-1	01/01/2041	$ 27,483.83	1 EA	$ 27,483	20:00	20:00	20:00	$ 43,778
					$ 27,483				$ 43,778
Exterior Caulking and Sealants									
		01/01/2031	$ 2.25	32,000 LF	$ 72,000	10:00	10:00	10:00	$ 90,870
					$ 72,000				$ 90,870

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Exterior Glass Entrance Doors - Double									
	Res Lob Entry	01/01/2046	$ 8,000.00	1 LS	$ 8,000	25:00	25:00	25:00	$ 14,315
	Retail #8	01/01/2046	8,000.00	2 LS	16,000	25:00	25:00	25:00	28,631
	Retail #9	01/01/2046	8,000.00	3 LS	24,000	25:00	25:00	25:00	42,947
	Delancy Entry	01/01/2046	8,000.00	1 LS	8,000	25:00	25:00	25:00	14,315
	Office Lob Enty	01/01/2046	8,000.00	2 LS	16,000	25:00	25:00	25:00	28,631
	Retail #10	01/01/2046	8,000.00	2 LS	16,000	25:00	25:00	25:00	28,631
	Retail #11	01/01/2046	8,000.00	2 LS	16,000	25:00	25:00	25:00	28,631
	Retail #12	01/01/2046	8,000.00	1 LS	8,000	25:00	25:00	25:00	14,315
	Stair A	01/01/2046	8,000.00	1 LS	8,000	25:00	25:00	25:00	14,315
					$ 120,000				$ 214,739
Exterior Glass Entrance Doors - Single									
	Delancy Res Eny	01/01/2046	$ 6,200.00	1 LS	$ 6,200	25:00	25:00	25:00	$ 11,094
	Delancy Entry	01/01/2046	6,200.00	1 LS	6,200	25:00	25:00	25:00	11,094
	Stair B	01/01/2046	6,200.00	1 LS	6,200	25:00	25:00	25:00	11,094
	Retail #11	01/01/2046	6,200.00	1 LS	6,200	25:00	25:00	25:00	11,094
	Stair H	01/01/2046	6,200.00	1 LS	6,200	25:00	25:00	25:00	11,094
					$ 31,000				$ 55,474
Facade Maintenance System									
		01/01/2036	$ 40,000.00	1 LS	$ 40,000	15:00	15:00	15:00	$ 56,715
					$ 40,000				$ 56,715
Façade Repairs (Allowance)									
		01/01/2031	$ 250,000.00	1 LS	$ 250,000	10:00	10:00	10:00	$ 315,524
					$ 250,000				$ 315,524
Fans, 1 H.P.									
	EF-C-2	01/01/2041	$ 4,837.89	1 EA	$ 4,837	20:00	20:00	20:00	$ 7,706
	SF-C-1	01/01/2041	4,837.89	1 EA	4,837	20:00	20:00	20:00	7,706

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Fans, 1 H.P.									
	EF-15-1	01/01/2041	$ 4,837.89	1 EA	$ 4,837	20:00	20:00	20:00	$ 7,706
					$ 14,513				$ 23,118
Fans, 1/2 H.P.									
	EF-C-1	01/01/2041	$ 1,156.59	1 EA	$ 1,156	20:00	20:00	20:00	$ 1,842
	SF-C-2	01/01/2041	1,156.59	1 EA	1,156	20:00	20:00	20:00	1,842
					$ 2,313				$ 3,684
Fans, 1/3 H.P.									
	EF-C-5	01/01/2041	$ 1,106.27	1 EA	$ 1,106	20:00	20:00	20:00	$ 1,762
					$ 1,106				$ 1,762
Fans, 15 H.P.									
	EF-AT-1	01/01/2041	$ 9,402.15	1 EA	$ 9,402	20:00	20:00	20:00	$ 14,976
					$ 9,402				$ 14,976
Fans, 2 H.P.									
	SF-14-1	01/01/2041	$ 7,012.53	1 EA	$ 7,012	20:00	20:00	20:00	$ 11,170
					$ 7,012				$ 11,170
Fans, 20-25 H.P.									
	EF-1-3	01/01/2041	$ 17,000.00	1 EA	$ 17,000	20:00	20:00	20:00	$ 27,079
	EF-AT-2	01/01/2041	17,000.00	1 EA	17,000	20:00	20:00	20:00	27,079
					$ 34,000				$ 54,158
Fans, 3/4 H.P.									
	EF-C-3	01/01/2041	$ 1,606.39	1 EA	$ 1,606	20:00	20:00	20:00	$ 2,558
	EF-SC-1	01/01/2041	1,606.39	1 EA	1,606	20:00	20:00	20:00	2,558
					$ 3,212				$ 5,117
Fire Alarm System									
		01/01/2036	$ 40,000.00	1 LS	$ 40,000	15:00	15:00	15:00	$ 56,715
					$ 40,000				$ 56,715

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Fire Pump/Jockey Pump 1000 GPM									
		01/01/2041	$ 75,000.00	1 EA	$ 75,000	20:00	20:00	20:00	$ 119,466
					$ 75,000				$ 119,466
Gas Booster Pump									
		01/01/2036	$ 2,400.00	2 EA	$ 4,800	15:00	15:00	15:00	$ 6,805
					$ 4,800				$ 6,805
Generator, diesel, 1,000 kW									
		01/01/2046	$ 239,081.54	1 EA	$ 239,081	25:00	25:00	25:00	$ 427,835
					$ 239,081				$ 427,835
Glass Entrance Doors - Vestibule (Double)									
	Res Lobby	01/01/2046	$ 7,500.00	1 LS	$ 7,500	25:00	25:00	25:00	$ 13,421
					$ 7,500				$ 13,421
Heat Exchanger - Gasketed (HVAC)									
	PHX-1	12/01/2050	$ 120,000.00	1 EA	$ 120,000	29:11	29:11	29:11	$ 240,777
	PHX-2	12/01/2050	120,000.00	1 EA	120,000	29:11	29:11	29:11	240,777
					$ 240,000				$ 481,555
Hollow Core Ext Door									
	Stair C	01/01/2046	$ 700.00	1 EA	$ 700	25:00	25:00	25:00	$ 1,252
	BoH (dbl)	01/01/2046	700.00	2 EA	1,400	25:00	25:00	25:00	2,505
	Loading Dock	01/01/2046	700.00	2 EA	1,400	25:00	25:00	25:00	2,505
	Gas (4x dbl)	01/01/2046	700.00	8 EA	5,600	25:00	25:00	25:00	10,021
					$ 9,100				$ 16,284
Hot Water Circulation Pump									
	CP-3	01/01/2036	$ 2,500.00	1 EA	$ 2,500	15:00	15:00	15:00	$ 3,544
					$ 2,500				$ 3,544

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Maintain Parapet flashing and sealants									
	5th Floor	01/01/2031	$ 15.00	114 LF	$ 1,710	10:00	10:00	10:00	$ 2,158
	6th Floor	01/01/2031	15.00	458 LF	6,870	10:00	10:00	10:00	8,670
	6th Floor Amen	01/01/2031	15.00	290 LF	4,350	10:00	10:00	10:00	5,490
	7th Floor	01/01/2031	15.00	173 LF	2,595	10:00	10:00	10:00	3,275
	8th Floor	01/01/2031	15.00	44 LF	660	10:00	10:00	10:00	832
	9th Floor	01/01/2031	15.00	39 LF	585	10:00	10:00	10:00	738
	10th Floor	01/01/2031	15.00	305 LF	4,575	10:00	10:00	10:00	5,774
	12th Floor	01/01/2031	15.00	53 LF	795	10:00	10:00	10:00	1,003
	13th Floor	01/01/2031	15.00	38 LF	570	10:00	10:00	10:00	719
	14th Floor	01/01/2031	15.00	422 LF	6,330	10:00	10:00	10:00	7,989
	Roof	01/01/2031	15.00	328 LF	4,920	10:00	10:00	10:00	6,209
					$ 33,960				$ 42,860
Paint Stairs and railings									
	Stair D	01/01/2031	$ 150.00	15 Floor	$ 2,250	10:00	10:00	10:00	$ 2,839
	Stair E	01/01/2031	150.00	15 Floor	2,250	10:00	10:00	10:00	2,839
					$ 4,500				$ 5,679
Pump, Heat Pump Loop, 50 H.P.									
	SWHP-3	01/01/2041	$ 25,574.00	1 EA	$ 25,574	20:00	20:00	20:00	$ 40,736
	SWHP-4	01/01/2041	25,574.00	1 EA	25,574	20:00	20:00	20:00	40,736
					$ 51,148				$ 81,473
Pump, Hot Water, 40 H.P.									
	SHWP-1	01/01/2041	$ 20,469.25	1 EA	$ 20,469	20:00	20:00	20:00	$ 32,605
	SHWP-2	01/01/2041	20,469.25	1 EA	20,469	20:00	20:00	20:00	32,605
					$ 40,938				$ 65,210
Pump, Primary CW, 100 H.P.									
	PCWP-1	01/01/2041	$ 35,348.93	1 EA	$ 35,348	20:00	20:00	20:00	$ 56,306

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Pump, Primary CW, 100 H.P.									
	PCWP-2	01/01/2041	$ 35,348.93	1 EA	$ 35,348	20:00	20:00	20:00	$ 56,306
					$ 70,697				$ 112,613
Pump, Primary HW, 7.5 H.P.									
	PHWP-1	01/01/2041	$ 6,304.09	1 EA	$ 6,304	20:00	20:00	20:00	$ 10,041
	PHWP-2	01/01/2041	6,304.09	1 EA	6,304	20:00	20:00	20:00	10,041
	PHWP-3	01/01/2041	6,304.09	1 EA	6,304	20:00	20:00	20:00	10,041
					$ 18,912				$ 30,125
Simplex Sump Pump									
	SP-1	01/01/2041	$ 1,950.00	1 EA	$ 1,950	20:00	20:00	20:00	$ 3,106
	SP-2	01/01/2041	1,950.00	1 EA	1,950	20:00	20:00	20:00	3,106
					$ 3,900				$ 6,212
Single Ply, Cold Fluid Applied Roofing									
	Roof	01/01/2046	$ 12.00	3,832 SF	$ 45,984	25:00	25:00	25:00	$ 82,288
	EMR Bulk 1	01/01/2046	12.00	957 SF	11,484	25:00	25:00	25:00	20,550
	EMR Bulk 2	01/01/2046	12.00	4.6 SF	55	25:00	25:00	25:00	98
					$ 57,523				$ 102,937
Single Ply, Cold Fluid Applied Roofing w/ Lndscpg									
		01/01/2046	$ 27.00	4,513 SF	$ 121,851	25:00	25:00	25:00	$ 218,052
					$ 121,851				$ 218,052
Single Ply, Cold Fluid Applied Roofing w/ pavers									
	5th Off. Ter	01/01/2046	$ 21.00	2,194 SF	$ 46,074	25:00	25:00	25:00	$ 82,449
	Un 601 Terr	01/01/2046	21.00	870 SF	18,270	25:00	25:00	25:00	32,694
	Un 602 Terr	01/01/2046	21.00	194 SF	4,074	25:00	25:00	25:00	7,290
	Un 603 Terr	01/01/2046	21.00	197 SF	4,137	25:00	25:00	25:00	7,403
	Un 604 Terr	01/01/2046	21.00	293 SF	6,153	25:00	25:00	25:00	11,010
	Un 605 Terr	01/01/2046	21.00	888 SF	18,648	25:00	25:00	25:00	33,370

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

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Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Single Ply, Cold Fluid Applied Roofing w/ pavers									
	Un 606 Terr	01/01/2046	$ 21.00	297 SF	$ 6,237	25:00	25:00	25:00	$ 11,161
	Un 607 Terr	01/01/2046	21.00	314 SF	6,594	25:00	25:00	25:00	11,799
	Un 608 Terr	01/01/2046	21.00	317 SF	6,657	25:00	25:00	25:00	11,912
	Un 609 Terr	01/01/2046	21.00	308 SF	6,468	25:00	25:00	25:00	11,574
	Un 610 Terr	01/01/2046	21.00	1,069 SF	22,449	25:00	25:00	25:00	40,172
	6th Amen Pvrs	01/01/2046	21.00	4,800 SF	100,800	25:00	25:00	25:00	180,381
	Un 710 Terr	01/01/2046	21.00	280 SF	5,880	25:00	25:00	25:00	10,522
	Un 711 Terr	01/01/2046	21.00	316 SF	6,636	25:00	25:00	25:00	11,875
	Un 715 Terr	01/01/2046	21.00	449 SF	9,429	25:00	25:00	25:00	16,873
	Un 811 Terr	01/01/2046	21.00	238 SF	4,998	25:00	25:00	25:00	8,943
	Un 915 Terr	01/01/2046	21.00	247 SF	5,187	25:00	25:00	25:00	9,282
	Un 1001 Terr	01/01/2046	21.00	283 SF	5,943	25:00	25:00	25:00	10,634
	Un 1005 Terr	01/01/2046	21.00	1,515 SF	31,815	25:00	25:00	25:00	56,932
	Un 910 Terr @10	01/01/2046	21.00	1,049 SF	22,029	25:00	25:00	25:00	39,420
	Un 911 Terr @10	01/01/2046	21.00	772 SF	16,212	25:00	25:00	25:00	29,011
	10th Mech Terr	01/01/2046	21.00	535 SF	11,235	25:00	25:00	25:00	20,105
	Un 1201 Terr	01/01/2046	21.00	310 SF	6,510	25:00	25:00	25:00	11,649
	Un 1305 Terr	01/01/2046	21.00	247 SF	5,187	25:00	25:00	25:00	9,282
	PH-1 Terr	01/01/2046	21.00	964 SF	20,244	25:00	25:00	25:00	36,226
	PH-2 Terr	01/01/2046	21.00	495 SF	10,395	25:00	25:00	25:00	18,601
	PH-3 Terr	01/01/2046	21.00	1,143 SF	24,003	25:00	25:00	25:00	42,953
	PH-4 Terr	01/01/2046	21.00	890 SF	18,690	25:00	25:00	25:00	33,445
	PH-5 Terr	01/01/2046	21.00	1,097 SF	23,037	25:00	25:00	25:00	41,224
	Bldg Mng Terr	01/01/2046	21.00	406 SF	8,526	25:00	25:00	25:00	15,257
					$ 482,517				$ 863,463
VRV Condenser - 6-Ton									
	ODU-SC-1	01/01/2036	$ 33,000.00	1 EA	$ 33,000	15:00	15:00	15:00	$ 46,789

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
VRV Fan Coil - 1.5-Ton									
					$ 33,000				$ 46,789
	FCU-SC-1	01/01/2041	$ 3,015.00	1 EA	$ 3,015	20:00	20:00	20:00	$ 4,802
	FCU-SC-2	01/01/2041	3,015.00	1 EA	3,015	20:00	20:00	20:00	4,802
	FCU-SC-3	01/01/2041	3,015.00	1 EA	3,015	20:00	20:00	20:00	4,802
					$ 9,045				$ 14,407
Water storage tank-steel 10,000 gal									
		01/01/2046	$ 30,000.00	1 EA	$ 30,000	25:00	25:00	25:00	$ 53,684
					$ 30,000				$ 53,684
Water-Source Heat Pump - 0.75-Ton									
	WSHP-C-12	01/01/2041	$ 3,100.00	1 EA	$ 3,100	20:00	20:00	20:00	$ 4,937
	WSHP-C-13	01/01/2041	3,100.00	1 EA	3,100	20:00	20:00	20:00	4,937
					$ 6,200				$ 9,875
Water-Source Heat Pump - 1-Ton									
	WSHP-1-3	01/01/2041	$ 3,365.00	1 EA	$ 3,365	20:00	20:00	20:00	$ 5,360
					$ 3,365				$ 5,360
Water-Source Heat Pump - 1.5-Ton									
	WSHP-1-2	01/01/2041	$ 3,506.00	1 EA	$ 3,506	20:00	20:00	20:00	$ 5,584
					$ 3,506				$ 5,584
Water-Source Heat Pump - 2-Ton									
	WSHP-1-5	01/01/2041	$ 3,965.00	1 EA	$ 3,965	20:00	20:00	20:00	$ 6,315
					$ 3,965				$ 6,315
Water-Source Heat Pump - 3-Ton									
	WSHP-C-7	01/01/2041	$ 4,560.00	1 EA	$ 4,560	20:00	20:00	20:00	$ 7,263
					$ 4,560				$ 7,263

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
					$ 2,838,278				$ 4,806,781

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Boiler, Condensing, 3,500 MBH										
Cooling tower, 500 ton										
Duplex Sewage Ejector Pump										
Duplex storm water pumps										
DW Quadplex Booster Pump										
ERU, 15,000 CFM										
Exterior Caulking and Sealants										
Exterior Glass Entrance Doors - Double										
Exterior Glass Entrance Doors - Single										
Facade Maintenance System										
Façade Repairs (Allowance)										
Fans, 1 H.P.										
Fans, 1/2 H.P.										
Fans, 1/3 H.P.										
Fans, 15 H.P.										
Fans, 2 H.P.										
Fans, 20-25 H.P.										
Fans, 3/4 H.P.										
Fire Alarm System										
Fire Pump/Jockey Pump 1000 GPM										
Gas Booster Pump										
Generator, diesel, 1,000 kW										
Glass Entrance Doors - Vestibule (Dou										
Heat Exchanger - Gasketed (HVAC)										
Hollow Core Ext Door										
Hot Water Circulation Pump										
Maintain Parapet flashing and sealants										
Paint Stairs and railings										
Pump, Heat Pump Loop, 50 H.P.										

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Pump, Hot Water, 40 H.P.										
Pump, Primary CW, 100 H.P.										
Pump, Primary HW, 7.5 H.P.										
Simplex Sump Pump										
Single Ply, Cold Fluid Applied Roofing										
Single Ply, Cold Fluid Applied Roofing										
Single Ply, Cold Fluid Applied Roofing										
VRV Condenser - 6-Ton										
VRV Fan Coil - 1.5-Ton										
Water storage tank-steel 10,000 gal										
Water-Source Heat Pump - 0.75-Ton										
Water-Source Heat Pump - 1-Ton										
Water-Source Heat Pump - 1.5-Ton										
Water-Source Heat Pump - 2-Ton										
Water-Source Heat Pump - 3-Ton										
	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Boiler, Condensing, 3,500 MBH										
Cooling tower, 500 ton										
Duplex Sewage Ejector Pump										
Duplex storm water pumps										
DW Quadplex Booster Pump										
ERU, 15,000 CFM										
Exterior Caulking and Sealants	90,870									
Exterior Glass Entrance Doors - Double										
Exterior Glass Entrance Doors - Single										
Facade Maintenance System						56,715				
Façade Repairs (Allowance)	315,524									
Fans, 1 H.P.										
Fans, 1/2 H.P.										
Fans, 1/3 H.P.										
Fans, 15 H.P.										
Fans, 2 H.P.										
Fans, 20-25 H.P.										
Fans, 3/4 H.P.										
Fire Alarm System						56,715				
Fire Pump/Jockey Pump 1000 GPM										
Gas Booster Pump						6,805				
Generator, diesel, 1,000 kW										
Glass Entrance Doors - Vestibule (Dou										
Heat Exchanger - Gasketed (HVAC)										
Hollow Core Ext Door										
Hot Water Circulation Pump						3,544				
Maintain Parapet flashing and sealants	42,860									
Paint Stairs and railings	5,679									
Pump, Heat Pump Loop, 50 H.P.										

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Pump, Hot Water, 40 H.P.										
Pump, Primary CW, 100 H.P.										
Pump, Primary HW, 7.5 H.P.										
Simplex Sump Pump										
Single Ply, Cold Fluid Applied Roofing										
Single Ply, Cold Fluid Applied Roofing										
Single Ply, Cold Fluid Applied Roofing										
VRV Condenser - 6-Ton						46,789				
VRV Fan Coil - 1.5-Ton										
Water storage tank-steel 10,000 gal										
Water-Source Heat Pump - 0.75-Ton										
Water-Source Heat Pump - 1-Ton										
Water-Source Heat Pump - 1.5-Ton										
Water-Source Heat Pump - 2-Ton										
Water-Source Heat Pump - 3-Ton										
	$ 454,935	$ 0	$ 0	$ 0	$ 0	$ 170,570	$ 0	$ 0	$ 0	$ 0

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.31% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Boiler, Condensing, 3,500 MBH						$ 688,895				
Cooling tower, 500 ton						307,772				
Duplex Sewage Ejector Pump						11,445				
Duplex storm water pumps	8,464									
DW Quadplex Booster Pump	95,573									
ERU, 15,000 CFM	43,778									
Exterior Caulking and Sealants	114,687									
Exterior Glass Entrance Doors - Double						214,739				
Exterior Glass Entrance Doors - Single						55,474				
Facade Maintenance System										
Façade Repairs (Allowance)	398,221									
Fans, 1 H.P.	23,118									
Fans, 1/2 H.P.	3,684									
Fans, 1/3 H.P.	1,762									
Fans, 15 H.P.	14,976									
Fans, 2 H.P.	11,170									
Fans, 20-25 H.P.	54,158									
Fans, 3/4 H.P.	5,117									
Fire Alarm System										
Fire Pump/Jockey Pump 1000 GPM	119,466									
Gas Booster Pump										
Generator, diesel, 1,000 kW						427,835				
Glass Entrance Doors - Vestibule (Dou						13,421				
Heat Exchanger - Gasketed (HVAC)										481,555
Hollow Core Ext Door						16,284				
Hot Water Circulation Pump										
Maintain Parapet flashing and sealants	54,094									
Paint Stairs and railings	7,168									
Pump, Heat Pump Loop, 50 H.P.	81,473									

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor: -75.50% Contingency:0.00%,0:00 CalcMeth:Future

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Pump, Hot Water, 40 H.P.	65,210									
Pump, Primary CW, 100 H.P.	112,613									
Pump, Primary HW, 7.5 H.P.	30,125									
Simplex Sump Pump	6,212									
Single Ply, Cold Fluid Applied Roofing						102,937				
Single Ply, Cold Fluid Applied Roofing						218,052				
Single Ply, Cold Fluid Applied Roofing						863,463				
VRV Condenser - 6-Ton										
VRV Fan Coil - 1.5-Ton	14,407									
Water storage tank-steel 10,000 gal						53,684				
Water-Source Heat Pump - 0.75-Ton	9,875									
Water-Source Heat Pump - 1-Ton	5,360									
Water-Source Heat Pump - 1.5-Ton	5,584									
Water-Source Heat Pump - 2-Ton	6,315									
Water-Source Heat Pump - 3-Ton	7,263									
	$ 1,299,885	$ 0	$ 0	$ 0	$ 0	$ 2,974,007	$ 0	$ 0	$ 0	$ 481,555

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Cash Flow - Annual

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/21 - 12/21	$ 0.00	$ 45,642.96	$ 228.89	$ 0.00	$ 45,871.85
01/22 - 12/22	45,871.85	50,207.28	712.59	0.00	96,791.72
01/23 - 12/23	96,791.72	55,227.96	1,249.31	0.00	153,268.99
01/24 - 12/24	153,268.99	60,750.72	1,844.38	0.00	215,864.09
01/25 - 12/25	215,864.09	66,825.84	2,503.68	0.00	285,193.61
01/26 - 12/26	285,193.61	73,508.40	3,233.66	0.00	361,935.67
01/27 - 12/27	361,935.67	80,859.24	4,041.48	0.00	446,836.39
01/28 - 12/28	446,836.39	88,945.20	4,934.92	0.00	540,716.51
01/29 - 12/29	540,716.51	97,839.72	5,922.64	0.00	644,478.87
01/30 - 12/30	644,478.87	107,623.68	7,014.11	0.00	759,116.66
	$ 0.00	$ 727,431.00	$ 31,685.66	$ 0.00	$ 759,116.66

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/31 - 12/31	$ 759,116.66	$ 118,386.00	$ 3,840.75	$ 454,935.24	$ 426,408.17
01/32 - 12/32	426,408.17	130,224.60	4,936.73	0.00	561,569.50
01/33 - 12/33	561,569.50	143,247.12	6,359.84	0.00	711,176.46
01/34 - 12/34	711,176.46	157,571.88	7,934.63	0.00	876,682.97
01/35 - 12/35	876,682.97	173,329.08	9,676.31	0.00	1,059,688.36
01/36 - 12/36	1,059,688.36	190,662.00	9,959.87	170,570.68	1,089,739.55
01/37 - 12/37	1,089,739.55	209,728.20	11,999.20	0.00	1,311,466.95
01/38 - 12/38	1,311,466.95	230,701.08	14,331.83	0.00	1,556,499.86
01/39 - 12/39	1,556,499.86	253,771.20	16,909.12	0.00	1,827,180.18
01/40 - 12/40	1,827,180.18	279,148.32	19,755.61	0.00	2,126,084.11
	$ 759,116.66	$ 1,886,769.48	$ 105,703.89	$ 625,505.92	$ 2,126,084.11

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/41 - 12/41	$ 2,126,084.11	$ 307,063.20	$ 10,386.38	$ 1,299,885.16	$ 1,143,648.53
01/42 - 12/42	1,143,648.53	337,769.52	13,182.86	0.00	1,494,600.91
01/43 - 12/43	1,494,600.91	371,546.52	16,877.89	0.00	1,883,025.32
01/44 - 12/44	1,883,025.32	408,701.16	20,966.31	0.00	2,312,692.79
01/45 - 12/45	2,312,692.79	449,571.24	25,487.65	0.00	2,787,751.68
01/46 - 12/46	2,787,751.68	494,528.40	2,066.28	2,974,007.43	310,338.93
01/47 - 12/47	310,338.93	543,981.24	5,845.54	0.00	860,165.71
01/48 - 12/48	860,165.71	598,379.40	11,641.86	0.00	1,470,186.97
01/49 - 12/49	1,470,186.97	658,217.40	18,070.18	0.00	2,146,474.55
01/50 - 12/50	2,146,474.55	724,039.20	24,993.57	481,555.46	2,413,951.86
	$ 2,126,084.11	$ 4,893,797.28	$ 149,518.52	$ 4,755,448.05	$ 2,413,951.86

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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Cash Flow - Matrix

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Begin Balance	$ 0	$ 45,871	$ 96,791	$ 153,268	$ 215,864	$ 285,193	$ 361,935	$ 446,836	$ 540,716	$ 644,478
Contribution	45,642	50,207	55,227	60,750	66,825	73,508	80,859	88,945	97,839	107,623
Average Per Unit	549	604	665	731	805	885	974	1,071	1,178	1,296
Percent Change	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	228	712	1,249	1,844	2,503	3,233	4,041	4,934	5,922	7,014
Less Expenditures	0	0	0	0	0	0	0	0	0	0
Ending Balance	$ 45,871	$ 96,791	$ 153,268	$ 215,864	$ 285,193	$ 361,935	$ 446,836	$ 540,716	$ 644,478	$ 759,116

	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Begin Balance	$ 759,116	$ 426,408	$ 561,569	$ 711,176	$ 876,682	$ 1,059,688	$ 1,089,739	$ 1,311,466	$ 1,556,499	$ 1,827,180
Contribution	118,386	130,224	143,247	157,571	173,329	190,662	209,728	230,701	253,771	279,148
Average Per Unit	1,426	1,568	1,725	1,898	2,088	2,297	2,526	2,779	3,057	3,363
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	3,840	4,936	6,359	7,934	9,676	9,959	11,999	14,331	16,909	19,755
Less Expenditures	454,935	0	0	0	0	170,570	0	0	0	0
Ending Balance	$ 426,408	$ 561,569	$ 711,176	$ 876,682	$ 1,059,688	$ 1,089,739	$ 1,311,466	$ 1,556,499	$ 1,827,180	$ 2,126,084

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Begin Balance	$ 2,126,084	$ 1,143,648	$ 1,494,600	$ 1,883,025	$ 2,312,692	$ 2,787,751	$ 310,338	$ 860,165	$ 1,470,186	$ 2,146,474
Contribution	307,063	337,769	371,546	408,701	449,571	494,528	543,981	598,379	658,217	724,039
Average Per Unit	3,699	4,069	4,476	4,924	5,416	5,958	6,553	7,209	7,930	8,723
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	10,386	13,182	16,877	20,966	25,487	2,066	5,845	11,641	18,070	24,993
Less Expenditures	1,299,885	0	0	0	0	2,974,007	0	0	0	481,555
Ending Balance	$ 1,143,648	$ 1,494,600	$ 1,883,025	$ 2,312,692	$ 2,787,751	$ 310,338	$ 860,165	$ 1,470,186	$ 2,146,474	$ 2,413,951

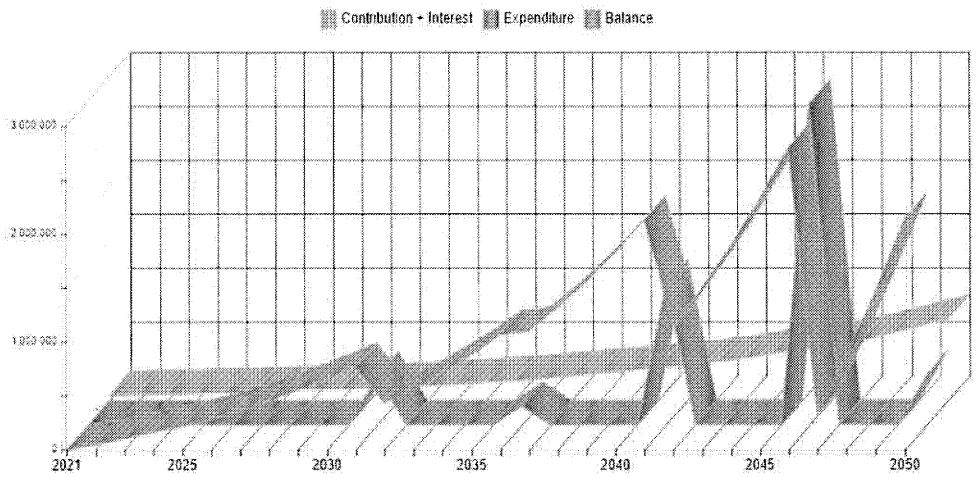
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Essex Crossing III Condominium (Residential/Retail/Office)

Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

Cash Flow - Chart



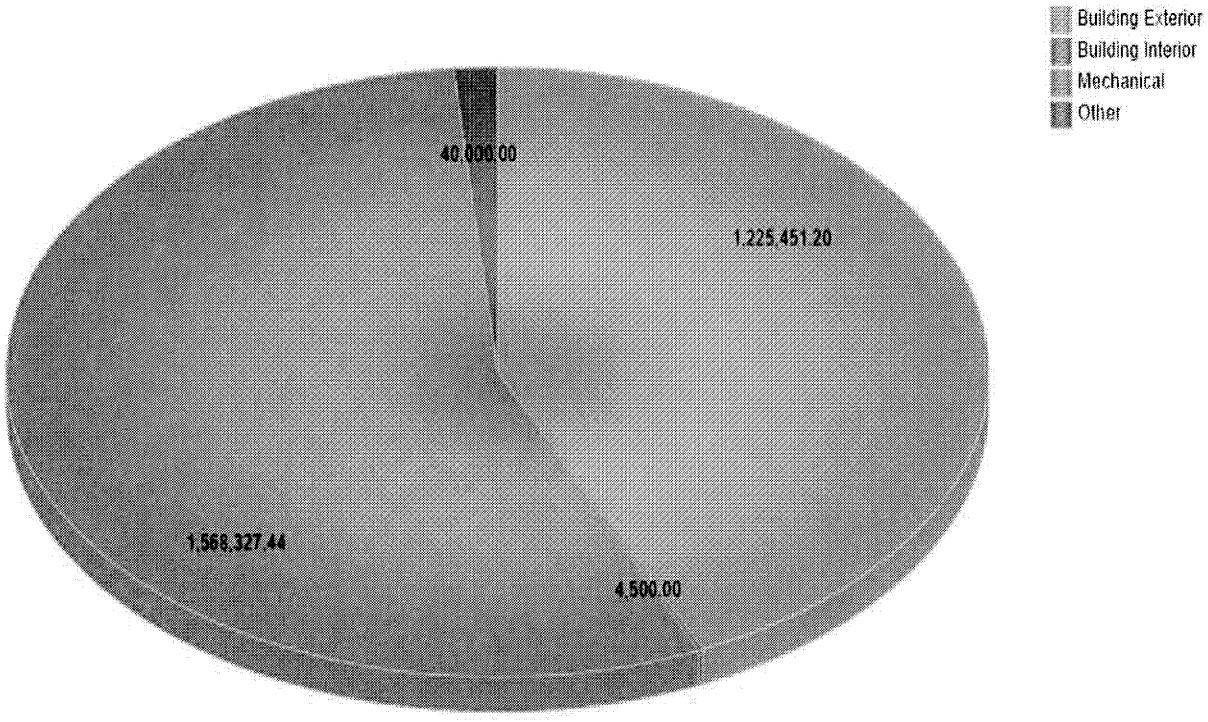
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Essex Crossing III Condominium (Residential/Retail/Office)

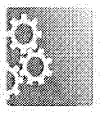
Analysis Date - January 31, 2021

Inflation:2.33% Investment:1.00% Cont.Factor:10.00% Adjust.Factor:-75.50% Contingency:0.00%,0:00 CalcMeth:Future

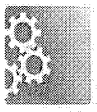
Item Parameter - Category - Chart



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Appendix C: PROFESSIONAL QUALIFICATIONS



STRATEGIC INSPECTIONS

Christopher Bevis, E.P.

Project Manager

Education

- *University of South Dakota, 2002 – B.S. Earth Science with minors in Chemistry and Physics*
- *Dakota County Technical, 2007 – A.S. Architectural Technology with emphasis in 3D modeling and Documentation Set Preparation*

Work Experience

Coastal Ecology Group, LLC - Director of Technical Services - October 2010-Present

- Develop and implement Property Condition Assessment training
- Perform on site investigations for ASTM standard ESA and PCA studies as well as Reserve Studies
- Cooperate with regulatory agencies in over 30 states to ensure environmental compliance
- Manage multiple simultaneous projects on truncated schedules from a mobile work environment
- Research historic regulatory compliance to gauge previous environmental liability

Station 19 Architects - Architectural Drafter - September 2006 - October 2009

- Completed both Design Development & Construction Document drawing sets for 50+ buildings.
- Coordinated with other project contractors on structural, mechanical, electrical and civil documentation
- Used mass modeling for initial Schematic Design concept and display delivery
- Used BIM (Building Information Model) to create live wall & building sections, plan details, and 3D Representations

ProTec Environmental Consultants - Senior Phase I Project Manager - June 2004 - September 2006

- Wrote and edited MPCA ASTM Standard Phase I Environmental Assessment reports
- Historical research and phone correspondence with regulatory agency officials
- Performed site visit investigations
- Supervised and performed soil classification and analytical sampling for Phase II limited subsurface Investigations

Consultech Environmental, Inc. - Staff Geologist - November 2002 - April 2004

- Wrote and edited South Carolina DHEC (Department of Health and Environmental Concerns) Tier II and quarterly reports
- Coordinated the collection of access agreements from owners of property surrounding contaminated sites
- Performed soil classification and analytical water sampling
- Supervised drilling operations in the installation of monitoring wells and identification of groundwater contamination plumes

Industry Tenure

- ENV: 2002
- ENG: 2006
- CEG: 2010

Related Experience

- Building architectural documents sets for large scale commercial construction

Industry Experience

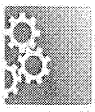
- Office
- Industrial
- Warehouse
- Housing/Multi-family
- Hospitality
- Retail/Wholesale
- Mobile Home
- Assisted Living and Senior Care
- Medical

Special Skills & Training

- Property Condition Assessment Training and Development Coordinator
- Phase I Environmental Site Assessment Training
- HUD Training
- EDR Training
- Parcel Training
- Google Application Proficiency
- Numerous online report formating and process training

Regional Location

- Minneapolis, MN



STRATEGIC INSPECTIONS

DAVID A. PERTUIT, JR., P.E.
CIVIL/STRUCTURAL ENGINEER

SUMMARY Professional engineer with over twenty years of engineering and management experience in the design and analysis for a large array of private engineering projects, specifications preparation, structural computer analysis, cost estimates, bid preparation and evaluation, supervision, consulting and forensic engineering.

EDUCATION B.S.C.E., Washington University in St. Louis, 1998

REGISTRATION
Registered Professional Engineer in Louisiana – Civil Engineering
Registration No. 30989
Registered Professional Engineer in Mississippi
Registration No. 19674
Registered Professional Engineer in New York
Registration No. 088530
Registered Professional Engineer in Texas
Registration No. 114099

PROFESSIONAL EXPERIENCE

Strategic Inspections, LLC
Director of Technical Operations *03/2010 – Present*

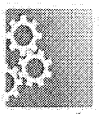
- Conduct quality control reviews of all reserve studies, property condition assessments, and transition studies.
- Conduct reserve studies, property condition assessments, and transition studies.
- Manage all internal and subcontract staff.
- Create scopes of services, proposals, and project bids.
- Deliver final product to client as well as follow up with quality control calls.
- Consult on conference calls and meetings regarding the current reserve status of developments.
- Active participant / speaker in industry associations.
- Conducted reserve study presentations for national lending institutions.
- Created internal reserve study guidelines and quality control systems.
- Performed more than one hundred reserve studies on high profile developments for FHA and Fannie Mae reviews.
- Conducted quality control and reviews for all reserve study funding plans.
- Assisted with the development process and database for a proprietary system that provides clients reserve study predeterminations.

Audubon Engineering, Metairie, LA
Senior Structural Engineer *11/2008 – 10/2010*

- Managed and designed the installation of multiple modules and deck extensions.
- Designed various appurtenances for multiple offshore platforms in the Gulf of Mexico.
- Designed various steel structures and reinforced concrete foundations for chemical and petrochemical plants.

Quick & Associates, Inc., Mandeville, LA
Engineering Manager *2/2004– 11/2008*

- Managed multi-discipline engineering and architect staff. Performed performance reviews, approved expenses and time, reviewed and edited reports prepared by technical staff, and mentored and oversaw performance of technical staff.
- Performed forensic engineering, failure analysis consulting and remedial design preparation associated with structures and foundations. Special expertise in construction induced vibration damage analysis, concrete failure



analysis, construction method and contract performance disputes, storm damage, building code compliance and damage analysis resulting from natural disasters such as hurricanes, tornados, hail storms and earthquakes.
- Managed multi-discipline forensic investigations, including boiler explosions, fire cause and origins, and mechanical equipment failures.
- Evaluated and analyzed over one thousand property damage claims, including catastrophe claims associated with hurricanes, tornados, and hail.

J. Ray McDermott Engineering - New Orleans, LA
Structural Engineer *11/2001 – 2/2004*

- Designed winch support structure, turning sheave support structure, and other miscellaneous Structures for replacing four (4) 1050'-0" mooring chain for ChevronTexaco's Genesis Spar located in 2592' of water.
- Project/Field Engineer for mooring chain replacement for ChevronTexaco's Genesis Spar. Wrote chain replacement procedures and supervised the chain replacement offshore. Worked closely with rigging and welding crews to ensure chain replacement was performed as per written procedures and industry standards.
- Project/Field Engineer for installation of 4-Leg, 8 Skirt pile, 15 Well Drilling Platform and launched jacket located in 665'-0" of water. Created installation manual and reviewed all structural and installation designs.
- Assisted in the design engineering for the TotalFinaElf Carina/Aries platforms. Responsible for the helidecks design, blast walls design, Vent booms design, crane fatigue analysis, and miscellaneous connection details.

Albert-Garaudy and Associates, Inc., Metairie, LA
Civil/Structural Engineer *6/1998 –11/ 2001*

- Designed various appurtenances such as pipe and cable tray racks, stair landings, and various equipment supports and performed load out analysis on deck and jacket for a 3,600-ton six-legged deck for Mobil Chinook project.
- Designed four piled jacket in 58 feet of water for in place, lift, fatigue and transportation conditions and a 144-ft bridge connecting two offshore platforms for Exxon in Galveston Block 209. Supervised installation during GA-209C offshore construction.
- Project Manager and lead Structural Engineer of a multi-discipline Brine Degasifier project for OxyChem Corporation.
- Designed various steel structures and reinforced concrete pile foundations, spread footings, and building foundations for chemical and petrochemical plants.
- Developed cost estimates and proposals and coordinated drafting for projects in the structural department

Manhattan/Gibbs Construction Joint Venture, New Orleans, LA
Field Engineer *5/1997 – 8/1997*

- Assisted in the construction and setting of concrete forms for grade beams and columns for the New Orleans Sports Arena.
- Coordinated with carpenters for laying out grade beams, footings and columns for The Arena.
- Utilized an engineer's level, transit and total station to layout and place grades in grade beams, columns, footings and piles.