CONDOMINIUM OFFERING PLAN
FOR SALE OF RESIDENTIAL UNITS

IN

128 WEST 23RD STREET CONDOMINIUM
A/K/A "GRAYDON CHELSEA"

A Condominium Located at

128-130 West 23rd Street
New York, New York 10011
New York County

30 Residential Units*	$	65,730,000.00
1 Commercial Unit**	$	NA
30 Storage Room Licenses	$	300,000.00
Total Purchase Price of Offering	$	66,030,000.00
Reserve Fund/Working Capital Fund***	$	0.00

*The Condominium includes thirty (30) Residential Units in total, of which twenty-eight (28) are being offered for sale pursuant to the Offering Plan. Two (2) of the Residential Units, Units 8A and 8B are not being offering for sale to the public at this time.

** The Condominium also includes 1 Commercial Unit which is not being offered for sale at this time.

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

Name and Address of Sponsor:	**Name and Address of Selling Agent:**
Gramercy 128 West, LLC **c/o Pan-Brothers Associates** **14 West 23rd Street** **New York, NY 10010**	**Douglas Elliman Real Estate** **575 Madison Avenue** **New York, NY 10022**

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

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

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

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

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SPECIAL RISKS

1. Sponsor is withholding Unit 8A and 8B from sale to the public at this time and it is anticipated that such Units shall be transferred to one or more principals of Sponsor. In the event that such Units are offered for sale to the public in the future, the Sponsor shall amend the Offering Plan accordingly. It is noted that although all Residential Units, except for Units 8A and 8B, are being offered pursuant to the Offering Plan, after Consummation of the Plan, Sponsor has reserved the right to withhold certain Residential Units from sale. In the event that the Sponsor withholds one (1) or more of the Residential Units from sale, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants after Consummation of the Plan and such Units are subsequently offered, Sponsor shall amend the Plan, accordingly, if such Units are offered subject to such tenancies. Currently, there is no timeline for withholding or releasing additional Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Residential Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted in the total number of Residential Units in the Condominium for purposes of such calculation.

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

Sponsor will not use the withholding of Units to deceive the public about percentage of Units that have been sold. Sponsor shall use fifteen percent (15%) of the total Residential Units in the Building rather than fifteen percent (15%) of the number of Units being offered at the time in order to declare the plan effective.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after Consummation of the Plan, there is no commitment on the Sponsor's part to sell more Units than five (5) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium.

Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium because of their different reasons for owning a Unit i.e., purchase as a home as opposed to an investment. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building.

However, as set forth in Article III, Section 1(c) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

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

2. The project is being financed from Sponsor's own funds and construction loan financing from Pacific Western Bank, a California state-chartered bank having an office at 5404 Wisconsin Avenue, 2nd Floor, Chevy Chase, Maryland 20815 (hereinafter the "Construction Lender"). The construction loan closing took place on January 24, 2019. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales price or a percentage of gross or net sales proceeds from the closing of each Unit as required under the loan documents until the loan is paid in full, the Construction Lender will release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without

the consent of the Construction Lender. See the section of the Offering Plan titled "Rights and Obligations of Sponsor," located in Part I of the Offering Plan for further details.

3. It is a special risk of this Offering Plan that so long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than two (2) of the five (5) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. Sponsor shall relinquish voting control of the Board of Managers upon the earlier of (i) the transfer of title to Residential Units, the percentage Common Interest of which, in the aggregate, equals at least ninety percent (90%) of the Common Interest allocated to all Residential Units or (ii) five (5) years after the First Unit Closing. Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) years from the date of the First Unit Closing. See the section of the Offering Plan located in Part I, titled, "Control By Sponsor," for further details.

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

power over the expenses set forth in Schedule B of the Offering Plan and/or, the making of capital repairs to the Common Elements or the assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer. See the section of the Offering Plan located in Part I, titled, "Control By Sponsor," for further details.

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

A Purchaser who is interested in acquiring the right to use a Storage Room must commit to such acquisition at the time the Purchaser executes a Purchase Agreement. Therefore, the Down Payment paid under the Purchase Agreement shall include fifteen percent (15%), or, if applicable, fifty percent (50%), of the Storage Room License Payment (the "License Deposit") as well as fifteen percent (15%), or, if applicable, fifty percent (50%), of the Purchase Price of the Unit. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Room reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and/or Storage Room reservation due to Purchaser's default.

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

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

the actual costs incurred for any special custom work ordered by Purchaser as a part of its liquidated damages even though the total amount of liquidated damages thereby exceeds fifteen percent (15%) or, if applicable, fifty percent (50%), of the total of the purchase price.

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

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

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

6. Pursuant to the Offering Plan, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Ridge Abstract Corp., as agents for Commonwealth Land Title Insurance Company. However, notwithstanding anything herein to the contrary, Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. There shall be no additional cost if Purchaser elects to obtain title insurance from another title insurance company and/or abstract company. See the section titled, "Unit Closing Costs and Adjustments" located in Part I of the Offering Plan for further details.

7. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. At the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations. In the event that Sponsor's financial condition changes and the Sponsor is no longer able to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers will be given, for a period of fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first

became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

The Sponsor will pay all Common Charges, real estate taxes, Special Assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. As set forth in Part I of the Offering Plan, however, Sponsor, where Purchaser has caused an unauthorized delay in closing of title, shall be entitled to certain reimbursement of real estate taxes, Common Charges and interest. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds. If this source proves insufficient Sponsor shall seek funds from the construction lender, if any, or another lender. For a further discussion please consult the section of the Offering Plan located in Part I, titled "Rights and Obligations of Sponsor".

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

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

Further, the fact that a Purchaser's Purchase Agreement will not be contingent upon financing, to the extent permitted by applicable Law, the provisions of the Declaration and By-Laws may comply with certain requirements of the Federal National Mortgage Association ("Fannie Mae") and the Federal Housing Authority ("FHA"). Sponsor, at its sole cost and expense, may, but has not obligated itself, to file applications with Fannie Mae and FHA in order to have the Condominium added to a list of file applications with Fannie Mae and FHA in order to have the Condominium added to a list of "approved" condominiums. There is no guaranty, assurance or obligation that Sponsor will complete said applications or satisfy the criteria for approvals, or in the event that either or both of the Fannie Mae and FHA requirements are satisfied, whether the Condominium will continue to satisfy such criteria. Purchasers should further be advised that if

FHA approval is granted to the Condominium, no more than thirty percent (30%) of the total Residential Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind a Purchase Agreement if for any reason, Sponsor's application to either or both of Fannie Mae and FHA, is not submitted or approved. In addition, in accordance with the requirements of Fannie Mae and FHA, at least ten percent (10%) of the total operating budget for the First Year of Condominium operation is required to be set aside for capital expenditures and replacement reserve fund in order to fund the replacement reserves for capital expenditures and deferred maintenance (the "Reserve Contribution"), as more particularly described in "Schedule B, Projected Budget for First Year of Condominium Operation, Commencing January 1, 2021," located in Part I of the Plan, subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage. There is no guarantee or assurance that the Reserve Contribution will be provided as a line item in the operating budget subsequent to the First Year of Condominium operation or that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA. The Condominium Board reserves the right, in its sole discretion (including without limitation during the time that Sponsor controls the Condominium Board) to use the Reserve Contribution towards any capital expenditures it deems appropriate. However, it is a special risk of this Offering Plan that (i) for so long as Sponsor continues to own at least one (1) Unsold Residential Unit and the Reserve Contribution is established, the Condominium Board must maintain the Major Capital Improvement Reserve Fund and any change in the amount of the Major Capital Improvement Reserve Fund shall be made only with Sponsor's prior written consent, and (ii) the portion of the Reserve Contribution contributed by the Commercial Unit Owner can only be used for the repair and replacement of the General Common Elements. Please see Article VI of the By-Laws of the Condominium set forth in Part II of the Plan for further details.

In general, see the section of the Offering Plan located in Part I, titled "Control By Sponsor," for further details.

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

11. Once issued, the Certificate of Occupancy for the Building shall provide that the Commercial Unit located on a portion of the first floor and a portion of the cellar level of the

Building shall be used for commercial purposes, including, but not limited to, retail or restaurant uses, or for any lawful purpose under the Zoning Resolution of the City of New York, as amended ("Zoning Resolution").

It is a special risk of this Offering Plan that with regard to the Commercial Unit, Sponsor, Sponsor's designee and/or the Commercial Unit Owner has reserved the following rights:

a) to amend the certificate of occupancy for the Building and use the Commercial Unit for any lawful use;

b) to alter and subdivide the Commercial Unit for the use of one or more tenants;

c) in connection with the use of all or part of the Commercial Unit as a restaurant or for cooking purposes, to install a flue/vent louver (or allow a tenant of the Unit to install a flue/vent louver) in the Commercial Unit or on the common areas of the Building;

d) to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary for the lawful use of the Commercial Unit;

e) the right to physically connect (or allow a tenant to physically connect) the Commercial Unit to any property that is adjoining or adjacent to the Building;

f) to replace and use (or allow a tenant to replace and use) all or any portion of the sidewalks, including any plantings and/or planters located thereon, which are directly in front of the Commercial Unit in connection with the use of the Commercial Unit; and

g) the right to an easement in, on and over the Building, to alter, maintain, repaint, replace and/or service the Commercial Unit and any mechanical equipment or facilities located either in the Unit or in the Building.

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Shared Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which case no notice is required, and (vi) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

With respect to subparagraph (v) above, Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall be responsible for any damages resulting from such penetration and entry into the Units and the work performed therein.

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

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

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

In the event Sponsor, or if applicable, Sponsor-designee or successor-Sponsor as to the Commercial Unit, subdivides or makes material changes to the floor plan of the Commercial Unit, Sponsor, Sponsor-designee or successor-Sponsor as to the Commercial Unit shall disclose such changes in an amendment to the Plan prior to offering the Commercial Unit to the public. Further, Sponsor, Sponsor-designee or successor-Sponsor as to the Commercial Unit shall amend the

Declaration and Tax Maps as necessary to reflect such changes. Depending on the nature of the construction work and the needs of any future tenants, said construction work may delay or otherwise impact the procurement of a permanent Certificate of Occupancy for the building.

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

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

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

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

The NYCRPT rate is currently equal to one percent (1%) of the consideration paid for residential real property if such consideration is $500,000.00 or less, and 1.425% of the consideration paid for residential real property where such consideration is greater than $500,000.00. The non-residential rates where consideration is $500,000.00 or less, and where consideration is greater than $500,000.00, are 1.425% and 2.625%, respectively.

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

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

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

family house, an individual condominium unit (including an individual Residential Unit hereunder), or a cooperative apartment, that is or may be used, in whole or in part, as a personal residence, and that, as explained hereinabove, the transfer of a Residential Unit together with a Storage Room License could potentially trigger the non-residential tax rates.

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

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

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

14. Pursuant to the terms of the Offering Plan, Sponsor may declare the Plan effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of five (5) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. The availability of financing to Purchasers may be limited based upon such minimum sales. See the section of the Offering Plan located in Part I, titled "Effective Date of Plan," for further details.

15. Pursuant to the terms of the Offering Plan, the fifteen percent (15%) or fifty percent (50%) downpayment made by Purchaser upon execution of a Purchase Agreement may be increased by the cost of special custom work requested by the Purchaser which is agreed to by Sponsor in its sole discretion, and itemized in the Purchase Agreement. All funds received by Sponsor for such custom work will initially be placed in an escrow account. However, subsequent to Sponsor declaring the Plan effective, the escrowed funds for custom work may be released from the escrow

account to Sponsor as long as Sponsor uses the additional escrowed funds for custom work actually performed. As a result, in the event a Purchaser is entitled to rescind his Purchase Agreement subsequent to the release of the additional escrowed funds, the Purchaser will not receive a refund of any such funds required for the actual costs incurred or due for any special custom work ordered by Purchaser to the extent such funds have already been disbursed or are required to pay for either (i) the custom work already completed or (ii) materials already ordered by Sponsor. Notwithstanding anything herein to the contrary, if the Offering Plan is not consummated for any reason, Purchaser shall not lose any of the Down Payments, including any funds received by Sponsor for upgrades, extras and custom work.

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

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

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

Please note that the Storage Room License is a revocable license.

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

18. In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001, telephone number (212) 564-9800, to serve as the escrow

agent ("Escrow Agent") for Sponsor and Purchaser to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchaser, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at HSBC Bank, N.A., located at 800 Avenue of the Americas, New York, New York 10001 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is titled "D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, Escrow Account for 128 West 23rd Street Condominium" or a similar name ("Escrow Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall place the Deposits in the Escrow Account. Purchasers are advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, it is a special risk of this offer that such Deposits will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Purchaser should consult with the FDIC website and with their attorneys to determine which part, if any, of their funds are insured by the FDIC. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account. See the section of the Offering Plan located in Part I, titled "Procedure to Purchase," for further details.

19. It is a special risk of this Offering Plan that on January 1, 2018, the Tax Cuts and Jobs Act of 2017 went into effect. This federal law significantly changed the previously existing Internal Revenue Code, including the taxes and deductions related to homeownership. With respect to deductions related to ownership of a Residential Unit at the Condominium, please see the tax opinion of Sponsor's Attorneys, set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." As set forth therein, it is the opinion of Sponsor's Attorneys that a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Such Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a

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

Further, the Sponsor's Attorneys have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify. Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" is a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected individual line item expense in Schedule B of the Plan but in such event the possibility of such tax has been provided for as part of the "Contingency" line item set forth in Note 14 of the Notes to Schedule B.

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

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

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

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

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000

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

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

21. The Sponsor will correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit or any Residential Unit Limited Common Element appurtenant to such Unit affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or material materially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit or any Residential Unit Limited Common Element appurtenant to such within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements within one (1) year after the completion of such Common Element at issue. However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation. Notwithstanding anything contained herein to the contrary, any work shall be

comparable to local standards customary in the particular trade and shall be done in accordance with all applicable codes and approved plans and specifications for the Building. Notwithstanding any limitation in the warranties or disclaimers set forth in the Offering Plan to the contrary Sponsor's obligation is to construct the Building in accordance with all applicable law and codes and filed plans and specifications. Any conflict between such limitations or disclaimers and Sponsor's obligation to construct the Building in accordance with all applicable law and codes and filed plans and specifications shall be resolved in favor of the latter. See the section of the Plan titled "Rights and Obligations of Sponsor," located in Part I of the Offering Plan, for further details.

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

It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation will not be based on a fully constructed or complete Building but instead on a partially completed Building. It is assumed for projection purposes that the Property will be fully assessed for the 2021/2022 tax year. Upon 100% completion of the construction by Sponsor, which is assumed to be subsequent to January 5, 2020 but prior to January 5, 2021 for assessment purposes, and the implementation of the post construction actual total assessment of the Property, the post construction actual assessed valuation for all of the Residential Units has been projected by William K. Block, Esq., as $9,365,000.00. Based upon the completion date, this projected actual total assessment for the Property will not be effective until July 1, 2021 for the 2021/2022 tax year. Further, Mr. Block has projected the 2021/2022 tax rate for the Residential Units to be 12.612%. **BASED UPON THE PROJECTED AGGREGATE 2021/2022 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL THE RESIDENTIAL UNITS OF $9,365,000.00 AND A PROJECTED TAX RATE OF 12.612% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2021/2022 TAX YEAR WOULD BE APPROXIMATELY $1,181,114.00 FOR THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) OF SCHEDULE A LOCATED IN PART I OF THE OFFERING PLAN FOR EACH OF THE UNITS.**

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

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

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

See the section of the Offering Plan titled, "Reservation of Air and Development Rights," located in Part I of the Offering Plan for further details.

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

The west façade of the Building has Lot-Line Windows. The west façade is located adjacent to a three story building which could potentially be developed in the future. Additionally, the west façade does not have a legal light and air easement. If future development of the adjacent building along the west façade occurs, the Owners of the affected Units in the Building will be responsible for the cost of sealing the Lot-Line Window(s) located in such Units. The following rooms within the affected Units have Lot-Line Windows.

FLOOR	UNIT	ROOM
6th – 11th	A	M. Bdrm
	B	Kitchen/Living Rm
12th	B	M. Bdrm
		Kitchen/Living Rm
14th	B	M. Bdrm
		Kitchen/Living Rm
15th	B	M. Bdrm
		Kitchen/Living Rm
16th	PH	M. Bdrm
		Living Rm

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

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

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

25. Prospective Purchasers are advised that for a period following the First Unit Closing, some of the services and facilities described in the Plan (such as a full staff of building personnel, the gym/lounge together with its adjacent outdoor terrace and half bathroom, all located at the 2nd floor of the Building) may not be available during the First Year of Condominium Operation. These services will be available within twelve (12) months of the First Unit Closing. However, at all times after the First Unit Closing of a Residential Unit, the lobby will be attended twenty-four (24) hours a day, seven (7) days a week. The interim level of staffing will at all times be adequate to maintain the Building during this period. Though the Condominium’s projected budget set forth in Schedule B in Part I hereof assumes a fully operational building, the actual costs of operation for the First Year of Condominium operation may or may not be lower than as projected in Schedule B in the event the services and facilities described herein are not immediately available. Though Sponsor makes no warranty or representation with respect to the foregoing, in the event of such delay, it is not anticipated that the budget will need to be increased as a result of the

commencement of such services or availability of such facilities. See the section of the Plan titled "Notes to Schedule B" in Part I of the Offering Plan for further details.

26. Unless a special allocation is applicable, the Commercial Unit shall bear 7.5% of the Common Expenses which are designated as "Shared Expenses" in "Schedule B, Projected Budget for First Year of Condominium Operation Beginning January 1, 2021," which is located in Part I of the Offering Plan. The Commercial Unit will be separately metered for all consumption of electricity and the Commercial Unit Owner will be solely responsible for the payment of the cost for such electricity. Although initially there will not be separate metering or submetering for gas service to, and water consumption in, the Commercial Unit, when the Commercial Unit is separately metered or submetered for gas consumption related to its heat, hot water and other gas usage and water consumption, together with related sewage charges in the Commercial Unit, the Commercial Unit shall be responsible for the cost thereof. Prior to the occupancy of the Commercial Unit, the Sponsor and/or the Commercial Unit Owner shall install or cause its tenant to install such meters and/or submeters. Until such time, the Commercial Unit owner shall only be required to pay for its estimated share of the cost of gas and water consumption in the Commercial Unit as set forth in Schedule B prior to the time that the Commercial Unit is occupied and separately metered and/or submetered for such utilities, and subsequent to such time, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters. Further, pursuant to the By-Laws of the Condominium, the Commercial Unit Owner is solely responsible for the payment of "Commercial Common Expenses," together with the costs of the utilities described above, which include the cost of snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, including but not limited to, the repair, maintenance and replacement of a service elevator installed at a future date which is located in and is part of the Commercial Unit, which is solely attributable to the Commercial Unit and not a Shared Expense. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the aggregate Expenses for the Commercial Unit only include those items that are Shared Expenses and do <u>not</u> include those items which are Commercial Common Expenses. Upon the installation of a separate meter and/or sub-meter for the utility consumption of the Commercial Unit, the Sponsor shall disclose such installation in an amendment to the Offering Plan.

Those expenses set forth in Schedule B which are borne solely by all the Residential Unit Owners are referred to in the Plan as "Residential Common Expenses." Pursuant to the By-Laws of the Condominium, the Residential Common Expenses include all expenses or allocated expenses arising from the employment of one or more employees of the Condominium, other than one (1) visiting superintendent, including, but not limited to, one (1) porter and any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; electrical consumption in the Common Elements; residential garbage collection; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial

Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and gas consumed in the Common Elements; gas consumption for cooking in the Residential Units; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the gym/lounge, its adjoining half bathroom and adjacent outdoor roof terrace located at the 2nd floor of the Building, and any other amenities located at the Building; and any other expense which is not a Shared Expense attributable to the Residential Units only or as provided for in the Plan and/or By-Laws of the Condominium.

With respect to allocation of expenses, other than for the special allocation of specific expense items, including but not limited to, (i) electricity which is to be separately metered or submetered for the Commercial Unit and paid for by the Owner or tenant(s) thereof, (ii) gas and water usage which shall initially be metered collectively with a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of usage and cost allocated to the Commercial Unit until such time that the Commercial Unit is separately metered or submetered, (iii) the exception of the Commercial Unit from the contribution for the expenses related to (a) the employees of the Building other than the visiting superintendent; and (b) the repair, maintenance or replacement of the Residential Limited Common Elements or the Residential Unit Limited Common Elements, and (iv) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the other Units and the common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit.

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

Further, Sponsor anticipates the occupancy of the Commercial Unit prior to the issuance of a permanent certificate of occupancy for the Building.

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

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

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

Recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 10 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law. The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the option of a 90 day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. As a result of the additional floors, the completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building much be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

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

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

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

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

For avoidance of doubt, as to any unsold Storage Room Licenses, Sponsor will not be required to pay Storage Room License Fees until either (i) the Storage Room is occupied by a "Permitted User" as defined in the Form of Storage Room License set forth in Part II of the Plan or (ii) in the event that the Sponsor leases a Residential Unit in the Building following the Consummation of the Offering Plan and permits such tenant to utilize a Storage Room, a Storage Room License shall be issued to Sponsor and the Sponsor shall begin paying the applicable Storage License Fee in accordance with the terms hereof.

Sponsor makes no representation that the size of a Storage Room as set forth on Schedules A-1, will accommodate the items which a Purchaser intends to store in the Storage Room. Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Storage Room under contract) to reconfigure, change, combine, relocate and/or modify any Storage Room, including, but not limited to, increasing the number of Storage Rooms, in its sole discretion in order to sell, assign and/or lease any Storage Room.

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

30. It is a special risk of this Offering Plan that the approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A is a gross square footage of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls at the Building or at the exterior face of the aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical

pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions facing Common Elements separating a Unit from public corridors, stairs, elevators, refuse room, refuse chute, and other mechanical equipment spaces or any Common Elements not located within a Unit. Common Elements located within a Unit shall not be considered part of a Unit; however the respective area of any such Common Elements is not deducted from the gross floor area of each Unit. For purposes of clarification and to avoid any doubt, the refuse room and the corridor adjacent to the elevators and fire staircase at the PH level of the Building are part of the PH Unit and such areas are not a Common Element of the Building. Such corridor which is part of the PH Unit is subject to an easement for emergency fire egress purposes. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the underside of the concrete floor slab above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages reflected in Schedule A are not measured from the interior face of the interior or exterior walls and therefore significantly exceed the useable floor area of each Unit.

Additionally, it is a special rick of this Offering Plan that the elevators will be on a wireless fob system thereby limiting access to the PH Unit, the corridor between the elevators, the egress stair and secondary bedrooms. This limited access area will also function as a hallway of the PH Unit. The egress stair door will be on fail safe locks allowing for free access to the egress stair from within the Unit but there is no access to the Unit from the stair unless in case of an emergency. See the "Description of Property and Improvements" set forth in Part II of the Plan for further details.

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

Please note that all measurements set forth in the Plan are approximate within reasonable tolerances.

See Note 3 to Schedule A in Part I of the Plan and Paragraph 5 of the Declaration in Part II for further details.

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

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

32. It is a special risk of this Offering Plan that the Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor and its principals shall complete construction and obtain a permanent Certificate of Occupancy ("PCO") for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy ("TCO"), as same may be renewed, replaced or extended, expires. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire Building within such two (2) year period. If, at the time of closing of title to a Residential Unit Sponsor has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so

determined. The use of the foregoing alternative security or collateral will be previously disclosed in an amendment to the Offering Plan accepted for filing by the Department of Law of the State of New York.

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

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

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

33. The First Year of Condominium operation is estimated to be January 1, 2021 through December 31, 2021. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Residential Closing may occur sooner or later than the projected First Year of Condominium operation and closing to certain Residential Units may occur substantially before or after closings for other Residential Units.

The Sponsor anticipates that the First Unit Closing will occur on or about January 1, 2021. Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing; or (ii) the projected date of the First Unit Closing occurs later than December 31, 2021, twelve (12) months after the projected date for the First Unit Closing. If the Plan is amended to provide for a

later projected date for the First Unit Closing, purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond that amended, later date.

However, if the First Unit Closing occurs before January 1, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSECTIVE PRUCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

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

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

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

36. It is a special risk of the Offering Plan that the Storage Rooms are located on the cellar level of the Building and Sponsor cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Unit Owners who place items in the Storage Rooms do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. See the Notes to Schedule A-1 located in Part I of the Plan for further details in this regard.

37. In addition to Sponsor, the individual principals of Sponsor are required by the Department of Law to execute the Certification by Sponsor and Sponsor's Principals ("Certification") set forth in Part II of the Plan, solely in connection with enforcement by the Department of Law of Article 23-A of the General Business Law (the "Martin Act"). The principals of Sponsor who have executed the Certification expressly disclaim the existence of any private right of action in

connection with or arising from their execution of the Certification. As decided by the unanimous appeals court in the recent case entitled Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al., 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), Appellate Division, First Department, individual principals of a sponsor are not personally liable for claims (as described in the case and pleadings) by individual unit owners or the Condominium Board to the extent such claims are premised solely on alleged violations of an offering plan and the certification of sponsor and principals contained in the offering plan, absent liability under another statute or under an alter-ego or other veil-piercing theory. See the section of the Plan in Part I titled "Rights and Obligations of Sponsor" for further details in this regard.

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

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

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

41. It is a special risk of this Offering Plan that a Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium (sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Unit Owner has been offered. Such right of

first refusal is hereinafter described in the section located in Part I of the Offering Plan titled "Rights and Obligations of Unit Owners."

42. It is a special risk of this Offering Plan that a Purchaser of a Unit shall pay the legal fee of Sponsor's attorneys in the amount of $3,000.00 per Unit, payable to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of Purchaser, Purchaser's attorney, Purchaser's lender, or title company. Furthermore, a legal fee of $350.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable by Purchaser for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any. The additional fee for a cancellation is only applicable if the Purchaser is at fault for the cancellation. See the section of the Plan in Part I titled "Unit Closing Costs and Adjustments" for further details.

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

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

45. An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under this Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement shall also contain a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. See the section of the Plan titled "Interim Use and Occupancy Agreements," located in Part I, for further details.

46. It is a special risk of this Offering Plan that a mortgage may be made with a reputable private lender other than the Sponsor or selling Residential Unit Owner subsequent to the obtaining of written permission from either the Sponsor, at its sole discretion, prior to Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, at its sole discretion. All Purchase Agreements shall not be contingent upon financing pursuant to the terms of the Offering Plan. See the section of the Plan in Part I titled "Rights and Obligations of Unit Owners" for further details.

47. It is a special risk of this Offering Plan that pursuant to the terms of the form Purchase Agreement set forth in Part II of the Plan that prior to, and for twelve (12) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale. This provision is to survive closing of title to the Unit, and shall apply for so long as Sponsor owns at least one (1) Unsold Unit. Notwithstanding the foregoing, Sponsor shall consent to the sale of a Unit prior to the expiration of said twelve (12) month period in the event of (i) an involuntary relocation of the Unit Owner's primary place of employment to a location over fifty (50) miles from the Property if the location of the Unit Owner's primary place of employment is within fifty (50) miles of the Property at the time of the purchase of the Unit, (ii) an involuntary loss of Purchaser's primary means of employment, or (iii) the death of the Purchaser. Sponsor's consent shall be conditioned upon all profits from the sale of the Unit (minus customary closing costs and expenses) belonging to Sponsor. If Purchaser violates this provision, the Sponsor shall have such remedies as Sponsor shall be entitled to at law or in equity, including but not limited to, specific performance or an action for damages. See the section of the Plan in Part I titled "Assignment of Purchase Agreements" for further details.

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

49. It is a special risk of this Offering Plan that pursuant to the terms of the form Purchase Agreement set forth in Part II of the Plan the Sponsor and/or Purchaser shall be excused from timely performing any obligation or undertaking provided for in the Purchase Agreement and/or under the Offering Plan, as amended, for so long as such performance is prevented, delayed or hindered by the following occurrences or similar or dissimilar occurrences which are not within the control of Sponsor: an act of God, weather, fire, flood, explosion, war, riot, sabotage, outbreaks, epidemics, pandemics, order(s) of public authority having jurisdiction implementing shelter-in-place rules, requirements and/or quarantine measures, 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, government prohibitions, governmental restrictions, governmental orders, governmental preemptions or governmental approvals, strike, lockout, action of labor unions or any other cause. Purchaser's and Sponsor's time to perform such delayed obligations or undertakings shall be tolled for the length of time during which such performance and/or obligation was excused in accordance with this sub-paragraph or as otherwise determined in a final decision or order issued by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order (collectively, the "Tolling Period").

Notwithstanding anything to the contrary contained herein, nothing herein shall be construed to limit any rights which Purchaser may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and/or the Offering Plan, (collectively, "Article 23-A") except as otherwise ordered by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order. However, Purchaser agrees that should any right of rescission which accrues pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and/or the Offering Plan as a result of Sponsor's inability to timely consummate the Offering Plan pursuant to its terms during the Tolling Period, Sponsor shall not be obligated to offer such right of rescission until: (i) the Tolling Period has expired, and (ii) subsequent to that expiration of the Tolling Period, a period of time equal to the length of time of the Tolling Period (collectively the "Delay Period"). For the avoidance of doubt and as an example, if the Tolling Period is sixty (60) days, then the Delay Period shall be one hundred and twenty days (120) days and Purchaser's right to rescind the Purchase Agreement pursuant to Article 23-A shall not arise until the expiration of the Delay Period. However, if Sponsor is not able to consummate the Offering Plan pursuant to its terms within the Delay Period, Purchaser must be granted the right of rescission in accordance with the terms of the Offering Plan and in the event that the Purchaser exercises such rescission right, the Sponsor must timely return the down payment as provided in the Offering Plan and the Purchase Agreement. However, if Sponsor is able to consummate the Offering Plan pursuant to its terms prior to expiration of the Delay Period, Purchaser agrees to waive any rescission right and close title to the Unit in accordance with the terms of the Purchase Agreement even though the aforementioned rescission right may have accrued pursuant to Article 23-A.

Purchasers are advised that executing a purchase agreement that includes the foregoing provisions may impact the Purchaser's ability to close on her/his unit in the time frame originally contemplated in the purchase agreement and may limit the Purchaser's remedies for any such delay in the closing date. The Attorney General strongly recommends that Purchasers consult with their attorneys regarding any risks associated with executing a purchase agreement containing the foregoing provision prior to executing the purchase agreement.

INTRODUCTION

General

Gramercy 128 West, LLC, a limited liability company organized under the laws of the State of New York, hereinafter the "Sponsor," presents this Plan with the intention of setting forth herein all material information relating to the conversion to Condominium ownership of the land and building being newly constructed (the "Building") located at 128-130 West 23rd Street, New York, New York 10011. The Building will also be known as the "Graydon Chelsea." Specifically excluded from such conversion are any unused transferable air rights and/or development rights pertaining to the land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. See the section of the Plan titled "Reservation of Air and Development Rights," located hereinafter. The Property consists of two (2) parcels of land which are more particularly described as being rectangular in dimension and located along the southerly side of West 23rd Street distant 275 feet westerly from the corner formed by the intersection of the southerly side of Avenue of the Americas and southerly side of West 23rd Street. The aggregate site is approximately 4,937.50 square feet, with approximately 50 feet of frontage on the southerly side of West 23rd Street. Based on Sponsor's review of the Attorney General's offering plan database, the Property located at 128-130 West 23rd Street, New York, New York 10016 was not the subject of a prior public offering.

The land, Building and appurtenances are hereinafter sometimes referred to as the Property and/or the Condominium. The Plan may be amended from time to time to reflect changes in the terms of the offering when such amendment is filed with the New York State Department of Law. The Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of five (5) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units offered under the Plan. The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of twenty-four (24) Residential Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

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

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

The Condominium

The land, and the Building thereon which is being newly constructed, is owned by Gramercy 128 West, LLC, which acquired the two parcels which comprise the Property from (i) 128 West 23rd Street LLC (as to 128 West 23rd Street), by deed dated September 16, 2014 and recorded on September 26, 2014 in as CRFN 2014000319468, and (ii) 130 West 23rd Street LLC (as to 130 West 23rd Street), by deed dated October 11, 2017 and recorded on October 26, 2017 in CRFN 2017000395166.

Accordingly, Gramercy 128 West, LLC is the sponsor (the "Sponsor") of this Plan.

All of the aforementioned Residential Units are intended to be sold as condominium units in accordance with this Plan at the prices noted in Schedule A. Schedule A is located in Part I of the Offering Plan. Additionally, all of the Storage Room Licenses, which are revocable licenses, are intended to be sold in accordance with this Plan at the prices noted in Schedule A-1, which is also located in Part I of the Offering Plan. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

Sponsor is withholding Unit 8A and 8B from sale to the public at this time and it is anticipated that such Units shall be transferred to one or more principals of Sponsor. In the event that such Units are offered for sale to the public in the future, the Sponsor shall amend the Offering Plan accordingly. It is noted that although it is the intent of Sponsor that all Residential Units, except for Units 8A and 8B, be offered for sale pursuant to this Offering Plan, subsequent to the Consummation of the Plan, Sponsor is hereby reserving the unconditional right to withhold certain Residential Units from sale. In the event the Sponsor withholds one or more of the Residential Units from sales, Sponsor shall amend the Plan to disclose which Units are being withheld. If Sponsor leases certain Residential Units to tenants and such Residential Units subsequently are offered, Sponsor shall amend the Plan, accordingly, if such Residential Units are offered subject to such tenancies. Since there are only thirty (30) Storage Room Licenses being offered for sale, Sponsor is hereby also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual purchaser. A Storage Room License will only be sold by Sponsor to a Purchaser of a Residential Unit. Currently, there is no timeline for withholding or releasing additional Residential Units onto the market. Should any of Sponsor's marketing or advertising materials concerning the Condominium refer to a percentage of Units sold, any Residential Units that are not being offered for sale to the public at that time shall be counted in the total number of Residential Units in the Condominium for purposes of such calculation.

Although Sponsor shall make a good faith effort to sell the Residential Units to purchasers who will occupy their Units as their personal residences ("owner-occupant"), prospective purchasers should be aware that the decision to sell, not to sell or rent any Unit shall be made by the Sponsor based upon its evaluation of market conditions and its own financial considerations and shall be in the sole discretion of the Sponsor. In the event that Unsold Units are not offered for sale they may be rented at such rents as the Sponsor determines and market conditions allow.

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

Sponsor will not use the withholding of Units to deceive the public about percentage of Units that have been sold. Sponsor shall use fifteen percent (15%) of the total Residential Units in the Building rather than fifteen percent (15%) of the number of Units being offered at the time in order to declare the plan effective.

Additionally, because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after Consummation of the Plan, there is no commitment on the Sponsor's part to sell more Units than Units than five (5) Residential Units, which represents a minimum of at least fifteen percent (15%) of the Units necessary to declare the Offering Plan effective and as a result owner-occupants may never gain effective control of the Condominium.

Owner-occupants and non-resident owners, such as Sponsor, may have inherent conflicts on the management of the Condominium because of their different reasons for owning a Unit i.e., purchase as a home as opposed to an investment. Further, pursuant to the terms of the Offering Plan and By-Laws of the Condominium, the Board of Managers has no right to approve or reject the sale of a Unit to a prospective purchaser and therefore there is no limit as to the number of "investor" or "non-occupant owners" of Units in the Building.

However, as set forth in Article III, Section 1(c) of the By-Laws of the Condominium which are set forth in Part II of the Offering Plan, subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint thereunder, must

be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board Members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

The project is being financed from Sponsor's own funds and construction loan financing from Pacific Western Bank, a California state-chartered bank having an office at 5404 Wisconsin Avenue, 2nd Floor, Chevy Chase, Maryland 20815 (hereinafter the "Construction Lender"). The construction loan closing took place on January 24, 2019. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales or a percentage of gross or net sales proceeds from the closing of each Unit until the loan is paid in full, the Construction Lender will release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

It is the intention of Sponsor to newly construct a mixed-use commercial/residential building at the Property, consisting of sixteen (16) designated floors (fifteen (15) structural floors) plus a cellar, main roof and roof bulkhead levels. Sponsor shall submit the Property to the provisions of the Condominium Laws of the State of New York.

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

The proposed condominium will contain, amongst other space, thirty (30) Residential Units. The third, fourth, fifth, sixth and seventh floors will contain three (3) Residential Units, while the eighth, ninth, tenth, eleventh, twelfth and designated fourteenth floor will each contain two (2) Residential Units. The one (1) Residential Unit on the designated sixteenth floor will be

known as PHA. PHA is a duplexed Unit with stair bulkhead space at the main roof of the Building above accessing its private roof terrace. Each level of PHA is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are one-, two- or three-bedroom Units. Thirteen (13) of the Residential Units have adjacent private balconies and/or terraces which are directly accessed from those Units. The private balconies and/or terraces shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private balconies and/or terraces adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material. Please see Schedule A hereinafter for more detail as to Limited Common Elements for the exclusive use of individual Unit Owners. Two (2) of the Residential Units, Units 8A and 8B, are not being offered for sale to the public at this time. The Sponsor or its designee may at some future date offer Unit 8A and/or 8B for sale, but shall amend the Offering Plan prior thereto to reflect such offer.

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

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

Common Elements of the Condominium located on the cellar level, first floor and the upper floors of the Building will include, but not be limited to, the common hallways, stairways, two (2) passenger elevators, any vestibules and lobbies, storage rooms and closets, and various mechanical rooms. The Building will also contain a bike storage room, a common half bathroom, an office for the Superintendent and a common tenant storage room containing in the aggregate thirty (30) individual Storage Rooms.

Common Elements, amongst others, located at the first floor level include the main residential entrance to the Building located on West 23rd Street, the residential vestibule and lobby, the concierge area, the mail area and package room, the elevator lobby, the two (2) passenger elevators at the central core of the Building as well as common service or public corridors and fire staircases.

Common Elements located at the second floor of the Building include, but are not limited to, a half bathroom and gym/lounge with its adjacent outdoor terrace area and an outdoor mechanical area for the Commercial Unit. The passenger elevators, elevator lobby, refuse room, except to the extent it is part of a Unit, with compactor chute, any mechanical rooms or equipment closets, fire staircases and public corridors, except to the extent it is part of a Unit, on each floor

above the first floor are also Common Elements of the Building. Located at or above the main roof level of the Building is the common outdoor terrace, the elevator machine room, cooling towers, if any, together with other mechanical rooms and equipment and/or fans which are also Common Elements.

See the section of the Offering plan titled "Description of Property and Improvements," located in Part I of the Plan, for a more detailed description of the Common Elements of the Building.

The Common Elements shall either be for the use of all the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Pursuant to the terms of the Offering Plan and the Declaration of the Condominium, Limited Common Elements which are for the exclusive use of all of the Residential Unit Owners will be designated "Residential Limited Common Elements" while Limited Common Elements for the exclusive use of the Commercial Unit Owner shall be designated "Commercial Limited Common Elements." Any Limited Common Element for the exclusive use of an individual Residential Unit Owner will be designated as a "Residential Unit Limited Common Element." Some of the Residential Units shall have a private balcony and/or terrace adjacent thereto.

Other than the public or common roof terrace located at the main roof of the Building, the half bathroom, the gym/lounge with its adjacent outdoor terrace area, located at the second floor of the Building, the bike storage room located at the cellar level, and the common storage room with individual storage rooms therein located on the cellar level, there are no other common recreational areas or facilities at the Property. Further, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the balconies and/or terraces described above.

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

Features of Condominium Ownership

The Purchaser of a Residential Unit, hereinafter referred to either as a "Unit Owner" or "Residential Unit Owner," owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in the Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York.) The Residential Unit Owner or Commercial Unit Owner, as the case may be, owns

the Unit in fee and is entitled to the exclusive possession thereof. He is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roofs, (hereinbefore and hereinafter called "Common Elements"). Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of Article 9-B of the Real Property Law of the State of New York ("the Condominium Act"). Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements," which pursuant to the Plan and Condominium Declaration are either "Residential Limited Common Elements," "Commercial Limited Common Elements" or "Residential Unit Limited Common Elements." The Plan provides that individually defined balconies and/or roof terraces which are adjacent to and directly accessed from certain Residential Units shall be a Residential Unit Limited Common Elements for the exclusive use of individual Residential Unit Owners. Additionally, a common or public terrace located at the main roof of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. Other than the balconies and/or terraces as described above, there are no other balconies or terraces at the Property. However, other Limited Common Elements include, but are not limited to, a half bathroom, a gym/lounge with it adjacent outdoor terrace area and a mechanical space for the Commercial Unit, all located at the second floor of the Building, and a bike storage room located at the cellar level which are either for the exclusive use of all of the Residential Unit Owners or the Commercial Unit Owner. Additionally, the storage room located at the cellar level, containing individual storage rooms therein, are for the exclusive use of individual Residential Unit Owners who purchase Storage Room Licenses.

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

A Residential Unit Owner can sell or lease his Unit to anyone, without restriction or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium

(sometimes herein referred to as the "Condominium Board" or the "Board of Managers") at the same price and terms the Owner has been offered. Such right of first refusal is hereinafter described in the section of the Offering Plan titled "Rights and Obligations of Unit Owners." He can alter and decorate the interior of his Unit in any way he desires, subject to local codes, and he is obligated for the cost of his own interior decoration, maintenance and repair after closing. Each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Residential Unit Owner, like a home owner, may, under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him, subject, however, to certain exceptions and limitations that are more particularly set forth in the Section of Part I of the Offering Plan titled "Counsel's Income Tax Opinion Letter." The Board of Managers of the Condominium will assess against each Unit Owner, in proportion to his respective percentage of Common Interest or Contributing Share, as the case may be, as defined in the section of the Plan titled "Definitions," charges (hereinafter called "Common Charges") for the maintenance of the Common Elements and for the operating costs of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Section 339(i) and 339-m and each Unit Owner shall be obligated to pay such Common Charges. Each Unit Owner, including the Commercial Unit Owner, will pay for all electricity consumed within his own Unit, the charges for which shall be separately metered.

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

Commencing with the second year of the term of the Storage Room License, the Board of Managers has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the remaining term of the Storage Room License. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The Storage Room License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th)

month following the date of the Storage Room License and will continue for the following twelve (12) months. Thereafter the Board of Managers may increase the License Fee annually, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms. Such License Fee shall only be applicable subsequent to the lawful occupancy or use for such areas of the Building. Please note that the Storage Room License is a revocable license.

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

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

Further, Sponsor makes no representation that the size of a Storage Space as set forth in Schedule A-1 will accommodate the items which a Purchaser intends to store in the Storage Room.

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

The Board of Managers of the Condominium shall be elected by the Unit Owners with the number of votes allocated to each Unit Owner determined by their percentage of Common Interest. The Board of Managers shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the

adoption of Rules and Regulations covering the Condominium. Please see the section of the Offering Plan entitled “Rights and Obligations of Board of Managers/Summary of By-Laws” for further discussion.

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

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

DEFINITIONS

As used in the Offering Plan the following terms shall have the meanings respectively ascribed to them. However, additional defined terms appear throughout the Offering Plan, including as set forth in Part II of the Plan, the Form Purchase Agreement and Exhibit thereto, the Form of Unit Deed and Power of Attorney, the Declaration of Condominium and By-laws attached thereto and the Rules and Regulations of the Condominium. As such, those defined terms shall have the meanings ascribed to them therein.

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 128 West 23rd Street Condominium, a condominium being newly constructed at 128 West 23rd Street, New York, New York 10001. The Building will also be known as the "Graydon Chelsea."
"Commercial Common Expenses"	-	As set forth in the By-Laws of the Condominium, the Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; electrical consumption in the Commercial Unit for which the Commercial

Unit shall be separately metered; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of Commercial Limited Common Elements; and any other expense, including, but not limited to, the repair, maintenance and replacement of a service elevator installed at a future date which is located in and is part of the Commercial Unit, which is not a Shared Expense and attributable to the Commercial Unit only.

"Commercial Unit"	-	An area designated on the first floor and a portion of the cellar level of the Building, which shall be owned in fee simple absolute. According to the terms of the Offering Plan, there shall be one (1) Commercial Unit.
"Commercial Unit Owner"	-	The Person owning the Commercial Unit in fee simple absolute.
"Common Charges"	-	In the case of the Residential Units, each Unit Owner's proportionate share or Contributing Share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Residential Unit Owners together with each Residential Unit Owner's proportionate share or Contributing Share of the Residential Common Expenses (as defined in the Condominium Documents); In the case of the Commercial Unit, each Commercial Unit Owner's proportionate share of the Shared Common Expenses (as defined in the Condominium Documents), payable by the Commercial Unit Owner together with the payment by the Commercial Unit Owner of its proportionate share or Contributing Share of the Commercial

Common Expenses (as defined in the Condominium Documents).

"Common Elements"	-	All portions of the Property other than Units. Common Elements are comprised of General Common Elements and Limited Common Elements.
"Common Expenses"	-	(a) Expenses of operation of the Property, and (b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.
"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 128 West 23rd Street Condominium.
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Consummation of the Plan"	-	Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.

"Contributing Share"	-	(a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units. (b) In the case of the Commercial Unit, and in the event that there is more than one (1) Commercial Unit, the Commercial Unit's or each Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. The Commercial Unit Owner's or each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all the Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Units.
"Declaration"	-	The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.
"Eligible Holder"	-	A holder, insurer or guarantor of a first mortgage on a Unit.
"Equal or Better Quality"	-	This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.
"Facility" or "Facilities"	-	As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the

following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.

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

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

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

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

(1) The land on which the Building is physically erected, including rear or side yard areas, if any, and all other lands comprising the Property, if any. Specifically excluded are any unused transferable air rights and/or

development rights pertaining to the Land and Building, which rights are being reserved by Sponsor for itself and any successors or assigns. Yard areas or other areaways at the Property, if any, are not intended for public use except for fire egress purposes; and are subject to the easement rights, if any, in favor of the Sponsor or a Sponsor-designee or the Commercial Unit Owner;

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

wall ceiling of the Commercial Unit is attached; the entrances to and exits from the Building, including the service entrance and/or second means of ingress and egress located at the front of the Building, which are not specifically designated as Limited Common Elements; all cellar or first floor areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric room, the gas room, the water sprinkler room, telecom room and the ARC system room, including any and all related Facilities located in such rooms and located at the cellar level; the detention tank located at the cellar level of the Building; the gas meters, water meters and electric meters at the cellar level, if any, except to the extent included below as Limited Common Elements;

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

(5) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated sixteenth floor and the main roofs and/or other roofs of the Building, which service both the Commercial Unit and the

Residential Units or the General Common Elements;

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

(7) All sewer pipes and drainage pipes;

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

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

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

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

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or

of any other governmental, public, or quasi-public authorities, including the Landmarks Preservation Commission, having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

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

(1) Residential Limited Common Elements:

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

of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated below as Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other

planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress and egress purposes and for any other lawful purpose;

(1b) Other than the service entrance and/or second means of ingress or egress located at the front of the Building, the common public corridors and fire staircases located at the first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

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

(1d) The common storage room for the Building, office for the superintendent, and half bath located at the cellar level, and all other rooms,

areas, spaces and other parts of the Building, which are not Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

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

(1g) The trash compactor room and trash compactor machinery and related

Facilities located at the cellar level of the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

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

(1j) The main residential entrance, together with its canopy, if any, located on the West 23rd Street side

of the Building, the residential lobby together with the adjoining elevator lobby, mail area and package room, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The half bathroom and gym/lounge with its outdoor adjacent terrace, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

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

(1n) Any and all roofs of the Building, including, but not limited to, those

portions of the roofs which are below the common roof terrace which are for the exclusive use of all of the Residential Unit Owners;

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

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

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

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

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

(1t) All installations or Facilities on the Property outside the Units for services such as gas, power, light,

cable television, heat, telephone and water, except to the extent that they are designated below as Commercial Limited Common Elements;

(1u) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

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

(2) Commercial Limited Common Elements:

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

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

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

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

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

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

(3) Residential Unit Limited Common Elements:

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

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

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

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

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

respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

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

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

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

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

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

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

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

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

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

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

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

"Residential Common Expenses" - As set forth in the By-Laws of the Condominium the Residential Units shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from the employment of one or more employees of the Condominium, other than one (1) visiting superintendent, including, but not limited to, one (1) porter and any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all

of the Units; electrical consumption in the Common Elements; garbage collection for the Residential Units; vault charges, if any, attributable to vaults adjacent to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for cooking in the Residential Units and gas consumed in the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the gym/lounge, its adjoining half bathroom and adjacent outdoor roof terrace located on the 2nd floor of the Building and any other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided in the By-Laws.

“Residential Unit”	-	A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.
“Residential Units”	-	Collectively, all the apartments in the Building.
“Residential Unit Owner”	-	Means the person, persons or entity owning a Residential Unit in fee simple absolute.

"Rules and Regulations"	-	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Douglas Elliman, LLC is the Selling Agent pursuant to the terms of the Offering Plan.
"Shared Expenses"	-	The annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities in the Building shared with or provided to the Commercial Unit by the Condominium which include the expenses set forth in the Projected Budget for First Year of Operation, Schedule B and Schedule B-1 and notes thereto included in the Offering Plan, as same may be amended from time to time.
"Sponsor"	-	The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; Gramercy 128 West, LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee in relationship to the Units which such Sponsor-designee owns shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall be deemed to be a Sponsor with the rights and obligations of a Sponsor only in relationship to the Units which such Sponsor-designee owns. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and obligations and any such designee shall also be deemed a "Sponsor-designee."
"Storage Room"	-	Refers to the individual storage rooms located at the cellar level of the Building which will be made

		available for the exclusive use of a Residential Unit Owner pursuant to the Storage Room License and which constitute Limited Common Elements.
"Storage Room License"	-	Refers to the license to be granted to a Residential Unit Owner evidencing the Residential Unit Owner's right to use a Storage Room.
"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private balcony and/or roof terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.
"Unit Deed"	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the floor plans.
"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective owners of the Residential Units and the Commercial Unit.
"Unsold Units"	-	Any Unit owned by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Property which previously consisted of two (2) parcels, has an aggregate area of approximately 4,937.50 square feet with approximately 50 feet of frontage along the southerly side of West 23rd Street. The Property upon which the Condominium will be situated is rectangular in dimension and the development site is located approximately 275 feet westerly from the corner formed by the intersection of the westerly side of Avenue of the Americas and the southerly side of West 23rd Street.

The Sponsor is constructing a new building to be situated at the Property. The new building will be a mixed use commercial/residential building, consisting of sixteen (16) designated floors (fifteen (15) structural floors) plus a cellar level, main roof and roof bulkhead levels. As shown on the Floor Plans (defined hereinafter), the floors of the Building are designated cellar, ground or first floor, second floor through the twelfth floor, then the fourteenth floor through the sixteenth floor which will also be known as the penthouse level. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the new Building. All floor references in the Declaration and in the By-Laws of the Condominium to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in this Declaration and the By-Laws of the Condominium. Further, pursuant to such designations, the sixteenth floor (structural fifteenth floor) shall be designated as the penthouse floor while the main roof levels will be comprised of a common outdoor roof terrace for the exclusive use of all of the Residential Unit Owners, a stair bulkhead which is part of the penthouse Unit providing access to its private roof terrace, plus mechanical rooms, mechanical equipment, condenser units and the cooling towers, if any, for the Building. Additionally, the second floor of the Building will contain a mechanical terrace for the Commercial Unit and certain recreational amenities, including, a gym/lounge, a half bathroom, and outdoor rear terrace, while the cellar level contains a common storage room with individual storage rooms therein, and a bike storage room, all of which will be for the exclusive use of either individual Residential Unit Owners or all of the Residential Unit Owners.

The newly constructed Building shall be comprised of one (1) commercial unit (the "Commercial Unit") and thirty (30) residential units (the "Residential Units"), plus other common elements of the Building as defined herein (the "Common Elements"). The Common Elements shall either be for the use of all of the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements"). Two (2) of the Residential Units, Units 8A and 8B, are not being offered for sale to the public at this time.

The Commercial Unit will be located on those portions of the first floor and the cellar level of the Building which are not Common Elements. The third, fourth, fifth, sixth and seventh floors will contain three (3) Residential Units, while the eighth, ninth, tenth, eleventh, twelfth, designated

fourteenth and fifteenth floors will each contain two (2) Residential Units. The one (1) Residential Unit on the designated sixteenth floor will be known as PHA. PHA is a duplexed Unit with stair bulkhead space at the main roof of the Building above accessing its private roof terrace. Each level of PHA is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are one-, two- or three-bedroom Units. Thirteen (13) of the Residential Units have adjacent private balconies or terraces which are directly accessed from those Units. The private balconies or terraces shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private balconies or terraces adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

The Building being newly constructed is projected to be completed by the end of December of 2020. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class 1B (Fireproof-Non-Combustible) construction. A new Certificate of Occupancy will be obtained by the Sponsor and its principals upon final completion of the project. Additionally, the Sponsor and its principals will extend the temporary certificate of occupancy for the Building until the permanent certificate of occupancy is issued.

The Building has a cellar level consisting of a part of the Commercial Unit, including a half bathroom, and portions of the Common Elements. The Common Elements located at the cellar level of the Building include, but are not limited to, tenant and building storage rooms, a bike storage room, an office for the superintendent, the elevators and elevator pits for the two (2) passenger elevators located at the central core of the Building. Additional Common Elements at the cellar level of the Building include, the refuse compactor room and chute, a half bathroom, an electric room, the gas room, water sprinkler room, telecom room and detention tank, miscellaneous mechanical rooms, as well as common service corridors and the fire staircases. The tenant storage room located at the cellar level contains thirty (30) individual storage rooms, which will be licensed to individual Residential Unit Owners.

Common Elements located at the first-floor level include the main residential entrance to the Building located on West 23rd Street, the residential vestibule and lobby, the mail area and package room, the elevator lobby, the two (2) passenger elevators at the central core of the Building as well as common service or public corridors and fire staircases. Additionally, there is a service entrance at the northeasterly side or front of the Building which provides a second means of egress to the Building. This service staircase exits to a street entrance on West 23rd Street.

Common Elements located at the second floor of the Building include a half bathroom and a gym/lounge with its adjacent outdoor terrace area and an outdoor mechanical space for the Commercial Unit, all of which shall be Common Elements of the Condominium. The passenger elevators, elevator lobby, refuse room, except to the extent it is part of a Unit, with compactor chute, mechanical rooms or equipment closets, if any, fire staircases and public corridors, except to the extent it is part of a Unit, on each floor above the first floor are also Common Elements of the Building.

Located at or above the main roof level of the Building, the common roof terrace, the cooling towers, if any, the elevator machine room, mechanical rooms and equipment and/or fans are also Common Elements. Other than the public or common roof terrace at the main roof level, the half bathroom, gym/lounge with its adjacent outdoor terrace area at the second floor, the bike storage room located at the cellar level and the common storage room with individual storage rooms located therein, there are no other common recreational areas or facilities at the Property. Any other roofs of the Building, including, but not limited to, the mechanical terrace areas located at the main roof or other roofs of the Building, are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one or more Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the balconies and roof terraces described above.

There are two (2) "scissor stair" fire staircases at the Building which run from the cellar level to the main roof of the Building. The Building has two (2) passenger elevators at the central core of the Building. Both elevators service all of the floors of the Building from, and including, the cellar, to and including, the designated sixteenth floor and main roof of the Building. One of these elevators also serves as a service elevator for the residential portions of the Building. The passenger elevators are electric traction elevators. There are no fire escapes at the Building.

The basic building structural system is constructed using case-in-place reinforced concrete flat plat slabs. The floor slabs also act as sound and impact insulation between floors. The slabs are supported by concrete columns and shear walls. Additionally, shear walls were provided at the east and west end of the Building with the western shear wall terminating at the roof, the eastern shear wall terminating at the stair bulkhead, and all other shear walls terminating at the elevator bulkhead. Exterior walls are constructed as follows: the north façade is a terracotta rainscreen system while the west, south and remaining façade are an exterior insulation finish system ("EFIS"). The window construction consists of thermally broken aluminum, double glazed, with painted aluminum sills.

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

The west façade of the Building has Lot-Line Windows. The west façade is located adjacent to a three story building which could potentially be developed in the future. Additionally, the west façade does not have a legal light and air easement. If future development of the adjacent building along the west façade occurs, the Owners of the affected Units in the Building will be responsible for the cost of sealing the Lot-Line Window(s) located in such Units. The following rooms within the affected Units have Lot-Line Windows.

FLOOR	UNIT	ROOM
6th – 11th	A	M. Bdrm
	B	Kitchen/Living Rm
12th	B	M. Bdrm
		Kitchen/Living Rm

FLOOR	UNIT	ROOM
14th	B	M. Bdrm
		Kitchen/Living Rm
15th	B	M. Bdrm
		Kitchen/Living Rm
16th	PH	M. Bdrm
		Living Rm

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

The roofing system is an inverted insulated roof membrane assembly system and concrete pavers. Flashing will be aluminum.

Primary space heating is provided by variable refrigerant flow ("VRF") split system units in the Residential Units and residential areas including the gym/lounge and residential lobby. There is no heat provided for the Commercial Unit which will require a separate system to be installed by the Commercial Unit Owner at its sole cost and expense. Domestic hot water is generated by two (2) gas fired hot water storage heaters located in the mechanical room on the main roof. These hot water heaters also serve and provide hot water to the Commercial Unit.

Heating and air conditioning systems are designed to meet the requirements of the New York State Energy Conservation Construction Codes. The HVAC System has been designed to utilize high efficiency variable refrigerant systems and an outdoor air rooftop unit. Each Residential Unit has an indoor heat pump air handling unit with air distribution ductwork, having wall/ceiling mounted registers with an air filter installed in the return air plenum. VRF condensing units provide primary heating and cooling in the Residential Units. The corridors on floors 1-16 are served by a packaged rooftop unit with a cooling coil. All rooftop units sit on curbs or dunnage to reduce vibration and noise infiltration to the Units below.

The Commercial Unit Owner shall be responsible for any additional equipment installations necessary to heat and/or air-condition the Commercial Unit or to provide additional hot water therein. In the sole discretion of the Sponsor, its designee or the Commercial Unit Owner, such equipment installations may be located in the Commercial Unit, Commercial Limited Common Elements and/or other General Common Elements of the Building, including, but not

limited to, those portions of the roofs or floors of the Building designated for mechanical equipment but subject to the provisions of the Declaration and the By-Laws of the Condominium (including obtaining the consent of the Board of Managers, to the extent required by the Declaration and/or Bylaws). For example, among other things, the Commercial Unit Owner can install additional mechanical equipment, including but not limited to, additional gas meters, electric meters and water meters and other HVAC and/or other mechanical equipment, servicing the Commercial Unit in the various mechanical rooms which are General Common Elements located on the cellar and/or roof levels of the Building and in connection therewith shall have the right to access the mechanical chases and risers in the Building which are also General Common Element without the consent of the Board of Managers. The examples listed herein are for illustrative purposes and are not an exhaustive list of the actions that the Commercial Unit Owner may take without the consent of the Board of Managers. However, Sponsor notes that any such installation and/or access must not directly, materially and adversely impact the Condominium or the Residential Unit Owners. Further, Sponsor notes that any such access and installation shall be at the sole cost and expense of the Commercial Unit Owner. Additionally, the Commercial Unit Owner shall reimburse the Board of Managers for its actual costs attributable to such installation and use.

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

Each of the Units shall be separately metered or submetered for the consumption and cost of electricity in the respective Unit. A common meter or meters or submeters shall measure the

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

With respect to allocation of expenses, other than for the special allocation of specific expense items, including but not limited to, (i) electricity which is to be separately metered or submetered for the Commercial Unit and paid for by the Owner or tenant(s) thereof, (ii) gas and water usage which shall initially be metered collectively with a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of usage and cost allocated to the Commercial Unit until such time that the Commercial Unit is separately metered or submetered, (iii) the exception of the Commercial Unit from the contribution for the expenses related to (a) the employees of the Building other than the visiting superintendent; and (b) the repair, maintenance or replacement of the Residential Limited Common Elements or the Residential Unit Limited Common Elements, and (iv) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the other Units and the common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit.

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

Further, Sponsor anticipates the occupancy of the Commercial Unit prior to the issuance of a permanent certificate of occupancy for the Building.

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

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

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

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

Sponsor shall obtain a temporary or permanent "Class A" residential Certificate of Occupancy which shall cover each Residential Unit prior to the closing of title to such Unit. The Certificate of Occupancy for the Commercial Unit shall provide for commercial uses on a portion of the first floor and a portion of the cellar level, as permitted in the Zoning Resolution of City of New York, as amended. The Property is located in a C6-3X/R9X Zoning District. The Use Groups allowed are as follows:

> Use Group 2-residential uses, residences of all kinds, including apartment hotels and affordable independent residences for seniors.
>
> Use Group 6-consists primarily of retail stores and personal service establishments, including restaurant use, which provide for a wide variety of local consumer needs; and have a small service area and are, therefore, distributed widely throughout the City.

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

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

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The Property is located on the southerly side of West 23rd Street between Avenue of the Americas to the east and Seventh Avenue to the west at the intersection of the Flatiron and Chelsea Districts of Manhattan.

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

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

Transportation:

The Property is located several blocks west of the FDR Drive, which is a main arterial route for Manhattan to all points North and to lower Manhattan. The nearest entrance to the FDR Drive is at the east end of 25th Street. Three major airports located within fifteen miles of the Condominium service New York City. Kennedy International and LaGuardia Airports are located in New York City and Newark International is located in Newark, New Jersey.

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

Subways:

The nearest subway stations are located at 23rd Street and 6th Avenue for the F and M subway line and at 23rd Street and 7th Avenue for the 1 subway line. The R, N, and W subway lines are located on 23rd Street and Broadway. Subway lines 4 and 6 are located at 23rd Street and Park Avenue South.

Bus Lines:

The M-23 bus line runs local and limited-stops, running eastbound and westbound along 23rd Street. The M-55 bus located on West 23rd Street, runs northbound and softbound along Sixth

Avenue and Fifth Avenue, the M-101 and M-102 bus lines run northbound and softbound along Third Avenue and Lexington Avenue.

Places of Interest:

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

Central Park	–	Fifth Avenue at West 59th Street and is a National Historic Landmark.
Rockefeller Center	–	West 48th to 51st Streets between Fifth Avenue and Sixth Avenue, which comprises the RCA Building, Channel Gardens, Rockefeller Plaza, Observation Roof and Radio City Music Hall.
Madison Square Park	–	Between Fifth Avenue and Broadway at 23rd Street.
Gramercy Park	–	Between East 15th Street and East 17th Street on Second Avenue.
Union Square Park	–	Between East 17th Street and East 14th Street between Broadway and Park Avenue.
Chelsea Market	–	Located on 9th Avenue between 15th and 16th Street.

Museums:

The Morgan Library and Museum	–	225 Madison Avenue at 36th Street, New York, NY
Yeshiva University Museum	–	15 W 16th St, New York, NY
The Museum at FIT	–	227 W 27th St, New York, NY
Rubin Museum of Art	–	150 W 17th St, New York, NY
The New York Museum of Contemporary Art	–	528 W 39th St, New York, NY

Schools and Religious Facilities:

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

High School:

The American Sign Language and English Secondary School	–	225 East 23rd Street, New York, NY
School of the Future	–	127 East 22nd Street, New York, NY
Manhattan Village Academy	–	43 W 22nd St, New York, NY
Health Professions and Human Services High School	–	345 East 15th Street, New York, NY
School For Physical City High School	–	34 W 14th St #2, New York, NY
Art and Design High School	–	1075 2nd Avenue, New York, NY
Liberty High School Academy Newcomers	–	250 West 18th Street, New York, NY

Junior High School:

Junior High School 104 Simon Baruch	–	330 East 21st Street, New York, NY
City Knoll Middle School	–	425 West 33rd Street, New York, NY

Elementary:

Public School 11	–	320 West 21st Street, New York, NY
Public School 340	–	64 West 17th Street, New York, NY

Private Schools:

Fusion Academy Manhattan	–	450 Park Avenue South, 9th Floor, New York, NY
The Montessori at Flatiron	–	5 West 22nd Street, New York, NY
Churchill School	–	301 East 29th Street, New York, NY
Notre Dame School	–	327 West 13th Street, New York, NY
Winston Preparatory School	–	126 West 17th Street, New York, NY

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

Nearby places of worship include:

Middle Collegiate Church	–	2nd Avenue at 7th Street, New York, NY
Grace Church	–	802 Broadway, New York, NY
Cathedral of St. Sara	–	20 West 26th Street, New York, NY
Remnant Westside Church	–	17 Lexington Avenue, New York, NY
Greek Orthodox Church	–	143 East 17th Street, New York, NY

Postal Offices and Public Libraries:

The zip code for the Property is 10011. The Postal Office is located at 217 West 18th Street, between 7th Avenue and 8th Avenue. The nearest public library branch is the Muhlenberg Branch, located at 209 West 23rd Street between 7th Avenue and 8th Avenue.

Medical:

Bellevue Hospital Center	–	462 First Avenue, New York, NY

Mount Sinai Beth Israel Hospital	–	281 First Avenue, New York, NY
VA NY Harbor Healthcare System	–	423 East 23rd Street, New York, NY
NYU Medical Center	–	East 27th Street, New York, NY

Municipal Services:

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

The Property is located in the 13th Precinct, located at 230 East 21st Street. The nearest fire house is Engine Co. 3, Ladder 12, located at 146 West 19th Street.

Zoning:

The Property is located in a C6-3X/R9X Zoning District, which permits residential occupancies of the type contemplated by this Plan. Additionally, in the case of the commercial space, the zoning district permits the uses contemplated under the Plan, including, but not limited to, retail and restaurant enterprises for the Commercial Unit.

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

128 WEST 23RD STREET CONDOMINIUM

128-130 WEST 23RD STREET

NEW YORK, NEW YORK

SCHEDULE A

128W23Plan (1/21/20)v4

Offering Prices and Related Information

All Projected Charges are for the Twelve Month Period

Commencing January 1, 2021 and Ending December 31, 2021 ("First Year").

Unit *	Unit Description: Number of Bedrooms & Baths, Etc.	Approximate Gross Square Footage of Unit	Approx. Sq. Ft. of Balconies and/or Terrace(s)	Offering Price	% of Common Interest	Contributing Share %**	Estimated Annual/ Common (First	Monthly Charges Year)	Estimated Annual/ Real Est (First	Monthly ate Taxes Year)	Estimated Annual/ Real Est Upon Comp (July 1,	Monthly ate Taxes 100% letion 2021)	Estimated Annual/ Carrying (First	Monthly Charges Year)	Estimated Annual/ Deductible Carrying (First	Monthly Charges Year)
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(10)		(11)	
3A	2BD/2	1,223	N/A	$2,165,000.00	3.0500%	3.2973%	$25,055.58	$2,087.97	$29,208.64	$2,434.05	$38,944.87	$3,245.41	$54,264.22	$4,522.02	$10,000.00	$833.33
3B	1 BD/1.5	817	N/A	$1,410,000.00	1.9800%	2.1405%	$16,265.27	$1,355.44	$18,961.30	$1,580.11	$25,281.75	$2,106.81	$35,226.57	$2,935.55	$10,000.00	$833.33
3C	1 BD/1	610	N/A	$1,060,000.00	1.4900%	1.6108%	$12,240.18	$1,020.01	$14,269.03	$1,189.09	$19,025.38	$1,585.45	$26,509.21	$2,209.10	$10,000.00	$833.33
4A	2BD/2/B	1,223	108	$2,215,000.00	3.1200%	3.3730%	$25,630.81	$2,135.90	$29,879.21	$2,489.93	$39,838.98	$3,319.91	$55,510.03	$4,625.84	$10,000.00	$833.33
4B	1 BD/1.5	817	N/A	$1,435,000.00	2.0200%	2.1838%	$16,594.30	$1,382.86	$19,344.86	$1,612.07	$25,793.17	$2,149.43	$35,939.16	$2,994.93	$10,000.00	$833.33
4C	1 BD/1	610	N/A	$1,080,000.00	1.5200%	1.6432%	$12,486.38	$1,040.53	$14,556.04	$1,213.00	$19,408.07	$1,617.34	$27,042.42	$2,253.53	$10,000.00	$833.33
5A	2BD/2/B	1,223	108	$2,265,000.00	3.1900%	3.4486%	$26,205.28	$2,183.77	$30,548.91	$2,545.74	$40,731.90	$3,394.32	$56,754.19	$4,729.52	$10,000.00	$833.33
5B	1 BD/1.5	817	N/A	$1,460,000.00	2.0500%	2.2162%	$16,840.50	$1,403.38	$19,631.88	$1,635.99	$26,175.85	$2,181.32	$36,472.38	$3,039.36	$10,000.00	$833.33
5C	1 BD/1	610	N/A	$1,100,000.00	1.5500%	1.6757%	$12,733.34	$1,061.11	$14,843.94	$1,236.99	$19,791.93	$1,649.33	$27,577.28	$2,298.11	$10,000.00	$833.33
6A	2BD/2/B	1,223	108	$2,315,000.00	3.2600%	3.5243%	$26,780.51	$2,231.71	$31,219.48	$2,601.62	$41,626.00	$3,468.83	$58,000.00	$4,833.33	$10,000.00	$833.33
6B	1 BD/1.5	817	N/A	$1,485,000.00	2.0900%	2.2595%	$17,169.53	$1,430.79	$20,015.44	$1,667.95	$26,687.27	$2,223.94	$37,184.97	$3,098.75	$10,000.00	$833.33
6C	1 BD/1	610	N/A	$1,120,000.00	1.5800%	1.7081%	$12,979.54	$1,081.63	$15,130.95	$1,260.91	$20,174.61	$1,681.22	$28,110.49	$2,342.54	$10,000.00	$833.33
7A	2BD/2/B	1,223	108	$2,365,000.00	3.3300%	3.6000%	$27,355.74	$2,279.65	$31,890.06	$2,657.51	$42,520.10	$3,543.34	$59,245.80	$4,937.15	$10,000.00	$833.33
7B	1 BD/1.5	817	N/A	$1,510,000.00	2.1200%	2.2919%	$17,415.73	$1,451.31	$20,302.45	$1,691.87	$27,069.95	$2,255.83	$37,718.18	$3,143.18	$10,000.00	$833.33
7C	1 BD/1	610	N/A	$1,140,000.00	1.6000%	1.7297%	$13,143.68	$1,095.31	$15,322.29	$1,276.86	$20,429.73	$1,702.48	$28,465.96	$2,372.16	$10,000.00	$833.33
8A	2BD/2/B	1,223	108	$2,420,000.00	3.4100%	3.6865%	$28,013.04	$2,334.42	$32,656.31	$2,721.36	$43,541.77	$3,628.48	$60,669.35	$5,055.78	$10,000.00	$833.33
8B	2BD/2.5	1427	N/A	$2,775,000.00	3.9100%	4.2270%	$32,120.20	$2,676.68	$37,444.25	$3,120.35	$49,925.69	$4,160.47	$69,564.45	$5,797.04	$10,000.00	$833.33
9A	2BD/2/B	1,223	108	$2,470,000.00	3.4800%	3.7622%	$28,588.27	$2,382.36	$33,326.88	$2,777.24	$44,435.87	$3,702.99	$61,915.16	$5,159.60	$10,000.00	$833.33
9B	2BD/2.5	1427	N/A	$2,825,000.00	3.9800%	4.3027%	$32,695.43	$2,724.62	$38,114.82	$3,176.24	$50,819.79	$4,234.98	$70,810.26	$5,900.85	$10,000.00	$833.33
10A	2BD/2/B	1,223	108	$2,520,000.00	3.5500%	3.8378%	$29,162.74	$2,430.23	$33,996.58	$2,833.05	$45,328.79	$3,777.40	$63,159.32	$5,263.28	$10,000.00	$833.33
10B	2BD/2.5	1427	N/A	$2,875,000.00	4.0500%	4.3784%	$33,270.66	$2,772.56	$38,785.40	$3,232.12	$51,713.90	$4,309.49	$72,056.06	$6,004.67	$10,000.00	$833.33
11A	2BD/2/B	1,223	108	$2,570,000.00	3.6200%	3.9135%	$29,737.97	$2,478.16	$34,667.15	$2,888.93	$46,222.90	$3,851.91	$64,405.13	$5,367.09	$10,000.00	$833.33
11B	2BD/2.5	1427	N/A	$2,925,000.00	4.1200%	4.4541%	$33,845.89	$2,820.49	$39,455.98	$3,288.00	$52,608.00	$4,384.00	$73,301.87	$6,108.49	$10,000.00	$833.33
12A	1BD/1/B	696	108	$1,560,000.00	2.2000%	2.3784%	$18,073.03	$1,506.09	$21,068.70	$1,755.72	$28,091.62	$2,340.97	$39,141.73	$3,261.81	$10,000.00	$833.33
12B	2BD/2.5/T	1453	524	$3,425,000.00	4.8200%	5.2108%	$39,595.92	$3,299.66	$46,159.09	$3,846.59	$61,545.49	$5,128.79	$85,755.01	$7,146.25	$10,000.00	$833.33
14A	1BD/1/B	696	108	$1,585,000.00	2.2300%	2.4108%	$18,319.23	$1,526.60	$21,355.71	$1,779.64	$28,474.30	$2,372.86	$39,674.94	$3,306.25	$10,000.00	$833.33
14B	2BD/2.5	1,453	N/A	$3,175,000.00	4.4700%	4.8324%	$36,720.53	$3,060.04	$42,807.09	$3,567.26	$57,076.15	$4,756.35	$79,527.62	$6,627.30	$10,000.00	$833.33
15A	1BD/1/B	696	108	$1,610,000.00	2.2700%	2.4541%	$18,648.26	$1,554.02	$21,739.28	$1,811.61	$28,985.72	$2,415.48	$40,387.54	$3,365.63	$10,000.00	$833.33
15B	2BD/2.5	1,453	NA	$3,275,000.00	4.6100%	4.9838%	$37,870.99	$3,155.92	$44,148.24	$3,679.02	$58,864.36	$4,905.36	$82,019.23	$6,834.94	$10,000.00	$833.33
PH	3BD/3.5/DP/B/T	2,481	535	$5,595,000.00	7.8300%	8.4649%	$64,323.23	$5,360.27	$74,985.05	$6,248.75	$99,980.12	$8,331.68	$139,308.28	$11,609.02	$10,000.00	$833.33
Residential Units																
Totals:	30	32778	2247	$65,730,000.00	92.50%	100.00%	$759,881.78	$63,323.48	$885,835.00	$73,819.58	$1,181,114.00	$98,426.17	$1,645,716.78	$137,143.07	$300,000.00	$25,000.00

See Legend at Bottom of Schedule.

128 WEST 23RD STREET CONDOMINIUM

128-130 WEST 23RD STREET

NEW YORK, NEW YORK

SCHEDULE A

128W23Plan (1/21/20)v4

Offering Prices and Related Information

All Projected Charges are for the Twelve Month Period Commencing January 1, 2021 and Ending December 31, 2021 ("First Year").

Unit	Unit Description: Number of Bedrooms & Baths, Etc.	Approximate Gross Square Footage of Unit	Approx. Sq. Ft. of Balconies and/or Terrace(s)	Offering Price	% of Common Interest	Contributing Share %**	Estimated Annual/ Common (First Year)	Estimated Monthly Charges	Estimated Annual/ Real Estate Taxes (First Year)	Estimated Monthly Real Estate Taxes	Estimated Annual/ Real Estate Taxes Upon Completion (July 1, 2021)	Estimated Monthly 100% Real Estate Taxes	Estimated Annual/ Carrying (First Year)	Estimated Monthly Charges	Estimated Annual/ Deductible Carrying (First Year)	Estimated Monthly Charges
(1)	(2)	(3)		(4)	(5)	(6)	(7)		(8)		(9)		(10)		(11)	
C	-	4756		Not Offered	7.50%	NA	$20,428.22	$1,702.35	NA	NA	NA	NA	NA	NA	NA	NA
		Includes CS														
Grand Totals:		37534	2247	$65,730,000.00	100.00%	100.00%	$780,310.00	$65,025.83	$885,835.00	$73,819.58	$1,181,114.00	$98,426.17	$1,645,716.78	$137,143.07	$300,000.00	$25,000.00
		Includes CS														

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

* There is no designated 13th floor in the Building. The PH is duplexed up to a stair bulkhead which accesses a private terrace located at the main roof of the Building.

** See the definition of Contributing Share as set forth in the section of the Offering Plan titled "Definititions" located in Part I of the Plan.

NOTES TO SCHEDULE A

Offering Prices and Related Information

1. Set forth in column numbered (1), titled "Unit," is the Unit's designation in the Building and the Offering Plan. Units 8A and 8B, are not being offered for sale to the public at this time, and instead are anticipated to be transferred to one (1) or more affiliates of Sponsor.

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

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

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

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

3. The approximate Square Footage of a Unit set forth in column numbered (3) of Schedule A, is a gross square footage of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls at the Building or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions facing Common Elements separating a Unit from public corridors which are not part of the PH Unit, stairs, elevators, refuse room, refuse chute and other mechanical equipment spaces or any Common Elements not located within a Unit. For purpose of clarification and to avoid any doubt, the refuse room and the corridor adjacent to the elevators and fire staircase at the PH level of the Building is part of the PH Unit and such areas are not a Common Element of the Building. Such corridor which is part of the PH Unit is subject to an easement for emergency fire egress purposes. Common Elements located within a Unit shall not be

considered a part of such Unit; however the respective area of any such Common Elements is not deducted from the gross floor area of each Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the underside of the concrete floor slab above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. Outdoor floor areas of terraces appurtenant to a Unit are not included in the Unit's floor areas. As is customary in New York City, these gross square footages reflected in Schedule A are not measured from the interior face of the interior or exterior walls and therefore significantly exceed the useable floor area of each Unit.

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

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. Further, please note that the ceiling heights for the Units and/or Common Element as set forth in the "Description of Property and Building Specifications" in Part II of the Offering Plan are approximate within reasonably tolerances and may vary in certain areas due to field conditions at the Property. However, any material change to the Units, their percentage interest, and/or the size and quality of the Common Elements will be set forth in an amendment to the Plan and if applicable to the Condominium Declaration, and no material adverse change will be made in the size, configuration, layout or percentage common interest of a Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to Purchaser and such Purchaser is not in default unless such Purchaser consents or the same is dictated by construction conditions at the Property, DOB requirements or applicable law, and in such event, Sponsor will, in the amendment disclosing such change and delivered to Purchasers, offer the affected Purchaser(s) the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their downpayments, together with all interest earned thereon. Further, no material change will be made in the size or quality of the Common Elements unless all Purchasers consent to such change.

Please note that all measurements set forth in the Plan are approximate within reasonable tolerances.

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

   For a complete discussion of Sponsor's right to make changes in offering prices, please see the section of the Plan titled "Changes in Prices or Units," which is located hereinafter in Part I of the Plan. Please note that purchase prices are technically negotiable, although Sponsor fully expects to receive those amounts set forth in the column titled "Offering Price."

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

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

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

7. These estimates as set forth in column numbered (7) are based upon the "Projected Budget for the First Year of Condominium Operation," which was prepared for the year commencing January 1, 2021 and which will appear in Schedule B in the Plan, hereinafter referred to as the "First Year." Included in these charges, amongst other costs, are the cost of insurance for the Property, repairs & maintenance for the common areas and electricity for common areas. It does not include the cost of electricity for individual Units, which will be separately metered or submetered and billed by the utility company to each Unit Owner. Projected annual Common Charges payable by each Residential Unit Owner are determined by first multiplying such Residential Unit Owner's Contributing Share by 92.5% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by 100% the Residential Common Expenses as set forth in the annual budget for each fiscal year. Projected annual Common Charges payable

by the Commercial Unit Owner are determined by first multiplying the Commercial Unit Owner's Contributing Share by 7.5% of the total Shared Common Expenses of the Condominium and then by multiplying such Unit Owner's Contributing Share by 100% of the Commercial Common Expenses as set forth in the annual budget for each fiscal year. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the Common Charges set forth in Schedule A for the Commercial Unit only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses as defined hereinafter. See "Schedule B, Projected Budget for First Year of Condominium Operation" for a further discussion of Shared Expenses and Residential and Commercial Common Expenses. In the event the Plan is amended to offer the Commercial Unit, such amendment shall disclose updated Common Charges for the Commercial Unit.

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

8. The estimates set forth in column numbered (8) are a calculation of real estate taxes due for each Residential Unit for the first year of Condominium operation commencing on January 1, 2021 and ending December 31, 2021 ("First Year"). Therefore, the estimates are based upon the last six (6) months of the 2020/2021 tax year which commences July 1, 2020 and the first six (6) months of the 2021/2022 tax year which commences on July 1, 2021. Estimates of real estate taxes due for the Residential Units are based upon (i) the projected 2020/2021 and 2021/2022 assessed valuations for the Property as apportioned to all the Residential Units, and (ii) projected tax rates for the 2020/2021 and 2021/2022 tax years. The apportioned and estimated aggregate taxable assessed valuation for all of the Residential Units, and the projected tax rates, have been projected by William K. Block, Esq., 150 Broadway, Suite 703, New York, New York 10038. A copy of Mr. Block's letter is set forth hereinafter in Part I of the Plan.

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

Actual Total Assessed Valuation:	$ 904,500.00
Transitional Total Assessed Valuation:	$ 783,900.00

   The Actual Total Assessed Valuation is the amount, which barring a major improvement or alteration to the Property, will be phased in over five (5) years at twenty percent (20%) per year. Real estate taxes for the Property will be based upon the lower of either the actual or transitional assessment which is in effect for the First Year of Condominium operation. Since the Property is being newly constructed into "Class A" apartments and commercial

space, which construction commenced in December of 2018 pursuant to a New Building permit issued on December 20, 2018, it can be expected that the Actual Total Assessed Valuation for the Property will be increased for the 2020/2021 and 2021/2022 tax years and subsequent tax years due to such construction. It has been assumed by Mr. Block that since completion of construction is not projected until December of 2020 but in any event prior to January 5, 2021, the assessed valuation for tax year 2020/2021 will not reflect the completed structure, as the Department of Finance of the City of New York must consider the status of the site as of January 5, 2020 and January 5, 2021. Therefore, the first tax year reflecting the full 100% valuation of the entire project will be 2021/2022 and real estate taxes for the Residential Units shall increase substantially. See Note 9 below for an additional discussion of the total increase in assessed valuation and real estate taxes for the Property due to the construction to be completed by Sponsor.

As stated above, Sponsor's projection of real estate taxes for all of the Residential Units for the First Year of Condominium operation is based, in part, upon a projection letter by William K. Block, Esq., who has estimated the 2020/2021 and 2021/2022 total actual assessed valuations and tax rates for the Residential Units assuming partial completion of the construction of the Building as of January 5, 2020 and a 100% complete valuation of the Property as of January 5, 2021.

The annual Real Estate Taxes payable during tax year 2020/2021 by all of the Residential Units, are therefore projected as follows:

Estimated Actual Assessed Valuation (Partial Completion) (Residential Units only):	$ 4,682,500.00
Estimated Taxes Payable @ 12.612% Tax Rate:	$ 590,557.00

It is the projected 2020/2021 Actual Total Assessment of all of the Residential Units upon which real estate taxes for the first six (6) months of the First Year of Condominium Operation have been based.

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

Estimated Actual Assessed Valuation (100% Completion) (Residential Units only):	$ 9,365,000.00
Estimated Taxes Payable @ 12.612% Tax Rate:	$ 1,181,114.00

It is the projected 2021/2022 Actual Total Assessment of all of the Residential Units upon which real estate taxes for the last six (6) months of the First Year of Condominium operation have been based.

Based upon the above assumptions and the projected assessments and tax rates, the aggregate real estate taxes for the Residential Units for the First Year of Condominium Operation are projected to be approximately $885,835.00

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

There can be no assurance that there will not be a further increase in the assessed valuation of the Units comprising the Property and/or an increase in the tax rates above those projected for tax year 2020/2021, 2021/2022 or subsequent years.

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

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

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

9. Upon 100% completion of the construction by Sponsor which is assumed to be prior to January 5, 2021 for assessment purposes, and the implementation of the post construction actual total assessment of the Property as projected by William K. Block, Esq., the estimated annual/monthly real estate taxes for the period July 1, 2021 to June 30, 2022 for each of the Residential Units is set forth in column numbered 9.

Upon 100% completion, the post construction actual total assessed valuation for all the Residential Units has been projected by Mr. Block as $9,365,000.00. This projected actual total assessed valuation for all of the Residential Units is assumed to be effective as of July 1, 2021. Further, Mr. Block has projected the 2021/2022 tax rate for the Residential Units to be 12.612%.

PLEASE NOTE THAT BASED UPON THE PROJECTED AGGREGATE 2021/2022 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL OF THE RESIDENTIAL UNITS OF $9,365,000.00 AND A PROJECTED TAX RATE OF 12.612% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2021/2022 TAX YEAR WOULD BE APPROXIMATELY $1,181,114.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASE IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) FOR EACH OF THE RESIDENTIAL UNITS.

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

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

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

for income tax purposes, to the extent the Unit's projected real estate taxes exceed $10,000.00, only the maximum deduction of $10,000.00 is reflected in column numbered (11).

SCHEDULE A-1

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

Storage Room #	Floor	Approximate Gross Square Feet	Offering Price	Monthly License Fee*
1	Cellar	20	$ 10,000.000	-0-
2	Cellar	20	$ 10,000.000	-0-
3	Cellar	20	$ 10,000.000	-0-
4	Cellar	20	$ 10,000.000	-0-
5	Cellar	20	$ 10,000.000	-0-
6	Cellar	12	$ 10,000.000	-0-
7	Cellar	12	$ 10,000.000	-0-
8	Cellar	20	$ 10,000.000	-0-
9	Cellar	20	$ 10,000.000	-0-
10	Cellar	12	$ 10,000.000	-0-
11	Cellar	12	$ 10,000.000	-0-
12	Cellar	12	$ 10,000.000	-0-
13	Cellar	12	$ 10,000.000	-0-
14	Cellar	12	$ 10,000.000	-0-
15	Cellar	12	$ 10,000.000	-0-
16	Cellar	12	$ 10,000.000	-0-
17	Cellar	12	$ 10,000.000	-0-
18	Cellar	12	$ 10,000.000	-0-
19	Cellar	12	$ 10,000.000	-0-
20	Cellar	12	$ 10,000.000	-0-
21	Cellar	12	$ 10,000.000	-0-
22	Cellar	12	$ 10,000.000	-0-
23	Cellar	12	$ 10,000.000	-0-
24	Cellar	12	$ 10,000.000	-0-
25	Cellar	12	$ 10,000.000	-0-
26	Cellar	12	$ 10,000.000	-0-
27	Cellar	12	$ 10,000.000	-0-
28	Cellar	12	$ 10,000.000	-0-
29	Cellar	12	$ 10,000.000	-0-
30	Cellar	12	$ 10,000.000	-0-
Totals:		416	$ 300,000.000	-0-

* See Note 4 of the Notes to Schedule A-1 for the Monthly License Fee of any Storage Room License due for the second year of Condominium Operation and any year thereafter.

NOTES TO SCHEDULE A-1

1. Sponsor is constructing thirty (30) Storage Rooms on the cellar level of the Building. The Storage Room areas will be divided with metal mesh partitions. Purchaser should review the Storage Room Floor Plan set forth in Part II of the Offering Plan to determine the location on the cellar level of the Building of each Storage Room. The Square Footages of the Storage Room areas are based upon the Storage Room's floor area and the demising partitions are less than an inch.

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

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

Further, pursuant to the terms of the Offering Plan, the Sponsor is also reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual purchaser. Notwithstanding the above, the Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

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

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

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

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

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

9. Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Subject to and in accordance with the

terms and conditions of the License Agreement set forth in Part II of the Plan, a Unit Owner, its permitted successors and assigns, are granted a license (the "License") to use the Storage Room during its term for storage of the Residential Unit Owner's personal property and the property of occupants of the Unit (the "Permitted Users") and for no other purpose. A Unit Owner may not store in the Storage Room any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, materials or fluids, (iii) items which have an objectionable odor or which may spoil or decay, or (iv) valuable items. Licensee shall not (a) interfere with another Unit Owner/Licensee, (b) store any property in the Building outside of the Storage Room, (c) allow any other person to use the Storage Room except in accordance with the terms of the License, or (d) deface, damage or alter the Storage Room, the Building or Condominium's equipment. The Unit Owner shall keep the Storage Room locked and shall provide the Condominium with a duplicate key.

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

11. Sponsor makes no representation that the size of a Storage Room will accommodate the items which a Purchaser intends to store in the Storage Room. Sponsor also reserves the right (so long as to do so would not create a building code violation or adversely and materially change a Storage Room under contract) to reconfigure, change, combine, relocate and/or modify any Storage Room, including, but not limited to, increasing the number of Storage Rooms, in its sole discretion in order to sell, assign and/or lease any Storage Room. Licensor undertakes only to act as a licensor, and under no circumstances shall the Licensor or its agents be deemed to act as Licensee's bailee.

SCHEDULE B

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

	Residential Units (92.5%)	Commercial Unit (7.5%)	Total (100%)
Income:			
Common Charges (1)	$759,881.78	$ 20,428.22	$ 780,310.00
			1,181,118.00
Total Income (2)	$759,881.78	$ 20,428.22	$ 780,310.00
			1,181,118.00

	Residential Units	Commercial Unit	Total
Expenses (3):			
*Salaries, Including Payroll Taxes and Benefits (4)	$436,263.00	$ 5,449.00	$ 441,712.00
*Gas for Heat, Hot Water and the Common Elements (5a)	$ 12,950.00	$ 1,050.00	$ 14,000.00
Gas for Cooking (5b)	$ 6,400.00	N/A	$ 6,400.00
Electricity for Common Elements (6)	$ 54,600.00	N/A	$ 54,600.00
*Water and Sewer Charges (7a)	$ 19,702.50	$ 1,597.50	$ 21,300.00
Vault Charges (7b)	$ 0.00	$ 0.00	$ 0.00
*Repairs, Maintenance and Supplies for General Common Elements (8a)	$ 6,590.63	$ 534.37	$ 7,125.00
Repairs, Maintenance and Supplies for Residential Limited Common Elements (8b)	$ 21,375.00	N/A	$ 21,375.00
Service Proposals and/or Contracts (other than Elevator Maintenance) (9a)	$ 38,500.00	N/A	$ 38,500.00
Elevator Maintenance (9b)	$ 18,000.00	N/A	$ 18,000.00
*Insurance (10)	$ 56,425.00	$ 4,575.00	$ 61,000.00
*Management Fees (11)	$ 41,625.00	$ 3,375.00	$ 45,000.00
*Administrative Expenses (12)	$ 24,235.00	$ 1,965.00	$ 26,200.00
*Major Capital Improvement Replacement Reserve Fund (13)	$ 4,715.65	$ 382.35	$ 5,098.00
*Contingency for Expenses (14)	$ 18,500.00	$ 1,500.00	$ 20,000.00
Total Expenses	$759,881.78	$ 20,428.22	$ 780,310.00
*Shared Expenses[1]			

Note: Sponsor represents that in the event that the commencement date of the First Year of condominium operation is delayed more than six (6) months from the budget year projected in the Plan, the Plan will be amended to include a revised projected budget. If such amended projections exceed the projections set forth above by twenty-five percent (25%) or more, each Purchaser shall have the right for fifteen (15) days subsequent to the date of mailing or personal delivery of a copy

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

of such amendment to him to rescind his Purchase Agreement and have his deposit refunded within a reasonable time of such rescission. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

Sponsor may not declare the Plan effective where there are any material changes to the projected budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

NOTES TO SCHEDULE B

1. Common Charges ($780,310.00)

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

The Common Charges for the Commercial Unit are based, in part, upon the Commercial Unit Owner's payment of 7.5% of the Common Interest multiplied by the projected amount of the Shared Expenses as set forth in Schedule B and 100% of the Commercial Common Expenses to be paid by the Commercial Unit Owner only. Please note that since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee the aggregate Common Charges for the Commercial Unit reflected in Schedule B only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses as defined in footnote 3 below, for which the Commercial Unit Owner shall be responsible pursuant to the Declaration and By-Laws of the Condominium set forth in Part II. In the event the Plan is amended to offer the Commercial Unit, such amendment shall include updated Common Charges for the Commercial Unit.

The Common Charges for the Residential Units are based, in part, upon each Residential Owner's Contributing Share of 92.5% of the Common Interest multiplied by the projected amount of the Shared Expenses and 100% of the Residential Common Expenses to be paid by the Residential Unit Owners only.

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

With respect to allocation of expenses, other than for the special allocation of specific expense items, including but not limited to, (i) electricity which is to be separately metered or submetered for the Commercial Unit and paid for by the Owner or tenant(s) thereof, (ii) gas and water usage which shall initially be metered collectively with a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of

Common Interest) of usage and cost allocated to the Commercial Unit until such time that the Commercial Unit is separately metered or submetered, (iii) the exception of the Commercial Unit from the contribution for the expenses related to (a) the employees of the Building other than the visiting superintendent; and (b) the repair, maintenance or replacement of the Residential Limited Common Elements or the Residential Unit Limited Common Elements, and (iv) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the other Units and the common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit.

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

Further, Sponsor anticipates the occupancy of the Commercial Unit prior to the issuance of a permanent certificate of occupancy for the Building.

2. Total Income ($780,310.00)

This figure does not include any interest income that may be received by the Board of Managers from investment of the Working Capital Fund to be established at the various Unit Closings. For more information regarding the Working Capital Fund, see the section of the Plan titled, "Working Capital Fund and Reserve Fund," located in Part I. It is expected that all or part of the Working Capital Fund will be expended during the first or subsequent years of operation. Accordingly, such interest income cannot be determined with exactitude. For this reason, and for the further reason that such income does not reflect normally anticipated income from operations, no interest income has been included in the estimated income for the First Year of Condominium Operation. Further, as stated above, this figure does not include the payment of Commercial Common Expenses.

3. Expenses ($780,310.00)

Unless a special allocation is applicable, the Commercial Unit shall bear 7.5% of the Common Expenses which are designated as "Shared Expenses." The Commercial Unit will be separately metered for all consumption of electricity and the Commercial Unit Owner will be solely responsible for the payment of the cost for such electricity. Although initially there will not be separate metering or submetering for gas service to, and water consumption in, the Commercial Unit, when the Commercial Unit is separately metered or submetered for gas consumption related to its heat, hot water and other gas usage and water consumption in the Commercial Unit, the Commercial Unit shall be responsible for the cost thereof. Prior to the occupancy of the Commercial Unit, the Sponsor and/or the Commercial Unit Owner shall install or cause its tenant to install a separate meter or sub-meter in the Commercial Unit to measure gas and water consumption in the Commercial Unit. The Commercial Unit owner shall only be required to pay for its estimated share of the cost of gas and water consumption in the Commercial Unit as set forth in this Schedule B prior to the time that the Commercial Unit is separately metered and/or submetered for such utilities, and subsequent to such time, the Commercial Unit Owner shall be

solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters. Further, pursuant to the By-Laws of the Condominium, the Commercial Unit Owner is solely responsible for the payment of "Commercial Common Expenses," together with the costs of the utilities described above, which include the cost of snow removal from the front of the Commercial Unit; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, including but not limited to, the repair, maintenance and replacement of the service elevator installed at a future date which is located in and is part of the Commercial Unit, which is not a Shared Expense and attributable to the Commercial Unit only. As stated above, since the Commercial Unit is not being offered at this time by Sponsor or Sponsor's designee, the aggregate Expenses for the Commercial Unit reflected in Schedule B only include those items that are Shared Expenses and do not include those items which are Commercial Common Expenses, for which the Commercial Unit Owner shall be responsible pursuant to the By-Laws of the Condominium set forth in Part II. Prior to the sale of the Commercial Unit the Sponsor will amend the Offering Plan to reflect updated Common Charges for the Commercial Unit and any special allocations made as part thereof.

Those expenses set forth in Schedule B which are borne solely by all the Residential Unit Owners are referred to in the Plan as "Residential Common Expenses." Pursuant to the By-Laws of the Condominium, the Residential Common Expenses include all expenses or allocated expenses arising from the employment of one or more employees of the Condominium, other than one (1) visiting superintendent, including, but not limited to, one (1) porter and any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; electrical consumption for the Common Elements; residential garbage collection; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit which has exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for cooking in the Residential Units and gas consumed in the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the gym/lounge, its adjoining half bathroom and adjacent outdoor roof terrace located at the 2nd Floor of the Building, and any other amenities located at the Building; and any other expense which is not a Shared Expense attributable to the Residential Units only or as provided for in the Plan and/or By-Laws of the Condominium.

4. Salaries, Including Payroll, Taxes and Benefits ($441,712.00)

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

Labor and Benefits	No. of Employees	Hourly Rate	Annual Rate	Total
Superintendent	1	–	–	$ 60,000.00
Porter	1	$ 21.00	$ 840.00	$ 43,680.00
Concierge (24/7)	4.2	$ 22.00	$ 880.00	$ 192,192.00
Subtotal Wages:				$ 295,872.00
Overtime (5% of Base Wages)				$ 14,793.60
Vacation, Sick and Holidays (11% of Base Wages)				$ 32,545.92
Total Wages:				$ 343,211.52
Health Benefits			$ 8,000.00	$ 48,000.00
Payroll Taxes				
FICA @ 7.65% of Wages				$ 26,255.68
Worker's Comp @ 5.5 of Wages				$ 18,876.63
SUI State Unemployment Insurance 4.025% of first $10,300.00				$ 2,570.57
FUTA Federal Unemployment Insurance 6% of first $7,000.00				$ 2,604.00
NY SDI $.60 per week per employee $31.20				$ 193.44
Total Payroll Taxes:				$ 50,500.12
Total Payroll and Benefits				$ 441,711.64
				raised to $441,712.00 for projection purposes

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

Commercial Unit Owner	$60,000.00 + 1,200.00 (5%) + 3,000.00 (11%) + 8,442.30 (Payroll, Taxes and Benefits) = $72,642.30 x 7.5% = $5,448.17, rounded up to $5,449.00 for projection purposes
Residential Unit Owners:	$441,712.00 – 5,449.00 = $436,263.00

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

The duties of the resident Superintendent and one (1) Porter include (i) cleaning the sidewalk in front of the residential lobby, including snow removal, cleaning the common hallways, stairs, elevator cabs and common areas, as needed, putting out residential trash for collection, and (ii) checking the daily operation of the common mechanical equipment in the Building. Please note that the Commercial Unit Owner shall be responsible for the cost of removing debris and snow from the sidewalk directly in front of its respective entrances and the Commercial Unit Owner shall also be responsible for the cost of debris and snow removal from the entire sidewalk which is adjacent to its respective Unit. Notwithstanding anything herein to the contrary, the replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, if any, in front of the Building shall be a Residential Common Expense.

The Condominium shall comply with New York City Administrative Code §27-2052, et seq. by providing a full-time superintendent, on call twenty-four (24) hours per day, to provide janitorial services to the Building.

The budget reflects non-union (non-prevailing) wage rates and payroll taxes applicable for the budgeted year. No increases to the labor budget are included as there is no applicable labor contract which mandates increases. Such level of staffing complies with all applicable housing and labor laws, including but not limited to, state minimum wage laws.

5a. <u>Gas for Heat, Hot Water and the Common Elements ($14,000.00)</u>

Hot water for heat and domestic hot water in the Building shall be provided by gas-fired hot water storage heaters located in a mechanical room on the main roof. Gas consumption and the cost thereof for heat in all the Residential Units, including any supplemental heat for the public corridors, hot water in the Residential Units, the Commercial Unit and Common Elements and gas consumed in the Common Elements, shall be collectively metered by one or more meters. Gas service shall be provided by the Consolidated Edison Company of New York and shall initially be

a Shared Common Expense of all of the Unit Owners. Gas consumption for heat in the Residential Unit and Common Elements and hot water in all of the Units will initially include a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of gas consumed in the Commercial Unit for hot water prior to it being occupied by a tenant and prior to it being separately metered or submetered. Prior to the occupancy of the Commercial Unit, the Sponsor and/or the Commercial Unit Owner shall install or shall cause its tenant to install a separate meter or sub-meter to measure gas and water consumption in the Commercial Unit. Sponsor and/or Sponsor's commercial tenant will be obligated to reimburse the Condominium for these gas costs if there is a time gap between occupancy by a commercial tenant and the installation of a separate meter or submeter. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the Commercial Unit Owner shall be solely responsible for the actual costs thereof, which shall be Commercial Common Expenses, as measured by such meters and/or submeters, and the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements and gas consumed in the Common Elements shall be a Residential Common Expense. Sponsor anticipates that the Commercial Unit will be occupied prior to the issuance of a permanent certificate of occupancy for the Building.

Total cost of gas consumption is based upon projections, dated June 19, 2019, made by Skyline Engineering, located at 42 West 39th Street, 10th Floor, New York, New York 10018. Such projections are based upon Skyline Engineering's analysis of the fixtures and equipment to be installed in the Building and the estimated daily usage in the Building. A copy of the engineer's calculations are set forth in a letter which is included in Part B of the required Exhibits submitted to the Department of Law of the State of New York with the filed Offering Plan and is available for inspection without charge and copying at a reasonable charge to prospective Purchasers and their attorneys at the off-site sales office at all times such office is open or, in the event there is no sales office, at the offices of the Sponsor. The budgeted amount for the First Year of operation of the Condominium is based upon the following:

I. ESTIMATED CHARGES

A. The estimated annual cost for gas consumption for domestic hot water:
7,264 therms x $1.70/therm = $12,348/yr.

B. The estimated annual cost for gas consumption for HVAC Roof Top Unit:
950 therms x $1.70/therm = $1,615/yr.

II. GENERAL

The charges indicated are based on the following assumptions:

A. Heating is based on 5,000-degree days. System is to maintain 70 degrees Fahrenheit in the apartments when outdoor air temperature is 0 degrees Fahrenheit.

B. The cost of gas consumption is calculated at the rate of *$1.70/therm for gas. This is an estimated rate which includes service charge, taxes and 6.5% increase.

		Gas*
Rate	$	1.30
6.5% Increase	$	0.16
Sub-total	$	1.46
16% taxes	$	0.24
Total:	**$**	**1.70**

*Average estimated cost as charged by ConEdison

$12,348.00 + 1,615.00 = $13,963.00, raised to $14,000 for projection purposes.

It is not possible to predict how closely the budgeted figures will reflect the actual cost of heat and hot water during the First Year of operation of the Condominium, in part because such costs will vary with the level of consumption and the price per therm. The projected unit cost of gas ($1.70 per therm) allows for a reasonable increase in the unit price of gas over the average gas rates in effect as of this writing. Additionally, consumption of gas for heat will be affected by the weather, maintenance of equipment, thermostat settings, etc. Consumption of gas for domestic hot water and gas rates will also be affected by occupancy, actual usage and personal habits.

5b. Gas for Cooking and Gas Dryers ($6,400.00)

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

The cost of gas consumption is based upon projections, dated June 19, 2019 made by Skyline Engineering, located at 42 West 39th Street, 10th Floor, New York, New York 10018. Such projections are based upon Skyline Engineering's analysis of the fixtures and equipment to be installed in the Residential Units. The gas projections made by the Engineer are based upon a consumption of 3,737 therms at a cost of $1.70 per therm for a total of $6,352/yr, raised to $6,400.00 for projection purposes.

The budgeted amount for the First Year of operation of the Condominium is based upon the following:

A. Each apartment is calculated to have a gas cooktop;

B. The cost for gas consumption is calculated at the rate of *$1.70/therm for gas. This is an estimated rate which includes service charge, taxes and 6.5% increase.

		Gas*
Rate	$	1.30
6.5% Increase	$	0.16
Sub-total	$	1.46
16% taxes	$	0.24
Total:	**$**	**1.70**

*Average estimated cost as charged by ConEdison

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

6. Electricity for the Common Elements ($54,600.00)

The first year electricity projection includes the aggregate cost of electricity supplied to the Common Elements at the Property. Common site electric meters are for the elevators, lighting in public corridors and stairs, mechanical equipment, and miscellaneous common electric power for the Building, including, but not limited to, the amenities of the Property and electricity consumed for the heating and/or air-conditioning of the Common Elements. Electrical Service shall be provided by the Consolidated Edison Company of New York. The cost of electricity for the Common Elements shall be a Residential Common Expense of all of the Residential Unit Owners and shall be paid by the Board of Managers. The cost of such electricity has been estimated as of June 19, 2019, by the office of Skyline Engineering. Such projections are based upon Skyline Engineering's analysis of fixtures and equipment to be installed in the Building and estimated daily usage.

The projections contained herein are based on consumption estimates of 238,386 kilowatt hours per year with the average rate of $0.229 per kilowatt hour. The total estimated annual electricity cost for the Residential Common Elements is $54,590.00, raised to $54,600.00 for projected purposes.

The budgeted amount for the First Year of operation of the Condominium is based upon the following:

A. Air conditioning system is to maintain 75 degrees Fahrenheit when outdoor air temperature is 89-degree Fahrenheit. Windows are considered to have curtains, venetian blinds or other shading materials.

B. The electric cost is based on $0.229/KWH, from New York State Department of Public Service monthly residential bills including all taxes and charges.

C. The cost for electric consumption is calculated at the rate of *$0.229/KWR for electricity. This is an estimated rate which includes service charge, taxes and 6.5% increase.

	Electricity*
Rate	$ 0.185
6.5% Increase	$ 0.012
Sub-total	$ 0.197
16% taxes	$ 0.032
Total:	**$ 0.229**

*Average estimated cost as charged by ConEdison

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

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

7a. Water and Sewer Charges ($21,300.00)

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

The cost of water consumption in the Units and in the Common Elements, together with all related sewer rents arising therefrom, has been estimated as of June 19, 2019, by the office of Skyline Engineering. Such projections are based upon Skyline Engineering's analysis of the fixtures and equipment to be installed in the Residential Units and the in the Building. The amount budgeted for the Residential Units and the Common Elements for the First Year of operation of the Condominium is based upon the following:

A. The estimated annual cost for water and sewer:

Water: $3.90 / 100 x 108 x 40 / 7.48 x 365 days =	$8,221.00
Sewer: $8,221 x 1.59 =	$13,071.00
Total:	$21,292.00, *raised to $21,300.00 for projections purposes.

*Estimated 108 people in the Building.

B. The estimated annual cost for Water is based on New York City rate of *$3.90 per hundred cubic feet of water and the average of 40 gallons per day per person. Charges for waste and storm sewer services are billed at 159% of water charges.

*Cost is based on DEP data.

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

7b. Vault Charges ($0.00)

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

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

Please note however that as of January 1, 1998, the City of New York repealed the local law which provided for annual vault charges. Therefore, no vault charges have been budgeted for the first year of condominium operation. However, in the event that at some time in the future the City of New York reinstates a vault tax or similar charges such vault tax and/or similar charges will be a Common Expense of the Condominium.

8a. Repairs, Maintenance and Supplies for the General Common Elements ($7,125.00)

Based upon the fact that the Building is being newly constructed and that on a square foot basis the General Common Elements represent less than approximately 25% of the Common Elements of the Building. The figure does not include maintenance, repairs and supplies within specific Units, which are the obligation of the Unit Owner, but is designated to cover the cost of maintaining certain General Common Elements only, i.e., interior repairs not within Units, exterior

repairs, including walls, windows, doors and locks, and painting of common areas which have been designated as General Common Elements. Each Residential Unit Owner and the Commercial Unit Owner will be responsible for the cost of interior maintenance, repairs, decoration and painting of their respective Units. The Residential Unit Owners shall be responsible for all repairs, maintenance and supplies for the Residential Limited Common Elements and the Residential Unit Limited Common Elements which are the responsibility of the Board of Managers. (See Note 8b below for a further discussion). Other than its contribution as required in Note 13 below, the Commercial Unit Owner shall only be responsible for repairs, maintenance and supplies for the Commercial Limited Common Elements.

Other than as set forth in Note 13 below, no provision has been made to cover the cost of any major capital expenditure. Although no such expenditure is expected because the Building has been newly constructed, each Unit Owner, except for the Commercial Unit Owner with regard to the Residential Limited Common Elements, including, but not limited to, the roofs and passenger elevators of the Building, and the Residential Unit Limited Common Elements, will be obligated to pay his pro rata share of such expenditures in the event that any such expenditures are required. The Commercial Unit Owner will not be obligated to contribute towards any expense related to the Residential Common Elements, including, but not limited to, the roofs and elevators of the Building, and the Residential Unit Limited Common Elements. However, the Commercial Unit Owner shall be responsible to contribute for all expenses related to the General Common Elements or the Commercial Limited Common Elements.

8b. Repairs, Maintenance and Supplies for the
Residential Limited Common Elements ($21,375.00)

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

9a. Service Proposals and/or Contracts (other than Elevator Maintenance) ($38,500.00)

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

Fire Alarm (Protection) Estimate	$ 5,000.00
Fire Extinguishers Estimate	$ 1,000.00
Central Station Monitoring Estimate	$ 1,500.00
HVAC Estimate	$ 3,000.00
Exterminating Estimate	$ 4,000.00
Telephone/Internet/Mobile Estimate	$ 6,000.00
Landscaping (estimate)	$ 2,000.00
Sprinkler/Standpipe system (estimate)	$ 3,000.00
Boiler Estimate	$ 2,000.00
Window washing Estimate	$ 10,000.00
Gym Maintenance Estimate	$ 1,000.00
Total	$ 38,500.00

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

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

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

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

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

9b. Elevator Maintenance ($18,000.00)

The two (2) passenger elevators in the Building which service all of the Residential Units are Residential Limited Common Elements for the exclusive use of all the Residential Unit Owners. One of these two elevators will also serve as a service elevator for the Residential Unit. Therefore, the cost of any repairs, maintenance and/or replacement of the passenger elevators and service elevator shall be the sole responsibility of the Residential Unit Owners as a Residential Common Expense. The amount indicated below is an estimate made by the proposed Managing Agent for the Building based upon its experience of managing similar type buildings.

Elevator Maintenance Contract (including sales tax)
Estimated Total for (i) below:

(i)	Two (2) Passenger Elevators	$ 18,000.00

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

Recent amendments to the high-rise facade safety statute (formerly known as Local Law 10 of 1980) (presently known as Local Law 11/98) passed by the City Council and signed by the Mayor of New York City require professional engineers or registered architects to advise the Buildings Department of the City of New York and the owner of a property of any unsafe condition in a building's exterior walls revealed during a Local Law 10 inspection. The amendments also subject all exterior walls to be inspected; previously, only walls fronting on a street were affected by the law.

The revised law also calls for a certification by the registered professional that a wall is either safe or unsafe; the latter declaration by the professional means that an immediately hazardous condition exists and must be corrected within 30 days with the option of a 90 day extension upon application to the Buildings Department. A building is considered either safe with no further action necessary, or fit, but in a condition that warrants a repair and/or maintenance

program. In the latter case, the condition must be corrected during the five-year period between mandatory inspections. As a result of the additional floors, the completed Building will require regular 5-year inspections in accordance with Local Law 11/98. The first inspection will be required five (5) years after the issuance of the first temporary certificate of occupancy for the Building. Thereafter, the Building much be inspected in accordance with NYC Local Law 11/98's five (5) year cycle.

Although not budgeted for the first year of Condominium Operation, the cost of any future additional inspections, if any, required by Local Law 11 and any amendments thereto, shall be a Residential Common Expense of all of the Residential Unit Owners.

Sponsor has reserved the right, prior to the First Unit Closing, to enter into other service contracts which will be binding on the Board of Managers, provided that such contracts do not materially increase the estimated Common Charges for the first year of Condominium Operation nor bind the Board of Managers for a period of more than three years from the date of the First Unit Closing, unless it is customary for such type of contract to be more than three years.

10. Insurance ($61,000.00)

The following is recommended for the Condominium for the first year of Condominium Operation in a letter, dated July 8, 2019, from Genatt V LLC, Insurance Solutions, having an office at 3333 New Hyde Park Road, Suite 400, New Hyde Park, New York 11042.

The following coverages and limits are provided with the understanding that no lien holder on this Property would require coverage and or limits greater than that which is customary on comparable properties in New York. The estimate is based on a building that has no prior loss history.

The estimate is also based on the willingness of "standard" insurers with a Best Rating of "A" or better to underwrite this Property.

PROPERTY INSURANCE

Building Limit	$ 30,000,000
Business Personal Property Limit	$ 500,000
Business Income and Extra Expense	$ 900,000
Demolition and Increased Cost	$ 1,000,000
Flood	$ 1,000,000 (subject to Flood Zone determination)
Earthquake	$ 1,000,000 (will quote higher limits if available)

DEDUCTIBLES

$25,000	All Other Perils
$25,000	Flood
$50,000	Earthquake

GENERAL LIABILITY INSURANCE:

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

UMBRELLA LIABILITY INSURANCE

Limit of liability in excess of primary limits $25,000,000 (If Risk Purchasing Groups high limits are available-in addition will quote higher)

$10,000 Self-Insured Retention

Includes Excess Directors and Officers Liability

DIRECTORS & OFFICERS LIABILITY INSURANCE

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

$5,000 Deductible

CRIME INSURANCE

$300,000 Employee Dishonesty Limit

Managing Agent's Rider included

$10,000 Deductible

CYBER INSURANCE

$500,000

$1,000 deductible

The projected annual cost for the above coverage is $61,000.00. The proposed coverage for the Property is quoted under a provision known as an All Risk/Replacement Cost" endorsement. The Property limits are based on an "Agreed Amount" which is a waiver of co-insurance, whereby the carrier agrees to reimburse the insured for property losses up to the full amount of the policy regardless of the actual replacement value of the Building. This clause does not mean that the Condominium would receive sufficient proceeds to actually rebuilding the entire Building in the event of a substantial loss or total destruction of the Building. Therefore, in case of a partial loss, there would be no coinsurance factor used in adjusting the loss. The Property limit of $30,000,000.00 is based upon (i) the estimated total gross square footage of the Building (54,602

sq. ft.), and (ii) the estimated cost of construction of approximately $549.00 per square foot as represented by Sponsor. The estimate is also based on the willingness of "standard" insurers with a Best Rating of "A" or better to underwrite this Property. Costs for Worker's Compensation coverage and New York State Disability are included in the cost projection for Payroll & Related Expenses. This quotation is an indication of insurance premiums at current market rates. Because conditions may change in the Insurance marketplace, based upon industry losses, catastrophes, economics, etc., it is not possible to predict what premiums will be for the First Year of Condominium operation. Purchasers should be aware of the possibility of rate increases. The above is for Illustration Purposes Only. There is NO COVERAGE BOUND AT THIS TIME. Coverages are subject to the terms and Conditions as set forth by the Insurance Company and at the time of the effectiveness of the coverages which will be the date of the First Unit Closing. If there is a material change to the insurance coverage amounts and/or premiums to be paid therefore, the Offering Plan will be amended and Purchasers will be offered the right to rescission.

The Building is not located in a "high hazard flood zone" and flood coverage is not required. However, although not required, a separate flood policy may be obtained by the Board of Managers. This would increase the total estimated annual premium stated above.

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

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

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

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

11. Management Fees ($45,000.00)

Based upon a proposed management agreement with FirstService Residential New York, Inc. ("Managing Agent") commencing on the date of the First Unit Closing, at an annual fee of $45,000.00 payable in twelve (12) equal monthly installments of $3,750.00. The management agreement, which is for an initial term of three (3) years, shall continue in force unless sooner terminated pursuant to its terms. The Agreement provides for a 4% increase in the annual fee for each of the second and third years of the initial terms of the Agreement. Please consult the section of the Plan titled "Management Agreement and Other Contractual Arrangements" for a further discussion and details.

12. Administrative Expenses and Franchise Tax ($26,200.00)

Based on the following itemized projections:

Various Office Supplies, Telephone, Postage and Miscellaneous	$ 15,000.00
Legal Expense	$ 2,500.00
Accounting Expense	$ 6,000.00
Fees, Inspection, Permits and Filings	$ 2,200.00
Franchise Taxes	$ 500.00
	$ 26,200.00

The estimate of Accounting Expenses is based upon a fee quotation of $6,000.00 provided by Cavalcante and Company, LLC, Certified Public Accountants, located at 14 West 23rd Street, Suite #5, New York, New York 10010.

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

The estimate of legal expenses is based upon 10 hours of consultation with an attorney to be retained by the Board of Managers at an approximate rate of $250.00 per hour. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. Since no separate counsel has been appointed by Sponsor for the Condominium and as it is expected that each Purchaser shall be represented by an attorney in connection with the purchase of a Unit, it is not anticipated that further legal expense shall be required by the Condominium during the first year of Condominium operation. However, in the event that legal services are required by the Condominium in excess of the first year estimate, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained.

The New York State Department of Taxation & Finance through the issuance of Advisory Opinions has taken the position that "unincorporated associations" will be deemed corporations

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

13. Major Capital Improvement Replacement Reserve Fund ($5,098.00)

In order to conform the budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae, the Major Capital Improvement Replacement Reserve Fund is established to provide for the periodic maintenance, repair and replacement of the Common Elements as determined by the Condominium Board of Managers. The amount budgeted is typically approximately ten percent (10%) of the Total Expenses not including the Contingency provided for in Note 16 below; however, such percentage may be lower if justified by a reserve study. The $5,098.00 budgeted for the First Year of Condominium operation is equal to the annual line item amount recommended by Strategic Inspections, LLC, 45 West 34th Street, Suite 1001, New York, New York 10001, Sponsor's consultant that performed a reserve fund study dated September 6, 2019 and revised on September 24, 2019. A copy of the Reserve Fund Study is set forth in Part II of the Plan.

As reflected in the Reserve Fund Study, the initial amount of the Reserve Fund shall be $107,164.56 ("Total Reserve Fund Amount") which shall be funded over the course of the first three (3) years of condominium operation in the manner set forth in the section of the Offering Plan titled "Working Capital Fund and Reserve Fund," located in Part I of the Plan. The calculation of this Reserve Fund for the First Year of Condominium Operation Commencing on January 1, 2021 is set forth below. For the purposes of the following calculations, "Average Monthly Common Charge Amount" shall mean approximately $1,940.85, which is calculated as follows: $63,323.48 (i.e., the total amount of Monthly Common Charges attributable to the Residential Units reflected in Schedule A), minus $5,098.00 (the Reserve Fund line item set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing January 1, 2021) divided by 30 (i.e., the total number of Residential Units) and then raised up to 2,110.78 per Unit for projection purposes.

(a) *For the First Year of Condominium Operation*: an amount of $32,376.00 shall be deposited into the Reserve Fund ("Year 1 Deposit") in the following manner: (x) assuming that approximately 43.33% of the Residential Units will close in the First Year of Condominium Operation (i.e. 13 of 30 units), each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Reserve Fund at their respective Closing in an amount equal to one (1) month of their respective Common Charges (each, a "Purchaser Contribution"), the total of which is expected to amount to $27,440.14 for the First Year of Condominium Operation ("Year 1 Purchaser Contribution Total"), which amount is calculated based on the Average Monthly Common Charge Amount attributable to 13 Units, and (y) the First Year's Budget includes a line

item for a Reserve Fund in the amount of $5,098.00, making up the balance ($4,935.86) of the Year 1 Deposit plus a contingency.

Regarding the Year 1 Purchaser Contribution Total: Given that the Year 1 Purchaser Contribution Total relies on certain assumptions regarding closing timeframes – and further given that Sponsor is reserving the unconditional right to rent and is therefore not committed to sell more Residential Units than the 15% necessary to declare the Plan effective – Sponsor shall "front" $16,886.24 of the Year 1 Purchaser Contribution Total by depositing this amount into the Reserve Fund at the First Closing ("Year 1 Sponsor Contribution"), which reflects the Year 1 Purchaser Contribution Total less such portion attributable to the 15% necessary to declare the Plan effective. Once Purchaser Contributions have contributed towards the balance of the Year 1 Purchaser Contribution Total, all subsequent amounts of Purchaser Contributions shall be payable directly to Sponsor until such time that the Year 1 Sponsor Contribution is fully reimbursed to Sponsor. For details regarding the calculation of the Year 1 Sponsor Contribution, the following formula may be referenced: the Average Monthly Common Charge Amount multiplied by 8 (i.e. 13 Units less the 5 Units necessary to declare the Plan effective).

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

Sponsor makes no representation that this Reserve Fund will be, or is intended to be, adequate or sufficient to cover periodic maintenance, repair and replacement expenses of the Common Elements for the first or any subsequent year of Condominium operation. If such improvements, periodic maintenance or repairs and/or replacement are needed within that time period it is anticipated that they will be funded from this Reserve Fund together with the other line item expenses as set forth in the budget. If additional funds are required over and above this Reserve Fund, it may be necessary to increase the Common Charges or institute a Special Assessment.

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

contributed to by the Commercial Unit Owner, if any, can only be used for the repair and replacement of the General Common Elements.

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

14. Contingency ($20,000.00)

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

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

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

Note: Sponsor represents that in the event that the commencement date of the First Year of condominium operation is delayed more than six (6) months from the budget year projected in the Plan, the Plan will be amended to include a revised projected budget. If such amended projections exceed the projections set forth above by twenty-five percent (25%) or more, each Purchaser shall have the right for fifteen (15) days subsequent to the date of mailing or personal delivery of a copy of such amendment to him to rescind his Purchase Agreement and have his deposit refunded within a reasonable time of such rescission. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

Sponsor may not declare the Plan effective where there are any material changes to the projected budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

The Sponsor anticipates that the First Unit Closing will occur on or before January 1, 2021. Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing; or (ii) the projected date of the First Unit Closing occurs later than December 31, 2021, twelve (12) months after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond that amended, later date.

However, if the First Unit Closing occurs before January 1, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSECTIVE PRUCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

SCHEDULE B-1

Individual Residential Unit Electric Charges:

The cost of individual Residential Unit electric charges has been estimated as of June 19, 2019, by the office of Skyline Engineering, located at 42 West 39th Street, 10th Floor, New York, NY 10018. Such estimates are based upon Skyline Engineering's analysis of the fixtures and equipment to be installed in each Residential Unit and estimated daily usage. The estimates are as follows:

A. Each residential unit will be provided with an individual ConEd meter. The estimated annual electrical cost for lighting and power usage is as follows:

1. One Bedroom
   $0.229/KWH x 15,900 KWH/yr. = $3,641.00

2. Two Bedroom
   $0.229/KWH x 17,206 KWH/yr. = $3,940.00

3. Three Bedroom
   $0.229/KWH x 23,205 KWH/yr. = $5,314.00

B. The charges estimated above are based upon the following assumptions:

1. The electric cost is based on $0.229/KWH, from New York State Department of Public Service monthly residential bills including all taxes and charges.

2. The cost for electric consumption is calculated at the rate of *0.229/KWH for electricity. This is an estimated rate which includes service charge, taxes and 6.5% increase.

	Electricity*
Rate	$ 0.185
6.5% Increase	$ 0.012
Sub-total	$ 0.197
16% taxes	$ 0.032
Total:	**$ 0.229**

*Average estimated cost as charged by ConEdison

The projected costs are not guaranteed and it must be expected that these costs will increase with the passage of time and may be affected by many factors which are beyond the control of the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption

will be metered or submetered and will vary based on the personal needs of occupants and weather conditions.

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

FirstService
RESIDENTIAL

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

July 7, 2020

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

Re: 128 West 23rd Street Condominium
Premises: 128-130 West 23rd Street
New York, New York 10011

Gentlemen/Mesdames:

Gramercy 128 West, LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained FirstService Residential New York, Inc. ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

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

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

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

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation of this letter (and

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

acting as Managing Agent under the Offering Plan). The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

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

Very truly yours,

FirstService Residential New York, Inc.

By: _____

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

DLPARTNERS

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

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

TEL: 212.564.9800 | FAX: 212.564.9802
DLPARTNERSLAW.COM

JOHN D'AGOSTINO
MICHAEL LEVINE*
WAYNE R. LANDESMAN*
BRUCE H. LEDERMAN*
BETTINA M. MIRAGLIA◊
JOSE M. RIVERA*
BRIAN T. SAMPSON
JARED B. VAN VLEET

* Also Admitted In NJ
◊ Also Admitted In CT
° Also Admitted In MA
★ Also Admitted In FL

Writer's E-Mail:
jdagostino@dlpartnerslaw.com

SPECIAL COUNSEL
SUSAN M. SCHARBACH*°
NATLEE REISEN
KELLYANN S. MONAGHAN

ERIC R. GARCIA
CHRISTOPHER M. TARNOK
JONHAROLD A. CICERO
CHRISTOPHER L. PALLADINO*
TARA M. SHAMROTH*
ERICA NAZARIAN
LINA A. MELENDEZ★
JANE S. JEONG

July 8, 2020

Gramercy 128 West, LLC
c/o Pan-Brothers Associates
14 West 23rd Street
New York, NY 10010

Re: 128 West 23rd Street Condominium
Premises: 128-130 West 23rd Street
New York, New York 10011
(the "Condominium")

Gentlemen/Mesdames:

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

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

Gramercy 128 West, LLC
Re: 128 West 23rd Street Condominium
128-130 West 23rd Street
New York, New York 10011
July 8, 2020
Page 2

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

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

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

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

Very truly yours,

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

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

DLL:sdp

THE COMMERCIAL UNIT

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

The Commercial Unit may be used for any legal use permitted by the Zoning Resolution of the City of New York, as amended, or other applicable laws. The Commercial Unit Owner shall have the right to change the use of the Commercial Unit without the consent of the Board of Managers and without paying any cost or charge to the Board of Managers. The Building is located within a C6-3X/R9X, Zoning District. The Use Groups allowed are as follows:

> Use Group 2-residential uses, residences of all kinds, including apartment hotels and affordable independent residences for seniors.
>
> Use Group 6-consists primarily of retail stores and personal service establishments, including restaurant use, which provide for a wide variety of local consumer needs; and have a small service area and are, therefore, distributed widely throughout the City.

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

The percentage of Common Interest attributable to the Commercial Unit and the resulting Common Charges to be paid by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to such Unit. The Commercial Unit shall be separately metered or submetered for electricity upon the obtaining of the permanent Certificate of Occupancy. Although initially there will not be separate gas service to the Commercial Unit, prior to the occupancy of the Commercial Unit, the Sponsor and/or the Commercial Unit Owner shall install or shall cause its tenant to install a separate meter or sub-meter in the Commercial Unit to measure gas and water consumption in the Commercial Unit. The cost of consumption measured by such meter or submeter shall be a Commercial Common Expense of the Commercial Unit Owner only. Further, at the time of the installation of a meter or submeter, the Commercial Unit Owner will no longer be required to contribute its estimated share of the cost of gas for hot water which initially was a Shared Expense. Subsequent to the time that the Commercial Unit is separately metered or

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

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

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

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

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

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

With respect to allocation of expenses, other than for the special allocation of specific expense items, including but not limited to, (i) electricity which is to be separately metered or submetered for the Commercial Unit and paid for by the Owner or tenant(s) thereof, (ii) gas and water usage which shall initially be metered collectively with a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of usage and cost allocated to the Commercial Unit until such time that the

Commercial Unit is separately metered or submetered, which shall be prior to the occupancy of the Commercial Unit (iii) the exception of the Commercial Unit from the contribution for the expenses related to (a) the employees of the Building other than the visiting superintendent; and (b) the repair, maintenance or replacement of the Residential Limited Common Elements or the Residential Unit Limited Common Elements, and (iv) the cost of refuse removal which is a separate cost of the Commercial Unit Owner, the Commercial Unit is treated similarly to the other Units and the common charges payable by the Commercial Unit Owner are sufficient to cover the expenses fairly attributable to the Commercial Unit.

The allocation of Common Charges attributable to the Commercial Unit shall also reflect special exclusive use or availability or exclusive control of particular common areas by either the Commercial Unit Owner or the Residential Unit Owners. Prior to the sale of the Commercial Unit the Sponsor will amend the Offering Plan to reflect updated Condominium Charges for the Commercial Unit and any special allocations made as part thereof.

Further, Sponsor anticipates the occupancy of the Commercial Unit prior to the issuance of a permanent certificate of occupancy for the Building.

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

of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations will comply with all applicable law, ordinances of building codes and will not affect the structural integrity of the Building.

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

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

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

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

A Commercial Unit Owner, its servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the entrances to the Building and through the public staircase in, on, over and across the cellar or other common areas of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, heating, air-conditioning and/or boiler equipment, if any, located in the cellar or at the 2nd floor or main roof level mechanical rooms or areas or other mechanical rooms of the Building and which service the Commercial Unit.

The Commercial Unit Owner shall be responsible for any additional equipment installations necessary to heat and/or air-condition the Commercial Unit or to provide additional hot water therein. In the sole discretion of the Sponsor, its designee or the Commercial Unit Owner, such equipment installations may be located in the Commercial Unit, Commercial Limited Common Elements and/or other General Common Elements of the Building, including, but not limited to, those portions of the roofs or floors of the Building designated for mechanical equipment but subject to the provisions of the Declaration and the By-Laws of the Condominium (including obtaining the consent of the Board of Managers, to the extent required by the Declaration and/or Bylaws). For example, among other things, the Commercial Unit Owner can install additional mechanical equipment, including but not limited to, additional gas meters, electric meters and water meters and other HVAC and/or other mechanical equipment, servicing the Commercial Unit in the various mechanical rooms which are General Common Elements located on the cellar and/or roof levels of the Building and in connection therewith shall have the right to access the mechanical chases and risers in the Building which are also General Common Element without the consent of the Board of Managers. The examples listed herein are for illustrative purposes and are not an exhaustive list of the actions that the Commercial Unit Owner may take without the consent of the Board of Managers. However, Sponsor notes that any such installation and/or access must not directly, materially and adversely impact the Condominium or the Residential Unit Owners. Further, Sponsor notes that any such access and installation shall be at the sole cost and expense of the Commercial Unit Owner. Additionally, the Commercial Unit Owner shall reimburse the Board of Managers for its actual costs attributable to such installation and use.

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

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

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

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

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Shared Common Expense paid by all Unit Owners as part of their Common Charges; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which

case no notice is required and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property. With respect to subparagraph (v) above, Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall be responsible for any damages resulting from such penetration and entry into the Units and the work performed therein.

CHANGES IN PRICES AND UNITS

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

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

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

Additionally, and notwithstanding anything herein to the contrary and its effect on the Common Elements, Sponsor has reserved the right to reconfigure, change, combine, relocate and/or modify any/or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and in order to increase the number of Storage Rooms. Sponsor shall determine the total number of Storage Rooms prior to the issuance of the permanent certificate of occupancy for the Building.

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

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

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

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or By-Laws (including obtaining the consent of the Board of Managers, to the extent required by the Declaration and/or Bylaws) and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated in the Unit, then, as provided for in the By-Laws of the Condominium, such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged. For example, at the end of any hallway that is directly adjacent to any such Unit(s) located on opposite sides of such hallway and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements, shall, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee), have the right to use such General or Limited Common Elements exclusively, as if it were a part of such Unit(s) and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. The foregoing example is for illustrative purposes only and is not an exhaustive list. In event that such changes are made as described above, the By-Laws provide that such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Owner or Owners exercise such exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner

or Owners cease to exercise such exclusive right of use. Further, the use of any such General or Limited Common Elements as described in this paragraph must not materially and adversely impact the Condominium or the other Unit Owners.

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

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

INTERIM USE AND OCCUPANCY AGREEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Any Purchaser or non-purchaser who takes possession of a Unit prior to the closing of the title to the Unit pursuant to an Interim Use and Occupancy Agreement assumes the risk of loss not covered by insurance.

PROCEDURE TO PURCHASE

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

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

in the case where a 50% Initial Down Payment is required pursuant to the terms of the Purchase Agreement. If Sponsor is entitled to cancel the Purchase Agreement due to Purchaser's default, Sponsor shall also be entitled to cancel the Storage Room reservation. Sponsor will be entitled to retain the License Deposit as liquidated damages in connection with any termination of the Purchase Agreement and Storage Room reservation due to Purchaser's default.

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

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

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

In accordance with section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10017, telephone number (212) 564-9800, to serve

as escrow agent ("Escrow Agent") for the Sponsor and Purchaser to hold all deposits, down payments or advances, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust, whether received before or after the date of Consummation of the Plan (the "Deposit" or "Deposits"). The Escrow Agent shall establish a special segregated escrow account or accounts at HSBC Bank N.A., located at 800 Avenue of the Americas, New York, New York 10001 (the "Bank"), a bank authorized to do business in the State of New York. The Escrow Account is titled "D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, Escrow Account for 128 West 23rd Street Condominium," or a similar name ("Escrow Account"). Within five (5) business days after the Purchase Agreement is executed by all necessary parties and tendered along with the Deposits to Escrow Agent, Escrow Agent shall place the Deposits in the Escrow Account. Purchasers are advised that a Purchaser's funds are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000 for the purchase of a Unit, it is a special risk of this offer that such Deposits will not be federally insured in excess of $250,000. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Sponsor and Escrow Agent make no guarantee of the solvency of the Bank. If the limits of federal bank deposit insurance change in any manner in the future, Escrow Agent will have no obligation to make any change to the Escrow Account. Escrow Agent has designated the following partners of the law firm to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq., Jose M. Rivera, Esq., Brian T. Sampson, Esq. and Jared VanVleet, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

This escrow account will be interest-bearing and unless the Purchaser defaults, interest will be credited to the Purchaser at closing. The interest rate to be earned will be the prevailing rate from this type of account as stated by the Bank at the time of the initial deposit and as provided thereafter. Such interest rate as stated as of March 28, 2019 by Bank Leumi USA was approximately 0.13% for deposits of less than $100,000.00 and approximately 0.23% for deposits of $100,000.00 or more. Interest will begin to accrue as of the date the deposit of the down payment clears and is posted by the Bank to the escrow account. Notwithstanding anything to the contrary contained herein, unless and until Purchaser has delivered to the Escrow Agent a completed and signed Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the depository. No fees of any kind from the account principal

or any interest earned thereon may be deducted. Sponsor shall bear any administrative cost for maintenance of the account.

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

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

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

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

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

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

(d) The Purchase Agreement shall contain the following:

> "YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

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

Under no circumstances shall Sponsor seek or accept release of the Deposits of a defaulting Purchaser until after Consummation of the Offering Plan. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h. In the event Sponsor elects to abandon the Offering Plan prior to declaring it effective, see the section of the Plan titled "Effective Date of Plan" hereinafter for a discussion of the return of all deposits.

The Escrow Agent shall release the Deposits if so directed:

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

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

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

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

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

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

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

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

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

In the event that insufficient funds are raised through the offering or otherwise to effectuate the contemplated transaction, or in the event the Sponsor is unable for any reason to perform in accordance with the terms of the Purchase Agreement and the Purchase Agreement has been subsequently terminated as set forth above, such monies will be fully returned to Purchaser with any interest. In the event a Purchaser is entitled to rescind his Purchase Agreement, the Purchaser will not receive a refund of any additional escrowed funds for custom work to the extent such funds have been expended or will be expended on costs Sponsor has accrued with respect to custom work. However, should Sponsor abandon this Offering Plan, the Purchase Agreement shall be deemed cancelled, and Sponsor shall, not later than five (5) days thereafter, return in full all monies paid by Purchaser thereunder, including any funds paid for custom work.

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

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

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

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

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

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

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

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

scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

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

Sponsor anticipates the First Unit Closing to occur on or about January 1, 2021 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. *Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing; or (ii) the projected date of the First Unit Closing occurs later than December 31, 2021, twelve (12) months after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond that amended, later date.*

However, if the First Unit Closing occurs before January 1, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSECTIVE PRUCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

fifty percent (50%) of the total purchase price. Sponsor hereby waives any right to seek specific performance in the event of a default by Purchaser.

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

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

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

At the closing of title to a Unit, and as a condition thereto, the Purchaser shall be required to execute a Power of Attorney to the Board of Managers of the Condominium and to the Sponsor. The Purchaser's failure to execute the Power of Attorney is a default under the Purchase Agreement. The Power of Attorney appoints (i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine; (ii) the Sponsor, its designee and/or the Commercial Unit Owner, as attorney-in-

fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney; and (iii) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns. The Form of Power of Attorney to be executed is set forth in Part II of the Offering Plan.

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

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

In addition, the assigned Storage Rooms may not be completed prior to the closing of title to a particular Residential Unit and the fact that a Storage Room may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential

Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Sponsor intends to complete the construction of all of the Storage Rooms prior to the issuance of a Temporary Certificate of Occupancy for all of the Residential Units in the Building. Purchaser shall also be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Room, which obligation shall survive the Closing.

The Storage Rooms are located on the cellar level of the Building. The Sponsor and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. Since there are only thirty (30) Storage Room Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses are sold to an individual Purchaser. A Storage Room License will only be sold by Sponsor to a Purchaser of a Residential Unit.

Further, Sponsor makes no representation that the size of a Storage Room as set forth on Schedule A-1 will accommodate the items which a Purchaser intends to store in the Storage Room.

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

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

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

Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms.

Purchaser shall represent that Purchaser has full right and authority to execute the Purchase Agreement and perform Purchaser's obligations thereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser shall further represent that the Down Payment shall represent Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Down Payment.

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

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

Additionally, pursuant to the form Purchase Agreement set forth in Part II of the Offering Plan, Sponsor and Purchaser agree to keep all of the terms and conditions of the Purchase

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

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

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

Pursuant to the Geographic Targeting Order issued on January 6, 2016 (as revised and as may be further revised from time to time, the "Order") by the Director of the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a "Legal Entity" as defined in the Order; (2) the purchaser purchases residential real property located in the Boroughs of Manhattan, Brooklyn, Bronx, Queens or Staten Island; (3) the total purchase price is in excess of $300,000.00 in the Boroughs of Manhattan Brooklyn, Bronx, Queens or Staten Island; (4) the purchaser does not obtain a bank loan or similar form of external financing; (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form, or a funds transfer. The Order affects all residential real property closings occurring on or after March 1, 2016 and until the expiration of the effective period of such Order, i.e., November 11, 2019, which date is subject to change by FinCEN.

ASSIGNMENT OF PURCHASE AGREEMENTS

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

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

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

EFFECTIVE DATE OF PLAN

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

The Plan may be declared effective when Purchase Agreements have been both executed and accepted by a bona fide Purchaser and Sponsor for the sale of five (5) Residential Units, which represent a minimum of at least fifteen percent (15%) of the Residential Units offered under the Plan.

The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of twenty-four (24) Residential Units, which represents a minimum of at least eighty percent (80%) of the Units offered under the Plan.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before eighty percent (80%) of the Units have been purchased. The Plan, if abandoned, shall be abandoned by amendment filed with the Department of Law in appropriate form together with a notice of abandonment on form RS-3. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within five (5) days of such abandonment.

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

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

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

TERMS OF SALE

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

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

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

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

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

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

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

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

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

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

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

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

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

    A. Covenants and Restrictions in Liber 540 Page 552 (Old Lot 60) stating that the owner of the Property, its successors and assigns shall or will not at any time hereafter erect any buildings within forty (40) feet of the front of said lot except of brick or stone with roofs of slate or metal and will not erect or permit upon any part of the said lot any slaughterhouse, smith shop, forge, furnace, steam engine, brass foundry, nail or other iron factory or any manufactory of gunpowder, glue, varnish, vitriol, ink or turpentine or for

tanning, dressing or preparing skins, hides or leather or any brewery, distillery or any other noxious or dangerous trade or business; that any house built upon said lot shall be a genteel dwelling house;

B. Covenants and Restrictions in Liber 540 Page 550 (Old Lot 59) stating that the owner of the Property, its successors and assigns will not at any time hereafter permit any dwelling within forty (40) feet of the front of the land except of brick or stone with roofs of slate or metal or any slaughterhouse, smith shop, forge, furnace, steam engine, brass foundry, nail or other iron factory or any manufactory of gun-powder, glue, varnish, vitriol, ink or turpentine or for tanning, dressing or preparing skins, hides or leather or any brewery, distillery, sugar bakery or any other noxious or dangerous trade or business; that any house built upon said lot shall be a genteel dwelling house;

With respect to A. and B. above:

The Purchaser's title Policy shall affirmatively insure that: (i) there are no present violations of the covenants, conditions, and/or restrictions contained in the above-referenced instruments; and (ii) policy affirmatively insures that any future violations of same shall not result in a forfeiture or reversion of title.

C. Waiver of Right of Egress and Notice of Termination of Easement in CRFN 2008000385365 (Old Lot 59);

13. **For Information Only:**

A) Zoning Lot Description (Exhibit III) in CRFN 2015000130556 (Old Lot 59);

B) Owner's Certification (Exhibit I) in CRFN 2015000130557 (Old Lot 59);

C) Zoning Lot Description (Exhibit III) in CRFN 2018000252742; and

D) Certificate (Exhibit I) in CRFN 2018000252743.

The documents referred to in A and B above were recorded by the Sponsor's predecessor in interest pursuant to the Zoning Resolution of the City of New York (the "Zoning Resolution") as amended and declare that former lot 59 is to be treated as one (1) zoning lot for zoning purposes. The documents referred in C and D above were recorded pursuant to the Zoning Resolution to reflect the new lot 59 (which encompasses both former lot 59 and former lot 60) is to be treated as one zoning lot for zoning purposes. These documents were filed in order to comply with the requirements of the DOB so that the permits for the Project could be issued.

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

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

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

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

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

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

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

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

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

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

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

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

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

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

CLOSING ADJUSTMENTS WITH THE CONDOMINIUM BOARD

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

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

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

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

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

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

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

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

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

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

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

(k) such other items, if any, not listed above that are customarily included in closing adjustments in the City of New York in accordance with the "Customs in Respect to Title Closings" adopted by the Real Estate Board of New York, Inc.

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

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

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

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

CLOSING OF TITLE TO UNITS

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

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

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

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

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

(4) The serving by personal delivery or registered or certified mail to the Purchaser written notice of the closing date not less than thirty (30) days prior to closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

(5) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications and that Sponsor has satisfied, or will satisfy prior to closing of title, all of the requirements of this section titled "Closing of Title to Units," located in Part I of the Plan.

At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change.

a. Payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Sponsor recommends that Purchaser order such insurance from Ridge Abstract Corp., as agent for Commonwealth Land Title Insurance Company, ("Ridge Abstract") having an office at 9201 4th Avenue, Suite 502, Brooklyn, New York 11209 (Tel. No. 718-338-0065), Attention: Christopher Beck. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company. If Purchaser elects to obtain title insurance from another title insurance company and/or abstract company, there shall be no additional cost to Purchaser due to such choice.

Purchaser will pay the premium for title insurance, which will vary depending upon the purchase price of the Unit. If ordered from Ridge Abstract, the premiums as of the date of this Plan will be discontinued by reason of the initial sale of the Unit by Sponsor.

CLOSING COSTS

The estimated closing costs and expenses to be borne by each Purchaser are set forth below. Recording charges, fees, title costs and taxes are based on rates in effect on the date of the Plan and are subject to change without notice.

THE BELOW SCHEDULE APPLIES TO PURCHASE PRICES UP TO $999,999.99 ONLY:

i) If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. The premium for fee title insurance if ordered from Ridge Abstract will be $325.00 for the first $35,000.00 of fee insurance plus additional fee premiums for each $1,000.00 of additional fee insurance as set forth below.

$35,001. TO $50,000.	$ 5.390	PER THOUSAND
$50,001. TO $100,000.	$ 4.39	PER THOUSAND
$100,001. TO $500,000.	$ 3.52	PER THOUSAND
$500,001. TO $999,999.99	$ 3.21	PER THOUSAND

THE BELOW SCHEDULE APPLIES TO PURCHASE PRICES OF $1,000,000.00 AND OVER ONLY:

0 TO $35,000.	$ 382.00	FLAT
$35,001. TO $50,000.	$ 6.34	PER THOUSAND
$50,001. TO $100,000.	$ 5.16	PER THOUSAND
$100,001. TO $500,000.	$ 4.14	PER THOUSAND
$500,001. TO $1,000,000.	$ 3.78	PER THOUSAND
$1,000,001. TO $5,000,000.	$ 3.48	PER THOUSAND
$5,000,001. TO $10,000,000.	$ 3.09	PER THOUSAND
$10,000,001. TO $15,000,000.	$ 2.92	PER THOUSAND
OVER $15,000,000.	$ 2.62	PER THOUSAND

ii) If Purchaser elects to obtain mortgage title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. The premium for mortgage title insurance if ordered from Ridge Abstract will be $327.00 for the first $35,000.00 of mortgage title insurance plus additional mortgage title premiums as set forth below.

$35,001. TO $50,000.	$ 5.27	PER THOUSAND
$50,001. TO $100,000.	$ 4.31	PER THOUSAND
$100,001. TO $500,000.	$ 3.46	PER THOUSAND
$500,001. TO $1,000,000.	$ 3.14	PER THOUSAND
$1,000,001. TO $5,000,000.	$ 2.90	PER THOUSAND
$5,000,001. TO $10,000,000.	$ 2.57	PER THOUSAND
$10,000,001. TO $15,000,000.	$ 2.42	PER THOUSAND
OVER $15,000,000.	$ 2.19	PER THOUSAND

iii) If a Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from Ridge Abstract, the premium for the mortgage title insurance will be at a simultaneous rate. The premium for mortgage title insurance will be computed using the "Basic Mortgage Rate" schedule as described above. The premium on the liability amount of the loan policy that does not exceed the owner's policy shall be calculated at thirty percent (30%) of the regular scheduled rate for loan policies.

If the mortgage policy exceeds the owner's policy the excess would be computed at the full rate per thousand, starting in the correct loan policy rate bracket.

Purchasers are required to accept such title as Ridge Abstract, as agents for Commonwealth Land Title Insurance Company and/or any other reputable Title Insurance Company licensed to do business in the State of New York, will provide, approve and insure and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be Permitted Encumbrances, as described in the Terms of Sale section of this Plan. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception to title if Ridge Abstract, as agents for Commonwealth Land Title Insurance Company and/or any other reputable Title Insurance Company licensed to do business in the State of New York, is willing to insure Purchaser's title without such exception, at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. In the event there is a delay in the closing of title to a Unit due to clearance of title issues or otherwise as a result of Purchaser's utilization of Purchaser's Title Insurance Company, Purchaser will be responsible for the additional closing costs as provided for in the Purchase Agreement and in this Section of the Offering Plan.

However, Purchaser may obtain title insurance from any title insurance company or not obtain any title insurance at all, at Purchaser's sole discretion.

Further, with regard to title defects, once the Offering Plan has been declared effective, Sponsor may not abandon it unless such defect in title cannot be cured without litigation or cannot be cured for less than a cost which does not exceed an amount equaling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan. See the section of the Plan herein before titled "Effective Date of Plan" for further details in this regard.

b. Recording fee for recording the deed and power of attorney of approximately $600.00;

c. If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

   1. Legal fees of the lending institution's attorney;

   2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Ridge Abstract, as agents for Commonwealth Land Title Insurance Company and/or any reputable Title Insurance Company licensed to do business in the State of New York, as of the date of this Plan and as set forth in subparagraph a. above.

3. A mortgage recording tax of one and eight-tenths percent (1.80%) of the first ten thousand dollars ($10,000.00) of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of two and five one-hundredths percent (2.05%) of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. For mortgages of $500,000.00 or more, the rate is two and one hundred seventy-five thousandths percent (2.175%). Please note the discussion of Mortgage Tax Credit below. Institutional Lenders are required to pay one quarter of one percent (.25%) of the two and five one-hundredths percent (2.05%) tax, thereby reducing Purchaser's cost to one and eight tenths percent (1.80%) less $30.00, for mortgages less than $500,000.00 and 1.925% less $30.00 for mortgages of $500,000.00 or more;

4. Recording fee of approximately $650.00 for (i) recording of the Purchaser's Mortgage and the partial release of mortgage and termination of any Uniformed Commercial Code Financial Statement related to the Unit and any underlying Mortgage, construction loan or otherwise, obtained by Sponsor; and (ii) ACRIS service fees of the title company relating to the required filing of real estate transfer tax forms;

5. Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution;

d. New York City Real Property Transfer Tax ("NYCRPT"), which is currently equal to one percent (1%) of the purchase price with respect to the Residential Units which are sold for less than $500,000.00 and which has been increased to 1.425% where the consideration is equal to or greater than $500,000.00. The non-residential rates where consideration is $500,000.00 or less, and where consideration is greater than $500,000.00, are 1.425% and 2.625%, respectively. Generally, the payment of the NYCRPT and the New York State Transfer Taxes ("Deed Stamps") discussed in (e) immediately below in condominium transactions are the statutory obligations of the seller. However, the obligations are assumed by a purchaser if such obligations are imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT and New York State Transfer Taxes ("Deed Stamps") to be paid for the Unit and any Storage Room License, as well as the Purchaser's payment of Sponsor's legal fees as set forth in g. below;

In the event that the taxing authority of the city of New York determines that the conveyance of either (i) a Residential Unit together with a Storage Room License, or (ii) the conveyance of more than one (1) condominium unit to the same Purchaser, is taxable at the "commercial transfer tax rates," then, in such event, the transfer tax to be paid by Purchaser shall be 1.425% of the aggregate consideration,

as discussed above, where the consideration is $500,000.00 or less, and 2.625% of the aggregate consideration when the consideration is greater than $500,000.00. In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

e. New York State Real Estate Transfer Taxes ("Deed Stamps"), which are currently at the rate of $2.00 per each $500.00 of consideration or part thereof. However, pursuant to revisions to the State Tax Law, Section 1402-a, that apply to conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), a higher rate of $3.25 per each $500.00 of consideration or part thereof shall be applicable to (i) conveyances of residential real property where consideration is $3,000,000.000 or more, and (ii) conveyances of any other real property where consideration is $2,000,000.00 or more. For avoidance of doubt, the current rate of $2.00 per each $500.00 of consideration or part thereof shall continue to apply with respect to each conveyance of residential real property where consideration is less than $3,000,000.00, and with respect to each conveyance of any other real property where consideration is less than $2,000,000.00. For purposes of paying this tax with respect to this project, consideration also includes the amount of NYCRPT and Deed Stamps to be paid for the Unit and any Storage Room License, as well as Purchaser's payment of Sponsor's legal fees as set forth in g. below.

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

f. Contribution to the Working Capital Fund in the amount equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing, payable to the Board of Managers;

g. Legal fee of Sponsor's attorneys in the amount of $3,000.00 per Unit, payable to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP provided that an additional fee of $750.00 per closing shall be due for closings which occur outside the offices of Sponsor's attorneys at the request of the Purchaser, Purchaser's attorney, Purchaser's lender, or title company;

Furthermore, a legal fee of $350.00 shall be payable to Sponsor's attorneys for the work involved in processing any assignment of a purchase agreement or contract of sale. It is noted that no such assignments are permitted without the prior written consent of Sponsor. A legal fee of $750.00 shall be payable by Purchaser for the work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorney's for each cancellation and/or release if prepared by such firm pertaining to other than a termination relating to the mortgage financing contingency, if any. The additional fee for a cancellation is only applicable if the Purchaser is at fault for the cancellation;

h. Real estate taxes from the midnight preceding the date of the closing through the end of the tax payment period within which the closing date occurs, which shall be either a quarter (1/4) of a year or one half (1/2) of a year, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser;

i. Under the State Tax law, Section 1402-a, an additional tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). However, pursuant to revisions to the State Tax Law, specifically the addition of Section 1402-b thereto, for conveyances occurring on or after July 1, 2019 (other than conveyances pursuant to binding written contracts entered into on or before April 1, 2019) that occur in cities in the State of New York with populations of one million or more (including the City of New York), the following higher rates for the Mansion Tax shall be applicable: (i) 1.25% of consideration with respect to each conveyance where such consideration for the entire conveyance is $2,000,000.00 or more but less than $3,000,000.00; (ii) 1.50% of consideration with respect to each conveyance where such consideration for the entire conveyance is $3,000,000.00 or more but less than $5,000,000.00; (iii) 2.25% with respect to each conveyance where such consideration for the entire conveyance is $5,000,000.00 or more but less than $10,000,000.00; (iv) 3.25% with respect to each conveyance where such consideration for the entire conveyance is $10,000,000.00 or more but less than $15,000,000.00; (v) 3.50% with respect to each conveyance where such consideration for the entire conveyance is

$15,000,000.00 or more but less than $20,000,000.00; (vi) 3.75% with respect to each conveyance where such consideration for the entire conveyance is $20,000,000.00 or more but less than $25,000,000.00; and (vii) 3.90% with respect to each conveyance where such consideration for the entire conveyance is $25,000,000.00 or more. For avoidance of doubt the current rate of one percent (1%) of consideration shall continue to apply with respect to each conveyance where such consideration for the entire conveyance is $1,000,000.00 or more but less than $2,000,000.00. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of the NYCRPT and Deed Stamps to be paid for the Unit and any Storage Room License by Purchaser as well as Purchaser's payment of Sponsor's legal fees. Purchasers should note that for purposes of this discussion of transfer taxes, "residential real property" shall include a one, two, or three-family house, an individual condominium unit (including an individual Residential Unit hereunder), or a cooperative apartment, that is or may be used, in whole or in part, as a personal residence, and that, as explained hereinabove, the transfer of a Residential Unit together with a Storage Room License could potentially trigger the non-residential tax rates.

In the event that the City of New York determines additional transfer taxes are due following an audit of any closed transactions, it shall be the Purchaser's sole obligation, which shall survive the closing, to respond to and defend such audit and pay any additional tax imposed.

Residential real property includes a 1 to 3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring on or after July 1, 1989 other than conveyances pursuant to binding written contracts entered into on or before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Transfer Tax and Deed Stamps to be paid for the Unit by Purchaser, as well as Purchaser's payment of Sponsor's legal fees as set forth in g. above.

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

In addition to the above costs, each Purchaser of a Unit will be responsible for the fees and expenses of his own attorney, if any. As a result of the variable factors with respect to each Unit, such as purchase price, terms of a possible mortgage commitment, fees of Purchaser's attorney

and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchaser review their closing costs with an attorney.

The Purchaser will be required to pay to the Board of Managers Common Charges allocable to his Unit monthly in advance. Common Charges assessed during the month in which title closes shall be adjusted with the Sponsor as of the midnight preceding the closing date, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in closing of title by Purchaser. The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown in Schedule A contained herein.

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

Water and sewer charges shall be adjusted between the Sponsor and the Condominium as of midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on January 1, 2021, Sponsor will have paid the real estate taxes for the Property through June 30, 2021. Sponsor shall place in escrow with the Condominium Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for six (6) months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for all or part of this six (6) month period, then this six (6) month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. Therefore, if the First Unit Closing occurs on January 1, 2021, and real estate tax have been paid through June 30, 2021, then Sponsor shall not be required to place real estate taxes into escrow with the Condominium Board of Managers since six (6) months of real estate taxes will have already been paid. Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount

necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing or an amount necessary to pay the amount of allocated taxes for the Unit which will be due on the next tax payment date (which in New York City is either July 1st or January 1st). At the option of Sponsor, this funding may occur in addition to Purchaser paying such funds to its mortgagee, or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit. Alternatively, and notwithstanding anything herein to the contrary, in the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, the Board of Managers may elect to have each Unit Owner pay to the Board, as an Assessment or as Additional Common Charges, his, her or its pro rata share (in the proportion that such Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property. The Board of Managers will then pay such taxes either to the Finance Administration of The City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes.

Subsequent to this six (6) month period, until a separate assessment for each Unit has occurred, each Unit Owner or its mortgagee shall, on January 1st and July 1st of each year, pay to the Board of Managers, for the purpose of paying such Unit Owner's share of the real estate taxes for the ensuing six (6) months, an amount determined by multiplying such Unit Owner's percentage of Common Interest by the aggregate real estate taxes assessed against the tax lot comprising the Property for the six (6) month time period. At the option of Sponsor, Purchasers may be required to fund at the closing of title to their Unit, their proportionate share of the funds to be escrowed with the Board of Managers for this purpose. The Board of Managers shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Property when due. Sponsor shall also pay into this special account with respect to any Units owned by it.

At Unit Closings individual Purchasers shall adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax payment period within which the closing date occurs. However, Sponsor shall be reimbursed by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in closing of title by Purchaser. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of percentage Common Interest and adjustment on the basis of actual apportionment, it shall be made at that time.

2. Mortgage Tax Credit

(a) Section 339-ee(2) of the New York Real Property Law provides as follows:

> "In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a

> blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two (2) years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

If Sponsor has paid a mortgage recording tax for a construction loan and/or blanket mortgage on the Property and in the event that a mortgage tax credit becomes available pursuant to the above Section of the New York Real Property Law, then it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At closing the Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

(b) In the event the mortgage recording tax credit pursuant to Section 339-ee (2) of the New York Condominium Act is unavailable, Sponsor, at its option, may arrange, in lieu of the mortgage recording tax credit, to have its current or future lenders, as the holders of the loans encumbering the Property (hereinafter "Sponsor's Mortgages"), assign to a Purchaser's lender, a portion of Sponsor's Mortgages, in an amount equal to the mortgage loan obtained by Purchaser (the "Mortgage Assignment"). If Sponsor chooses to have its lenders deliver a Mortgage Assignment to Purchaser's lender, Sponsor will pay the costs and fees charged by Purchaser's lender, and Purchaser's lender's attorneys, as well as all applicable recording charges to effect the contemplated assignment ("Mortgage Assignment Expenses").

If, at Sponsor's option, the Mortgage Assignment is effected, Purchaser shall, in lieu of paying mortgage recording tax to the State of New York, pay Sponsor, at Closing, an amount equal to the mortgage recording tax which would otherwise have been due by Purchaser ("Mortgage Recording Tax Reimbursement"). Sponsor also reserves the right to direct Purchaser to pay, from the Mortgage Recording Tax Reimbursement, the Mortgage Assignment Expenses. It is intended that Purchaser shall not be obligated to pay or incur any expense or sum of money that it would not have paid in the event the mortgage recording tax credit was available.

The entire contents of this Paragraph "2" as well as those in Paragraph 1 above, as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

A numerical example for the costs set forth in this section of the Offering Plan for a typical Residential Unit, such as Unit 4A, with a purchase price of $2,215,000.00 and a mortgage of $1,772,000.00 are estimated as set forth below. Tax, insurance and recording rates are subject to change.

1. Title insurance for fee and mortgage, $10,253.00 ($8,509.00 fee) ($1,744.00 mortgage);

2. recording costs for deed and power of attorneys $600.00;

3. mortgage recording tax (including payment to Sponsor pertaining to mortgage tax credit, if any) $34,081.00;

4. recording cost of mortgage, partial release, UCC Termination Statement and ACRIS filings $650.00;

5. New York City Real Property Transfer Tax $32,183.32;

6. New York State Real Estate Transfer Taxes (deed stamps) $9,034.00;

7. New York State Mansion Tax $28,230.98;

8. Working Capital Fund Contribution (2 months Common Charges) $4,271.80;

9. legal fee of Sponsor's attorney (assuming the closing takes place in the office of Sponsor's attorneys, no assignment and no unauthorized delay in closing by Purchaser) $3,000.00;

10. real estate tax escrow –

    For a closing occurring on January 1, 2021, 2nd half 2020/2021 real estate taxes will have been paid. Therefore, for 1st half 2021/2022 real estate taxes, due July 1, 2021, six (6) months of real estate tax escrow would be picked up. For example, for Unit 4A, this amount would be estimated at approximately $14,939.58 based upon the estimates in Schedule A for the First Year of Condominium operation. It is also noted that a January 1, 2021 closing where the 2nd half of 2020/2021 real estate taxes are paid would mean the Purchaser would have to reimburse Seller for six (6) months of real estate taxes. For Unit 4A, based upon the estimates in Schedule A for the First Year of Condominium operation, this amount would equal approximately $14,939.58

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include, purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee and monthly Common Charges prospectively from the closing date.

11. Total estimated costs for items 1 through 9 above equal approximately $122,304.10.

12. If the total amount of the real estate tax escrows ($29,879.16) are added to the total in 11 above, the grand total of funds required for closing equal approximately $152,183.26.

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time. In the event that Sponsor is unable to perform its obligations pursuant to the Offering Plan, Sponsor shall cease all sales activity and amend the Offering Plan to disclose its current financial condition. The amendment will also provide that Purchasers, will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreement by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days after the presentation of the rescission amendment. Currently, there is no timeline for withholding or releasing additional Units onto the market.

The project is being financed from Sponsor's own funds and construction loan financing from Pacific Western Bank, a California state-chartered bank having an office at 5404 Wisconsin Avenue, 2nd Floor, Chevy Chase, Maryland 20815 (hereinafter the "Construction Lender"). The construction loan closing took place on January 24, 2019. Pursuant to the terms of the construction loan, provided Sponsor is not in default of any loan provision, the Sponsor shall have the right to sell the Units at offering prices that are not less than minimum sales prices negotiated by the Sponsor with the Construction Lender. Sponsor represents that all of the offering prices, as set forth in Schedule A located in Part I of the Offering Plan, are above any proposed minimum sales prices negotiated by Sponsor with the Construction Lender. Further, the Construction Lender has agreed that upon the payment by Sponsor of the greater of the minimum sales price or a percentage of gross or net sales proceeds from the closing of each Unit as required under the loan documents until the loan is paid in full, the Construction Lender will partially release the Unit closed from the lien of the Construction Lender's construction loan. Additionally, based upon the terms of the construction loan, the Sponsor will not have the right to lease any portion of the Property without the consent of the Construction Lender.

Sponsor makes the representations set forth below with respect to certain obligations under the Plan.

1. The Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction of the Units and Common Elements for the authorized and proper work performed and fixtures, material and equipment supplied or installed in said construction.

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost, complete the construction of the Units and Common Elements in accordance with the plans and specifications described herein. If any work still remains to be done to complete such work, provided such work will not prevent the issuance of a permanent Certificate of Occupancy,

Sponsor, at Sponsor's own cost and expense, will perform or cause all such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units or Common Elements.

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

The Sponsor also reserves the right, without altering the total amount of space contained in the Building, to change the size, interior layout and location of any Unit or the number of Units, provided such changes are made in accordance with the Section of the Plan titled "Changes in Prices or Units" herein.

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any Storage Room, including, but not limited to, increasing the number of Storage Rooms in its sole discretion.

Changes will be made in the size or number of Units, their respective percentage of Common Interest, or in the amount or quality of Common Elements, except as otherwise provided herein, only with the consent of all Unit Owners directly affected, and by amendment to the Plan and also by amendment to the Declaration if the Declaration was filed prior to such change. To be directly affected the change in the size of a Unit must be to such Unit Owner's Unit or the change must be to his or her percentage of Common Interest or in the amount or quality of Common Elements which he or she is entitled to use. However, Sponsor shall not be obligated to obtain consent of any Unit Owner for changes made prior to the execution of a Purchase Agreement for the affected Unit or Units, provided such changes are made by amendment to the Offering Plan and to the Declaration if the Declaration was filed prior to such change.

Changes to the size, layout or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser shall be made only with the written consent of the Purchaser of such Unit. Notwithstanding the foregoing, such changes may be made, provided all directly affected Unit Owners consent in writing to such change and all directly affected Purchasers who are still contract vendees and who either consent in writing to such changes or are given the right to rescind and receive from Sponsor a return of any deposit or Down Payment for fifteen (15) days from the date of mailing or personal delivery of written notice from Sponsor and provided that in such an event, the changes are necessitated by DOB requirements and/or applicable law which are outside of Sponsor's control.

Further, Sponsor cannot make a material adverse change with respect to a Storage Room License Agreement for which there is an executed Purchase Agreement without the Purchaser's written consent or granting the right to rescind his Purchase Agreement as to the affected Storage Room License in the event that the changes are necessitated by DOB requirements and/or applicable law which are outside of the Sponsor's control. Should the Purchaser make a timely election to rescind pursuant to a right of rescission offered by Sponsor, Sponsor shall return to Purchaser the portion of the deposit allocated to the applicable Storage Room License (i.e. 10%, or if applicable, 50%, of the Storage Room License Payment), and the Total Purchase Price shall be reduced by the amount of the applicable Storage Room License Payment specified in the Purchase Agreement.

3. The Sponsor, at Sponsor's sole cost and expense, will obtain, prior to the closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor and its principals shall complete construction and obtain a permanent Certificate of Occupancy for the entire project within two (2) years subsequent to the First Unit Closing or at such sooner time as the temporary Certificate of Occupancy, as same may be renewed, replaced or extended, expires. If, at the time of closing of title to a Residential Unit Sponsor and its principals has only obtained a temporary "Class A" residential Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost of obtaining a permanent "Class A" residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor and its principals or its designee upon the obtaining of a permanent "Class A" residential Certificate of Occupancy covering such Unit or the Building. Alternatively, the Sponsor and its principals shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined. In the event that Sponsor does not obtain an architect's opinion as to the amount to be escrowed, then in such event, the Sponsor and its principals shall hold all proceeds of the Unit sale in escrow

with an escrow agent until a permanent Certificate of Occupancy covering the Unit or the Building is issued.

Additionally, the Sponsor and its principals will extend the temporary certificate of occupancy for the Building until the permanent certificate of occupancy is issued.

Any amount(s) retained in escrow pending the delivery of a permanent certificate of occupancy and the architect's certification(s) certifying such amount(s) will be included in each post closing amendment to the Plan until the permanent certificate of occupancy is obtained.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all

units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its Principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining an FCO covering the entire Building within two (2) years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL USE ITS BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Furthermore, if Sponsor permits Unit Owners to undertake renovations to individual Units prior to the procurement of an FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

The Sponsor anticipates that the First Unit Closing will occur on or about January 1, 2021. Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing; or (ii) the projected date of the First Unit Closing occurs later than December 31, 2021, twelve (12) months after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond that amended, later date.

However, if the First Unit Closing occurs before January 1, 2022, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSECTIVE PRUCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

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

4. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the section of the Plan titled "Unit Closing Costs and Adjustments," and will pay or have paid, except as otherwise provided in the Plan, all selling expenses of

Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

5. The Sponsor will pay all Common Charges, real estate taxes, special Assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. As set forth in Part I of the Offering Plan, however, Sponsor, where Purchaser has caused an unauthorized delay in closing of title, shall be entitled to certain reimbursement of real estate taxes, Common Charges and interest. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds. If this source proves insufficient Sponsor shall seek funds from the construction lender, if any, or another lender.

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

   In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. During the period of such in lieu payments, each individual unit owner will remain liable for the payment of real estate taxes and any individually metered utility charges assessed against their unit. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

6. Prior to the First Unit Closing, all liens affecting the Property shall be paid and satisfied or bonded or the Units being conveyed and their appurtenant Common Interest shall be released therefrom by partial release duly recorded.

7. The Sponsor will correct any patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to materially improper workmanship or materials materially at variance with the

architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit or any Residential Unit Limited Common Element appurtenant to such Unit affected within six (6) months from the date of closing of title to such Unit or, with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements affecting the Unit, that Sponsor is notified by the Board of Managers within six (6) months from the First Unit Closing. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to materially improper workmanship or material materially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit or any Residential Unit Limited Common Element appurtenant to such within one (1) year from the closing of title to such Unit or is notified by the Board of Managers with respect to General Common Elements, Residential Limited Common Elements, and/or Commercial Limited Common Elements within one (1) year after the completion of such Common Element at issue. However, nothing herein shall be construed to limit any rights which the Attorney General may have under the Martin Act, Executive Law or any other applicable law or regulation. Notwithstanding anything contained herein to the contrary, any work shall be comparable to local standards customary in the particular trade and shall be done in accordance with (i) all applicable codes, and (ii) approved plans and specifications for the Building. Sponsor, in its sole discretion, shall select the method of correcting any defect. On three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect.

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

Notwithstanding the foregoing, Sponsor will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board of Managers or Unit Owners. In addition, in no event shall the Sponsor be responsible for any immaterial condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial

or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging and cracking on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in Formica or porcelain surfaces, bath and kitchen tile grouting, adjustment of any bi-fold or sliding doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, marks, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances, or replacement of fluorescent light ballasts, (xv) cracks or variations in tone, finish or color of any marble, granite or stone used in kitchens or bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble, granite or stone aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood or redwood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone, Formica and porcelain surfaces, which repair shall be made by grinding the stone, filling the Formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, Formica or porcelain surfaces.

The Housing Merchant Implied Warranty Law (GBL Article 36-B) does not apply to this Offering of the Units and/or the Property.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

Notwithstanding any provision to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of, (i) any immaterial variations from the plans and specifications or the description of the Building or a Unit set forth in the Offering Plan or (ii) variations from the plans and specifications or description of the Building or a Unit set forth in the Offering Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of equal or better quality.

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

8. The Sponsor represents that, until it no longer controls the Board of Managers, the Property will be maintained, repaired, cared for and operated in substantially the same condition and manner as it was on the date of the First Unit Closing, subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which the Sponsor is reasonably unable to exercise control. If the Sponsor is prevented from so maintaining the Property for any of these reasons other than fire or other casualty, the Sponsor will make any repairs subsequent to the First Unit Closing that it was obligated to make as of the First Unit Closing.

As set forth in the section of the Plan titled "Effective Date," in the event casualty which cannot be repaired for cost of less than an amount equalling one half of one percent (.5%) of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically cancelled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of a damaged Unit, then the following shall be applicable: The Purchase Agreements for all Units, other than "Affected Units" (as previously defined in the section of the Plan titled "Terms of Sale"), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any

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

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

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

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

9. Sponsor shall deliver to The Board of Managers a set of as built architectural plans upon completion of the project and, to the extent they exist and are available, any maintenance manuals for the mechanical systems and equipment in the Building.

10. Sponsor shall procure on behalf of and at the expense of the Condominium, prior to the First Unit Closing, the insurance policy(ies) provided for in Schedule B of Part I of the Plan.

11. Sponsor shall be obligated to defend any suits or proceedings arising out of its acts or omissions, and shall be obligated to indemnify the Board of Managers and the Unit Owners against any such suits or proceedings.

Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

Sponsor's representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

12. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

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

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction or rehabilitation of buildings.

15. During the time the principal of the Sponsor controls the Board, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

16. Although it is the intent of Sponsor to sell all of the Residential Units, except for Units 8A and 8B which are not offered for sale to the public this time, the Sponsor, its successors, assigns or designees, may offer all or any Unsold Units, for lease to contract vendees prior to or after Consummation of the Plan pursuant to Interim Use and Occupancy Agreements or to non-interim lessees after Consummation of the Plan. Purchasers of any such leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

    Additionally, all of the Storage Room Licenses are intended to be sold in accordance with this Plan at the prices noted in Schedule A-1 located in Part I of the Offering Plan.

    Since there are only thirty (30) Storage Room Licenses being offered for sale, Sponsor is hereby reserving the unconditional right to determine which Purchasers of Residential

Units will be allowed to purchase a Storage Room License and how many Storage Room Licenses will be sold to an individual purchaser.

Sponsor has also reserved the right to reconfigure, change, combine, relocate and/or modify any or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and in order to increase the number of Storage Rooms. Sponsor shall determine the total number of Storage Rooms prior to the issuance of the permanent certificate of occupancy for the Building.

17. At the closing of title to a Unit, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed within such Unit. The Board of Managers shall simultaneously execute and deliver to the Purchaser of such Unit an authorization to enforce such warranties on its behalf. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers at the First Unit Closing or promptly thereafter.

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

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to his Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 18 of this section shall survive delivery of the deed. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

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

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

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Units, Common Elements and Limited Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in Paragraph "a" above, such rights reserved to Sponsor and its designee(s) specifically include the following:

1) The right to maintain any vacant and Unsold Unit(s) as general, construction and sales and leasing office(s) and/or Model Residential Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection by and display of vacant or leased Units, as well as Storage Rooms and all other Common Elements and Limited Common Elements, to prospective purchasers or lessees;

2) Right of access in and to Units, Storage Rooms, Common Elements and Limited Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3) Right to show vacant or leased Units and Storage Rooms;

4) Utility and other easements for the benefit of Unit Owners, Common Elements and Limited Common Elements.

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agrees to repair damage directly attributable to and caused

by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

Sponsor's Right to Perform Alterations

Sponsor (and its successors, assigns and designees) shall have the right to alter any Unit, Storage Room or other Common Element or Limited Common Element subject to filed amended plans and/or specifications, and consistent with the terms of this Plan.

Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use Building electricity, water and other utility services and facilities with the cost thereof being a Shared Common Expense paid by all of the Unit Owners as part of their Common Charges; (vi) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, upon reasonable notice to affected Unit Owners, unless such access is needed in an emergency, in which case no notice is required and (vii) erect and maintain hoists, sidewalk sheds, sidewalk fences and temporary walkways, construction shacks and trailers in the street adjacent to and on the Property. With respect to subparagraph (v) above, Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall be responsible for any damages resulting from such penetration and entry into the Units and the work performed therein.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide purchasers. Such sales do not require a right of first refusal to the Board of Managers. Until the first annual meeting of the Condominium, the Board of Managers shall consist of three (3) persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Notwithstanding the above to the contrary, Sponsor, while it maintains voting control of the Board of Managers, will provide levels of maintenance, facilities and services consistent with those set forth in "Schedule B, Project Budget For First Year of Condominium Operating Commencing January 1, 2021."

So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than two (2) of the five (5) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. Sponsor shall relinquish voting control of the Board of Managers upon the earlier of (i) the transfer of title to Residential Units, the percentage Common Interest of which, in the aggregate, equals at least ninety percent (90%) of the Common Interest allocated to all Residential Units or (ii) five (5) years after the First Unit Closing. However, Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) managers, within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety (90%) percent or (iii) two (2) years after the First Unit Closing. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the first annual meeting of the Unit Owners. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units to elect a majority of members to the Board of Managers, but subsequent to its relinquishing voting control of the Board of Managers, Sponsor will not use such vote to elect a particular individual to the Board of Managers which would, by the election of such individual, give Sponsor voting control of the Board. Likewise, non-Sponsor Unit Owners will vote the percentage of Common Interests allocated to their Units, but this does not guarantee a certain number of non-Sponsor members of the Board of Managers. The Commercial Unit Owner, other than the Sponsor or as a Sponsor-designee, shall not have any designation rights as to members of the Board of Managers. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its

designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

As long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to (a) any contingency fund and/or capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and (b) Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan, unless the annual cost of all other services being provided is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with: the offer and sale or leasing of Units at the Property; the operations of sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor to comply with applicable laws in construction, renovations or repair of Units. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to or exercise a veto power, the expenses set forth in Schedule B of the Offering Plan and/or over the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulation, to remedy any notice of violation or to remedy any work ordered by an insurer.

Members of the Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, a member of the Board of Managers may be removed from office with or without cause by the affirmative vote of Unit Owners owning in the aggregate a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner as a Sponsor-designee) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Board of Managers.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sale or Lease of Unit

Each Unit Owner is free to sell or lease his Unit, except that a Residential Unit Owner must first give to the Board of Managers, on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed purchaser or lessee, as more specifically provided for in Article VIII, Section 1 of the By-Laws of the Condominium. Any such lease of a Residential Unit shall be substantially in the form for apartment leases prepared by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., except as otherwise provided in the By-Laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

Notwithstanding the foregoing, the Sponsor, its designee, the Commercial Unit Owner, or a mortgagee acquiring title to a Unit in foreclosure or by deed in lieu of foreclosure, shall have the right to sell or lease Units and/or Storage Rooms owned by the Sponsor, its designee, the Commercial Unit Owner or such mortgagee without any requirement that the same be offered to the Board of Managers prior to such sale or lease as required pursuant to the aforementioned Article and Section of the By-Laws. The Board of Managers shall be required to cooperate in providing appropriate physical access to any such Unit and related Common Elements, as well as all financial information regarding same.

The Sponsor also hereby reserves the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor reserves the right to lease Units to non-purchasers without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law. If, in fact, prior to the sale of a Unit, the Sponsor leases such Unit to any person or entity who does not purchase, the initial purchaser thereof will be purchasing a Unit that has been previously occupied. In all such cases Sponsor will deliver title to such Units at closing free and clear of any tenancy or occupancy. No amount paid as either rent or security under the lease will be credited towards the purchase price. Sponsor also reserves the right to use license agreements in lieu of or in addition to the leases.

With regard to a Storage Room License, the following restrictions apply. A Storage Room License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room License in question will devolve to the Board of Managers which will have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Rooms to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, a Storage Room License may only be sold by Sponsor or a Sponsor-designee to a Residential Unit Owner.

Each purchasing Unit Owner, at the closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney," designating the Board of Managers and their successors, as his or her attorneys in fact, coupled with an Interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Each Conveyance of Unit by a Unit Owner shall include, as part of the property to be conveyed, the Unit Owner's: (i) Common Interest; (ii) undivided interest in any Unit or Units acquired by the Condominium Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit, other than mortgages placed on such Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing.

The Condominium Board may not discriminate against any person for a reason proscribed by the laws of the State of New York.

A Unit Owner may, without restriction, make a gift of his Unit to anyone during his lifetime, to devise such Unit by will or to pass same by intestacy.

No residential lease shall be entered into by Sponsor having a commencement date which is prior to the issuance of a temporary or permanent Certificate of Occupancy for the Building, or, alternatively, the issuance of a temporary Certificate of Occupancy for the Unit which permits lawful use of the leased Unit.

With the exception of the Commercial Unit, no portion of a Unit other than the entire Unit may be leased.

The Board of Managers shall have the authority to promulgate additional rules regarding use of, and access to, the Storage Rooms and the procedures for assigning the Storage Room Licenses. As part of the sale of his Unit, or with regard to the sale of a Storage Room License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Room License to the Board of Managers which shall be authorized to reissue such Storage Room License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale. Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. A copy of the Storage Room License to be executed at Closing is set forth as Exhibit "B" to the Purchase Agreement which is included in Part II of the Offering Plan. The Storage Rooms are located on the cellar level of the Building and the Sponsor and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with Applicable Law regarding the

Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Mortgage of Units

As stated in Article VIII, Section 11 of the Condominium's By-Laws, each Unit Owner is free to mortgage his Unit, provided that any mortgage encumbering a Residential Unit shall be a first mortgage or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee, or to the Seller of such Unit(s). Purchasers pursuant to this Plan, however, if they seek mortgage financing, shall be required to follow procedures set forth in the Offering Plan and Purchase Agreement, if any. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. The Sponsor, its designee and/or the Commercial Unit Owner may encumber his Unit with a mortgage or mortgages without being subject to the aforementioned restrictions. Such restrictions also do not apply to Unsold Units. Sponsor makes no representations as to Federal Housing Administration ("FHA") or Fannie Mae Mortgage requirements, which are subject to change at any time, and which Purchasers are encouraged to discuss with Purchaser's attorneys prior to entering in a Purchase Agreement. NOTWITHSTANDING THE FOREGOING, IF ANY INITIAL PURCHASER WHO PURCHASES PURSUANT TO THIS OFFERING PLAN SEEKS MORTGAGE FINANCING, SUCH PURCHASER SHALL BE REQUIRED TO FOLLOW THE PROCEDURES FOR MORTGAGE FINANCING SET FORTH IN THE OFFERING PLAN AND THE PURCHASE AGREEMENT, IF ANY. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearage for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens therefor.

Sponsor reserves the right, through itself, an affiliate and/or a Sponsor-designee, to offer financing to purchasers. As of the date of filing of the Plan, however, Sponsor does not intend to offer such financing.

Easements and Right of Access

Each Unit Owner shall have an easement in common with the Owners of other Units to use and maintain all pipes, ducts, cables, wires, conduits, public utility lines or other Common Elements located in other Units and serving his Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of the Building, or as a result of restoration of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by the Board of Managers to the Common Elements so that any such encroachment may remain undisturbed so long as the Building stands. The Board of Managers, through a designated manager, managing agent, or their employees or other designee

shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements, Limited Common Elements or any other Unit.

Use of Units

The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitee shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partners, member, fiduciary, beneficiary, principal of employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of any of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail or restaurant uses, or for any other lawful purpose. The Owner of the Commercial Unit and any tenant or tenants of such Unit pursuant to the terms of any leasing pertaining thereto, shall have the right, without charge or limitation, to install, repair and maintain either within or in the immediate location of such Unit below the windows at the second floor level and on the sidewalks adjacent to the Commercial Unit's entrance or entrances, a sign or signs, which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Commercial Unit Owner and any tenant or tenants thereof, shall have the right, and an easement, without charge or limitation, to erect or install, repair and maintain, a canopy, awning and/or automatic teller

machine ("ATM") at any entrance to the Building which services the Commercial Unit, or in the immediate location of the Commercial Unit, without prior written consent of the Board of Managers. Such Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Commercial Unit Owner or its tenant(s) shall obtain and pay for all permits required for such signs, canopies, awnings and/or ATM, and any necessary renewal fees to the extent they are applicable to such installations.

The Commercial Unit Owner shall also have the right without consent of the Board of Managers, charge or limitation, to install, repair and maintain window protection devices. Such Unit Owner and any tenant of space in the Commercial Unit shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owner or their tenants shall obtain and pay for all permits required for such installation and any necessary renewal fees.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room will not be applicable to a Storage Room held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the

Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused at the sole discretion of the Board of Managers, nor shall anything be projected out of any window of any Residential Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

No exterior of any Residential Unit, including the balconies and/or roof terraces or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

Plantings on any private balcony and/or terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches (2") from the private balcony or terrace surface, and, if adjoining a wall, at least three inches (3") from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3") inches from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private balcony and/or terrace, but shall stand on supports at

least two inches (2") above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private balcony and/or terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows or open balconies and/or terraces or placed upon the window sills of the Building.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and

regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including, (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any government agency shall be payable by the Unit Owner as additional Common Charges.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

Except for Units owned by Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, balconies, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that the Owner of the Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except

if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of the Commercial Unit shall pay the increase.

Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, as determined by the Board of Managers subject to a Unit Owner's right to pursue all legal remedies with respect to such use, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

Nothing shall be done or kept in any Residential Unit or in the Common Elements, including but not limited to the Storage Rooms, that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, including but not limited to the Storage Rooms, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit and/or Storage Room at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit and/or Storage Room for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or Storage Room for its permitted purposes.

The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit and/or Storage Room. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit and/or Storage Room without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit and/or Storage Room promptly after such Unit Owner moves into his Unit and/or Storage Room, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit and/or Storage Room. If Sponsor or the Board of Managers must gain access to a Residential Unit and/or Storage Room for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit and/or Storage Room caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit and/or Storage Room at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit and/or Storage Room without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

The use of (i) the common roof terrace at the main roof of the Building; (ii) the residential Storage Rooms located at the cellar level of the Building; (iii) the half bathroom located at the cellar level of the Building, and (iv) the bike storage room located at the cellar level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

The use of the gym/lounge together with its half bathroom and the adjacent outdoor terrace on the 2nd floor of the Building, including any and all exercise and/or gym equipment located

therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the main roofs of the Building.

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

When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective family members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective family members', guests', domestic employees', agents', visitors' or licensees' failure to abide by the provisions of this paragraph shall be borne solely by the Owner of such Residential Unit causing the damage.

At such Unit Owner's sole cost and expense, a Unit Owner who has the exclusive use of a private balcony and/or roof terrace, shall be subject to the following obligations with regard to any and all landscaping located on or separating said balcony and/or roof terrace from other private balconies and/or roof terraces and/or the common roof terrace at the main roof of the Building:

i. The Unit Owner shall maintain all screen planting, including the fertilization and pest control thereof;

ii. All dead plants shall be replaced as soon as the planting season allows (Fall and Spring – the Unit Owner is responsible to check applicable Fall planting hazard list for those plants that can only safely be planted in Spring). New plants must match original specifications, including genus, species and size, as existed on the date of closing of title to the Unit. The approved list of existing plants will be on file with Managing Agent;

iii. Any changes to the planting design must be reviewed and approved in writing by the Board of Managers;

iv. All plants must be maintained in good health throughout the year;

v. Soil depth may not be increased, nor may it be piled against any privacy fencing;

vi. Plants may not be trimmed, pruned, or shaped to diminish screening and visual separation between terraces without the consent of Managing Agent;

vii. Trees that suffer storm damage shall be assessed by an arborist for recommendations regarding replacement or compensatory pruning to maintain screening capacity and optimal plant health;

viii. Shrubs that suffer storm damage shall be assessed by a qualified horticulture professional and replaced or pruned to maintain screening capacity and optimal plant health;

ix. Increasing the height of privacy fences is strictly prohibited by law (Landmarks Preservation Commission).

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

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit and/or Unsold Storage Room unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit or the Commercial Unit Owner unless agreed to by the Commercial Unit Owner.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges, Assessments and Special Assessments or other expenses when due. Common Charges for each Unit which shall

include "Shared Expenses" and either "Residential Common Expenses" attributable to the Residential Units only, or "Commercial Common Expenses" attributable to the Commercial Unit only, as set forth in "Schedule B, Projected Budget For First Year Of Condominium Operation Beginning January 1, 2021" herein and further defined in the footnotes thereto, and shall be determined by multiplying that Unit's Contributing Share by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose Assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The Assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. A Special Assessment with respect to repair or reconstruction after a fire or other casualty, as set forth in Article VI, Section 3 of the By-Laws, is also determined in accordance with the Unit Owner's percentage of Common Interest and/or Contributing Share, whichever is applicable. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund or Assessment for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements.

The Board of Managers shall also take prompt action to collect any Storage Room License Fees and any Assessment due from any Unit Owner which remains unpaid. For purposes of collection, all License Fees due from Unit Owners shall be deemed Common Charges and the Board shall have all rights and remedies under the Declaration and By-Laws to collect same.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York and until all sums secured thereby with the interest thereon shall have been fully paid or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

On July 22, 1998 the Governor of the State of New York signed Real Property Law Section 339-kk, allowing a condominium's Board of Managers the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if the Non-Occupying Unit Owner is not

current on his or her common charges, assessments or late fees. In order to collect rents directly from the Tenant, the Unit Owner must fail to make the payment of Common Charges, Assessments or late fees within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and Unit Owner providing that, commencing immediately and until such time as all payments for all Common Charges, Assessments or late fees are made current, all rental payments are to be made directly to the Condominium Association at the address provided in the notice. Once all Common Charges, Assessments or late fees are current, the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such and that thereafter all future rental payments should be made to the Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present its supporting facts at the next scheduled Board meeting (which must be held within 30 days of the Board receiving notice of contest). Section 339-kk also allows the Board the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen (15) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance made by him of his Unit, with appurtenant Common Elements, in accordance with the Declaration and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting the exterior side of a Unit entrance door), windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at

the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning equipment or other mechanical equipment.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) in the event there is more than one (1) Commercial Unit, by the Board of Managers as a Commercial Common Expense, if such Limited Common Elements is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not that it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense the individual Unit Owner whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v) at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner or Unit Owners, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's or Unit Owners' negligence, misuse or neglect. The City of New York has no responsibility to maintain the Common Elements of the Condominium. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of the residential lobby and at the common roof terraces located at the 2nd floor and main roof of the Building shall be a Residential Common Expense.

Additions, Alterations and Improvements

A non-structural alteration to a Residential Unit or the Commercial Unit that does not affect the exterior of the Building or the value of other Units may be made by any Residential Unit Owner

or the Commercial Unit Owner without consent of the Board of Managers. Notwithstanding the above to the contrary, Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit may also make structural alterations in any Unit owned by it, including the Commercial Unit, without prior consent of the Board of Managers. No Unit Owner other than the Sponsor or its designee as a holder of Unsold Units or the Commercial Unit Owner may make a non-structural or structural alteration which affects the exterior of the Building or the value of other Units without prior written approval of the Board of Managers. The Sponsor or its designee or the Commercial Unit Owner needs no such consent for any of their Units. No Unit Owner other than the Sponsor, or its designee, as a holder of Unsold Units or the Commercial Unit Owner, may make a structural alteration in a Unit, without the prior written approval of the Board of Managers. The Sponsor, or its designee or the Commercial Unit Owner needs no such consent for any of their Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (a certificate for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect/engineer consulted in connection with the request by a Unit Owner for approval of a structural alteration.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements or Limited Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Insurance

The insurance policies obtained by the Board of Managers shall provide that each Unit Owner shall be an additional insured. These policies shall provide fire and casualty insurance for the Building, liability insurance, Board of Managers' and officers' liability coverage and Workers Compensation and New York State Disability insurance. The specific amounts of coverage other than Workers' Compensation and New York Disability Insurance are noted in footnote numbered 10 in the section titled "Schedule B" located in Part I of the Offering Plan.

The insurance coverage does not include any coverage for losses either due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element or the cost of living elsewhere if a Unit is greatly damaged. Nor does it include liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element appurtenant to a particular Unit. Unit Owners should consult their insurance agent as to the availability of this insurance and any additional coverage which might be recommended.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, terrace, roof deck or yard). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict

with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Miscellaneous

In certain instances the Sponsor or its designee as the holder of Unsold Units and/or the Commercial Unit Owner, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. Included among these are the right to use Units as models and display "For Sale," "For Rent" or "For Lease" signs, or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal, the right to alter a Unit without obtaining the prior consent of the Board of Managers, but only in accordance with the other terms of this Plan, and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. For as long as the Sponsor or its designee owns title to one or more Units, and in the case of the Commercial Unit Owner, the Rules and Regulations of the Condominium, By-Laws or Declaration may not be amended in a manner which would, in the sole discretion of Sponsor or its designee, or in some cases the Commercial Unit Owner, adversely affect the Sponsor or its designee or the Commercial Unit Owner in any way, unless the Sponsor or its designee or the Commercial Unit Owner gives its written consent to such an amendment.

RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS AND SUMMARY OF BY-LAWS

Principal provisions of the By-Laws are summarized herein. It is suggested that Purchasers make reference to the full By-Laws, a copy of which is set forth in Part II of the Plan.

Board of Managers

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of not less than three and not more than seven persons. The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

The Board of Managers of the Condominium for the period terminating upon the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the closing of title to Residential Units whose percentage of Common Interest equals, in the aggregate, at least ninety percent (90%) or (iii) two (2) years after the First Unit Closing, shall be selected by the Sponsor. During this period the Board of Managers will consist of three (3) individuals designated by Sponsor. The three individuals designated by Sponsor will be George Pantelidis and Theodore Kakoyiannis, who are principals of Sponsor, and/or one associate or employee of Sponsor. These individuals will resign as board members upon the termination of the aforesaid period and the Sponsor will call for the first annual meeting of the Unit Owners to elect a new Condominium Board consisting of five (5) Managers, within thirty (30) days after the expiration of the aforementioned period. Thereafter, elections to the Condominium Board will be held at the regular annual meeting of Unit Owners. The calling of the first annual meeting to elect a Condominium Board does not require Sponsor to surrender control of the Board. Sponsor control provisions are set forth in the next paragraph. The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners having been presented to the Secretary.

Each of the members of the five (5) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members designated or elected by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the

spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, Managers may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner as a Sponsor-designee) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

As long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than two (2) of the five (5) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. Sponsor shall relinquish voting control of the Board of Managers upon the earlier of (i) the transfer of title to Residential Units, the percentage Common Interest of which, in the aggregate, equals at least ninety percent (90%) of the Common Interest allocated to all Residential Units or (ii) five (5) years the First Unit Closing. Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though its total percentage of Common Interest may otherwise enable it to do so. Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint pursuant to the By-Laws, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in the event, pursuant to the By-Laws any owner-occupant shall be entitled to one (1) seat on the Board of Managers. The Unit Owners may transact such other business at such meetings as may properly come before them. All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to, determination of the Common Charges, including the Shared Expenses to be paid by the Commercial Unit Owner, adoption of

rules and regulations covering the details of the Property, opening of bank accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board of Managers and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for capital replacements and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. As set forth in the Plan, in the section titled "Management Agreement and other Contractual Arrangements," at or immediately prior to the First Unit Closing the Board of Managers shall enter into a management agreement with FirstService Residential New York, Inc. for a term of at least one (1) year, commencing on the date of the First Unit Closing, at an annual fee of $45,000.00 being payable in twelve (12) equal monthly installments.

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except for willful misconduct or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

The principal officers of the Condominium shall be: The President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. Other than an officer designated by the Sponsor, Sponsor's designee, or the Commercial Unit Owner as a Sponsor-designee, the President and the Vice President each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Other officers need not be either a Unit Owner, principal or officer of a Unit Owner or the spouse of a Unit Owner or a member of the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and an Assistant Secretary, and such other officers as in its judgment may be necessary. All officers shall serve without compensation from the Condominium.

The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners. The Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium. The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors, (except painting the exterior side of a Unit entrance door) windows (except painting exterior side of windows), electrical (except Common Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s) shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owner(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, individual Unit Owners shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment which only services their Unit.

All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) in the event there is more than one (1) Commercial Unit, by the Board of Managers as a Commercial Common Expense, if such Limited Common Element is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or

replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by either the Board of Managers or the individual Unit Owner or Unit Owners, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's or Unit Owners' negligence, misuse or neglect. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of the residential lobby and at the common roof terraces located at the 2nd floor and the main roof of the Building shall be a Residential Common Expense.

The Board of Managers and Managing Agent shall have a right of access to any Unit, and if applicable, to such Unit Owner's Storage Room, for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit, Storage Room or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof.

Additionally, the Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the Residential Units, Residential Limited Common Elements, Residential Unit Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and/or private balconies and/or terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such roof areas.

Pursuant to the terms of the Declaration of the Condominium, the user of any easement granted by the Declaration shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for the use of any easement granted from the user's use of such easement.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: Fire insurance with extended coverage, insuring the Building, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items, but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker or the amount of insurance necessary to avoid the effects of co-insurance. All such policies shall provide that adjustment of loss, if over $100,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $100,000.00 or less, shall be payable to the Board of Managers, and if more than $100,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire insurance coverage of the Building as set forth in Note 10 of the Projected Budget for the First Year of Condominium Operation shall be $30,000,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in Article XII, Section 5 of the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (i) worker's compensation and disability benefits insurance for Condominium employees, if any, (ii) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements, including any of the sidewalks in front of the Building, or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit, (iii) such other insurance, including but not limited to, boiler, elevator and machinery coverage, water damage legal liability, coverage as the Board of Managers may determine. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against

another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00, covering all claims for bodily injury with respect to any one occurrence, together with a commercial umbrella policy in the amount of $25,000,000.00.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, terrace, roof deck or yard). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Notwithstanding the foregoing or any other provisions of these By-Laws, any insurance maintained by the Board of Managers shall not obviate the obligations of the Unit Owners with

respect to insurance, maintenance, and/or repair of their respective Units, and if applicable, appurtenant Limited Common Elements (including, but not limited to, the obligations of Unit Owners with respect to fixtures initially installed in their respective Units by the Sponsor or by prior construction).

In the event of a fire or other casualty which destroys or substantially damages less than seventy-five percent (75%) of the Building the insurance proceeds shall be dedicated to the repair and/or renovation of the Building and the Units, but not the repair or replacement of any improvements made by individual Unit Owners. If the cost of such repair exceeds the insurance proceeds available the excess cost shall constitute a Common Expense and Unit Owners may be accordingly assessed an amount which shall be in proportion to their respective Common Interests.

In the event of a fire or other casualty in which more than seventy-five percent (75%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least seventy-five percent (75%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Notice of Meetings; Reports to Unit Owners

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

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, his undivided interest in the Common Elements, together with his interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to his Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Unit not owned by Sponsor or its designee or the Commercial Unit Owner, the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to

the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal.

In the event the Board does exercise its right of first refusal, the acquisition or lease of the Unit may be made from the working capital and Common Charges or, if such funds are insufficient, the Board of Managers may assess each Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of Common Interest or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Board of Managers may also assess each Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Unit. In the event any Units are acquired or leased by the Board of Managers the title or lease shall be held by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Board on behalf of all Unit Owners in proportion to their percentage of Common Interests. Such Unit, while owned or leased by the Board of Managers, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Power of Attorney

Each Unit Owner, at the closing of title to his Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney", designating the Board of Managers and their successors, as his attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units and/or Storage Rooms acquired by the Board of Managers or their designee, on behalf of all Unit Owners. Failure to execute the Power of Attorney is a default under the Purchase Agreement.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all

expenses incurred in connection with the obtaining of such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest, in the aggregate, equals or exceeds sixty-seven percent (67%). However, for as long as Sponsor or its designee owns title to one or more Units, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in the sole discretion of Sponsor or its designee, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, the By-Laws, including the Rules and Regulations of the Condominium, may not be amended or modified in any way so as to adversely effect the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner.

The Condominium Declaration may be amended by an affirmative vote at a duly held meeting by Unit Owners owning not less than sixty-seven percent (67%) of the Units and whose percentage of Common Interest equals, in the aggregate, at least sixty-seven percent (67%), provided, however, that (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee of such Unit, or Units, if any; (iii) no amendment may change the percentage of Common Interests allocated to any Unit, or Units, without the written consent of such Owner; and (iv) no amendment shall adversely affect the Sponsor or its designee or the Commercial Unit Owner, without the prior written consent of Sponsor or such designee or the Commercial Unit Owner, as the case may be.

Termination

The Condominium may be terminated by withdrawing the Property from the provisions of the New York Condominium Act, by an affirmative vote of not less than eighty percent (80%) of Unit Owners in number and whose percent of Common Interest equals, in the aggregate, not less than eighty percent (80%) and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. The Sponsor shall not cast the votes of any Unsold Units it holds for such withdrawal unless votes equaling eighty percent (80%) in number and of the Common Interest have been so cast or unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have voted to terminate. If the Unit Owners vote to terminate the Condominium the Property shall be subject to an action for partition by any Unit Owner or lienor and the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided that no Unit Owner shall receive any payment until there has first been paid out of such Unit Owner's share of the net proceeds all liens on his Unit.

REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes. No Unit Owner will be responsible for the payment of, nor will his or her Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. The City of New York subdivides tax lots into separately assessed lots as of July 1st of every year. Accordingly, depending upon when the Declaration and By-Laws are recorded, there can be a delay of up to a year and several months until a separate assessment can be obtained.

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

In the event the Units have not been separately assessed as independent tax lots at the First Unit Closing, Sponsor shall place in escrow at such time an amount equal to the unpaid real estate taxes for the shorter period of (i) six (6) months from the First Unit Closing or (ii) the period from the First Unit Closing until the Units are separately assessed. Sponsor will pay the real estate taxes from this escrow account as they become due and payable. However, at Unit closings individual purchasers shall (i) adjust real estate taxes with the Sponsor from the midnight preceding the date of the Unit closing through the end of the tax period within which the closing date occurs, and (ii) place in escrow with the Escrow Agent, an amount equal to the unpaid real estate taxes for six (6) months from the Closing Date. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. If a subsequent adjustment need be made when the tax lots are apportioned to correct any discrepancy between the adjustment on the basis of actual apportionment, it shall be made at that time. Should tax lots not be apportioned by the end of the tax period in which a Unit closing occurs, Sponsor shall be entitled to reimbursement from the Unit Owner for taxes as they are paid. Such reimbursement shall be per such Unit Owner's percentage of Common Interest.

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

The Sponsor's estimate of the project real estate taxes for the Units to be levied by New York City during the First Year of Condominium operation is based upon an estimate provided by William K. Block, Esq., and information available to the Sponsor at the date of this Plan. A copy of Mr. Block's letter is set forth in the section of Plan titled "Estimate of Post Construction Assessment" located in Part I of the Plan.

For a detailed discussion of projected real estate taxes, see Notes 8 and 9 of the section of the Plan titled, "Notes to Schedule A," located in Part I.

NO REPRESENTATION OR WARRANTY IS MADE AS TO THE AMOUNT OF THE ASSESSED VALUATION OF THE PREMISES OR AN INDIVIDUAL CONDOMINIUM UNIT OR THE TAX RATE THAT WILL BE IN EFFECT AT ANY TIME OR THE AMOUNT OF REAL ESTATE TAXES WHICH WILL BE DUE. There is also no assurance that the New York City property taxing authority will allocate taxes among the Units in proportion to their respective Common Interests. If they are not so allocated, Unit Owners having the same Common Interests may pay different amounts of real estate taxes.

A Unit Owner who feels that the assessed valuation for his or her Unit is excessive, shall have the right to apply directly to the appropriate municipal agency or court for review of such assessed valuation. Such proceedings shall be at the sole cost and expense of the Unit Owner electing to undertake the same and the results from such proceedings may or may not affect the assessed valuation of any other Unit which is not the subject of such proceeding.

The Condominium Board, if necessary, will execute any documents and papers required for such proceedings, provided that: (a) the Unit Owner indemnifies the Condominium Board against all claims, cost and expenses (including attorneys' fees and disbursements); (b) the Condominium Board has not already commenced such proceeding on behalf of all Unit Owners; and (c) such Unit Owner is current on all his or her Common Charges and Special Assessments.

The Condominium Board is authorized to act as agent for Unit Owners (who have given appropriate written authorization) to commence, pursue and settle proceedings to reduce real estate tax assessments on behalf of such Unit Owners. Any Unit Owner authorizing the Condominium Board to act on his or her behalf shall indemnify the Condominium Board against all costs, claims and expenses (including attorneys' fees) resulting from such proceedings.

Neither the Sponsor, nor any other party associated with this offering makes any assurance, representation or warranty that such application for review, if undertaken, shall result in a modification of the tax assessment, or if such modification is granted, as to the amount thereof.

Sponsor, to the best of its knowledge, is not aware of any application to protest the current assessment of the Property and in the event an application is filed prior to the First Unit Closing, will amend the Offering Plan to disclose same.

The projections of real estate taxes due for each of the Residential Units set forth in Schedule A, located in Part I of the Offering Plan, (i) for the anticipated First Year of Condominium Operation, and (ii) upon 100% completion of the Sponsor's renovations to, and construction of, the Building, are estimates only. These estimates may vary due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City of New York. In the event such projections for real estate taxes increase due to future changes in the assessment guidelines and procedures of the Department of Finance of the City of New York and future increases in the tax rates for the City

of New York, Sponsor shall amend the Plan to set forth the revised estimates. HOWEVER, SAID AMENDMENT SHALL NOT AFFORD ANY PURCHASER THE RIGHT TO RESCIND HIS OR HER PURCHASE AGREEMENT. It should be noted that the Property's real estate tax burden for the First Year of Condominium Operation will not be based on a fully constructed or complete Building but instead on a partially completed Building. It is assumed for projection purposes that the Property will be fully assessed for the 2021/2022 tax year.

In addition, upon 100% completion of the construction by Sponsor, which is assumed to be subsequent to January 5, 2020 but prior to January 5, 2021 for assessment purposes, and the implementation of the post construction actual total assessment of the Property, the post construction actual assessed valuation for all of the Residential Units has been projected by William K. Block, Esq., as $9,365,000.00. Based upon the completion date, this projected actual total assessment for the Property will not be effective until July 1, 2021 for the 2021/2022 tax year. Further, Mr. Block has projected the 2021/2022 tax rate for the Residential Units to be 12.612%. **BASED UPON THE PROJECTED AGGREGATE 2021/2022 POST-CONSTRUCTION ACTUAL TOTAL ASSESSMENT FOR ALL OF THE RESIDENTIAL UNITS OF $9,365,000.00 AND A PROJECTED TAX RATE OF 12.612% FOR THE RESIDENTIAL UNITS, THE REAL ESTATE TAXES DUE FOR THE ENTIRE 2021/2022 TAX YEAR WOULD BE APPROXIMATELY $1,181,114.00 FOR ALL OF THE RESIDENTIAL UNITS, WHICH, WHEN COMPARED ON AN ANNUALIZED BASIS, ARE SUBSTANTIAL INCREASES IN THE REAL ESTATE TAX ESTIMATES SET FORTH IN COLUMN NUMBERED (8) OF SCHEDULE A LOCATED IN PART I OF THE OFFERING PLAN FOR EACH OF THE UNITS.**

The estimates are based on the further assumption that the final assessment when apportioned amongst the individual condominium tax lots will be apportioned to the Units in accordance with the proportion that each Unit's percentage of Common Interest bears to the aggregate Common Interest of all the Residential Units. **However, no assurance can be given that this method of apportionment of real estate taxes will be the final method used by the City of New York taxing authorities in establishing real estate taxes. For example, the City of New York may apportion the total tax due for the Property among the individual Unit Owners in proportion to the relative value of each Unit as indicated by the Offering Prices set forth in the Plan or as amended.** However, no representation or warranties are herewith given by the Sponsor that the actual assessed valuations of the Property will not exceed or be less than those amounts or that the City of New York will use any assumed method of apportionment.

Veteran Property Tax Exemption

In accordance with Section 458(a) of the New York State Real Property Tax Law, a Unit Owner who is also a qualified veteran, the spouse of qualified veteran or the unmarried surviving spouse of a qualified veteran may be entitled to an exemption on the general municipal portion of their real estate taxes.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN REAL ESTATE TAX COUNSEL AS TO THE REAL ESTATE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

A Unit Owner will own his or her Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion by D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, counsel to the Sponsor, in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid under sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Residential Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid during the taxable year. It is the opinion of Sponsor's counsel that a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000 in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Such Residential Unit Owner who itemized his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000.00 ($5,000.00 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Internal Revenue Code, as amended. The Federal limitation on the deduction for real estate taxes applies in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $10,000.00 ($5,000.00 in the case of a married individual filing a separate return). Though the foregoing limitation is in effect as of the date of filing of the Offering Plan, neither Sponsor or Sponsor's counsel make any representation as to whether the same will be in effect, or what the Internal Revenue Code or state or local tax code will provide, at any time in the future, as such applicable law is subject to change without notice.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by a Condominium Board. Common Charges will be borne by all Unit Owners and assessed and collected by the Condominium Board. Under present law, the exact

*All section references are to the Internal Revenue Code of 1986, as amended, unless otherwise indicated.

tax status of the Condominium Board is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board:

(i) is treated as a conduit,

(ii) qualifies and elects to be taxed under section 528, or

(iii) is treated as a corporation.

If the Condominium Board is treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

If it satisfies the requirements of section 528, the Condominium Board may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent (60%) or more of the gross income of the condominium management association for the taxable year must consist of assessments from residential unit owners ("Exempt Function Income");

(iii) Ninety percent (90%) or more of the expenditures of the condominium management association for the taxable year must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments;

(v) The condominium management association must annually elect to be treated as a condominium management association; and

(vi) Substantially all (at least eighty five percent (85%)) of the square footage of the units must be used for residential purposes.

Under the Treasury regulations issued pursuant to section 528, a condominium management association must qualify annually for the election under section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

A condominium management association meeting the requirements of section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of thirty percent (30%) on the amount by which its other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under section 528.

If the Condominium Board either cannot qualify (and for the purposes of the Plan, Sponsor has assumed that it will not qualify) or chooses not to elect the benefits of section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, unless a valid election pursuant to section 528 has been made, it appears that the Condominium Board would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges, on income from nonresidential leases of Common Elements, and on income from the operation of facilities that are available to outsiders, net of deductible expenses related to the production of such income.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board might still contend that a portion of the Common Charges that it receives should not be includible in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

If section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code. However, there is very little guidance with respect to the

applicability of these provisions to an association managing residential condominium units since generally only farming cooperatives avail themselves of these provisions.

If the Condominium Board makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The Sponsor's counsel have not opined whether the Condominium will or will not qualify as a "Condominium Management Association" under Section 528 of the Internal Revenue Code of 1986, as amended, and for the purposes of the Plan have assumed that it will not qualify. Therefore, the possible income tax consequences to the Condominium of not qualifying as a "Condominium Management Association" has been set forth in Part I of the Offering Plan as a special risk of the offering of the Units hereunder. An estimate of the possible income tax due from the Condominium is not included as a projected individual line item expense in Schedule B of the Plan but in such event, the possibility of such tax has been provided for as part of the "Contingency" line item as set forth in Note 14 to Schedule B.

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

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

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

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

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000 is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528.

It is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability. However, the Condominium Board may elect to make an additional assessment in order to meet this tax liability. In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. For further details regarding Section 528, see Counsel's Income Tax Opinion, which is located in Part I of the Offering Plan.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF RESIDENTIAL UNIT OWNERSHIP.

DLPARTNERS

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

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

TEL: 212.564.9800 | FAX: 212.564.9802
DLPARTNERSLAW.COM

JOHN D'AGOSTINO
MICHAEL LEVINE*
WAYNE R. LANDESMAN*
BRUCE H. LEDERMAN*
BETTINA M. MIRAGLIA◊
JOSE M. RIVERA*
BRIAN T. SAMPSON
JARED B. VAN VLEET

SPECIAL COUNSEL
SUSAN M. SCHARBACH*°
NATLEE REISEN
KELLYANN S. MONAGHAN

ERIC R. GARCIA
CHRISTOPHER M. TARNOK
JONHAROLD A. CICERO
CHRISTOPHER L. PALLADINO*
TARA M. SHAMROTH*
ERICA NAZARIAN
LINA A. MELENDEZ★
JANE S. JEONG

* Also Admitted In NJ
◊ Also Admitted In CT
° Also Admitted In MA
★ Also Admitted In FL

COUNSEL'S INCOME TAX OPINION LETTER

July 8, 2020

The Board of Managers of
128 West 23rd Street Condominium
128 West 23rd Street
New York, New York 10016

Re: **Offering Plan for Condominium Ownership of Premises**
128 West 23rd Street Condominium
128 West 23rd Street
New York, New York 10016

Gentlemen/Mesdames:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to persons who purchase Residential Units for private residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

The condominium units of 128 West 23rd Street Condominium will be organized under the laws of the State of New York for the purpose of providing for the management, maintenance

and care of a multistory mixed-used building to be newly constructed at 128 West 23rd Street, New York, New York 10016. The newly constructed building will contain thirty (30) Residential Units and one (1) Commercial Unit. The By-Laws of the Condominium provide that in addition to the status conferred upon the Condominium Board pursuant to the provisions of the New York Condominium Act, to the extent permitted by applicable law, the Condominium Board is deemed to constitute an unincorporated association for all purposes under the provisions of the General Association Law of the State of New York.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986, as amended ("Code"), the New York State Tax Law, the New York City Administrative Code ("Tax Law"), the regulations ("Regulations") promulgated thereunder and such other materials as we deemed relevant as they exist as of the date hereof, and we have assumed that the closing under the Plan will occur in 2021 pursuant to said Code, Tax Law and Regulations as they currently exist.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes. A Unit Owner, pursuant to the terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid provided that (a) the indebtedness is incurred in acquiring, constructing or improving the Unit, (b) the indebtedness is secured by the Unit, (c) the indebtedness does not exceed $750,000, in the case of an individual filing as single, head of household or married filing jointly, or $375,000 in the case of a married individual filing a separate return, and (d) the Unit is a "qualified residence." Interest paid on indebtedness that refinances indebtedness incurred to acquire, construct or improve a Unit is similarly deductible. A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" within the meaning of Code Section 121 or (ii) a residence as defined by Code Section 280A(d)(1) that the Owner selects as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple

filing separate returns, each taxpayer may take into account a single "qualified residence," unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Residential Unit Owner who itemizes his deductions and whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction limited to $10,000 in the case of an individual filing as single, head of household or married filing jointly ($5,000 in the case of a married individual filing a separate return) for real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code. The Federal limitation on the deduction for real estate taxes applied in the aggregate to state and local income taxes paid as well. Thus, the maximum amount a Residential Unit Owner may deduct for real estate taxes and state and local income taxes combined is $10,000 ($5,000 in the case of a married individual filing a separate return).

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for the full amount of real estate taxes incurred with respect to his Unit in the year paid under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid during the taxable year. Section 615 of the New York State Tax Law; Section 11.1715 of the Administrative Code of the City of New York. However, in the case of a Residential Unit Owner whose New York State or New York City adjusted gross income exceeds $100,000, the amount of such deduction may be reduced by up to twenty five percent (25%) of such deduction.

In addition to the Federal limitations on itemized deductions noted above, the benefit of a Unit Owner's deductions for interest and real estate taxes may be further reduced if the Unit Owner is subject to the Federal alternative minimum tax. Section 55 of the Code. It should also be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk" within the meaning of Section 465 of the Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. Common Charges

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528, added to the Code by the Tax Reform Act of 1976, some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium Board's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly, while a Section 528 election may be contemplated, it is not possible at this time to express an opinion as to the Section's applicability and we assume for the first year of operation that the Condominium will not qualify under Section 528.

If the Condominium qualifies as a condominium management association within the meaning of Section 528 of the Code, it may elect not to be subject to Federal income tax on amounts received as membership dues, common charges, fees or assessments from Residential Unit Owners. However, even if the election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve funds (less expenses directly connected with the production of such income).

To qualify as a condominium management association, the Condominium must meet all of the following conditions: (1) it must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property, (2) at least 60% of its gross income for each taxable year must consist solely of amounts received as membership dues, fees or assessments from Residential Unit Owners, (3) 90% or more of its expenditures for each taxable year must be made for the acquisition, construction, management, maintenance and care of association property, (4) no part of its net earnings can inure to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by rebate of excess membership dues, fees, or assessments), (5) the Condominium must annually elect to be treated as a condominium management association, and (6) at least 85% of the total square footage of all Units within the Condominium must be used by individuals for residential purposes. See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless, qualify in one or more future years.

Despite the information contained in Schedule A, the Description of the Property and Building Specifications and the Plot and Floor Plans to the Plan, we cannot affirmatively opine that the Property will or will not qualify as a condominium management association under Section 528 of the Code. Our inability to affirmatively opine is due to the uncertainty of the current state of the law as to what floor space specifically qualifies as total square footage for residential purposes (i.e., stairwells, lobby; terraces, etc.). Accordingly, we cannot opine as to whether the Condominium will or will not be eligible to elect to be created as a condominium management association under Section 528 of the Code.

Even if the Condominium Board were eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 (“existing law”).

Under existing law, the tax status of the Condominium Board is uncertain. The By-Laws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected, Rev. Rul. 75-370, 1975-2 Cum. Bull. 25, or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association. Rev. Rul. 75-371, 1975-2 Cum. Bull. 52 Cf. Concord Village, Inc., 65 T.C. 142 (1975). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

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

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

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

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

New York City imposes a General Corporation Tax that is similar to the State tax. Similarly, the estimated liability for New York receipts in the range of $1,000,000 to $5,000,000 is also $1,500. The State and City flat rates are subject to change in future years. It is estimated that an estimate of an approximate liability of $1,500 for each State and City and $500 to approximate the MTA surcharge would be due in the event the Condominium fails to qualify under Section 528. In the event the Condominium does not qualify, it is anticipated that the Contingency line item in Schedule B of the Plan will cover any additional tax liability.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax, and the Condominium Board elects to make an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See, Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Rev. Rul. 74-75. 1974-1 Cum. Bull. 19; Rev. Rul. 86-14 I.R.B. 1986-5, 33.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Residential Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. **Thus, each person contemplating the purchase of a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).**

The Board of Managers of
128 West 23rd Street Condominium
Premises: 128 West 23rd Street
New York, New York 10016
July 8, 2020
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In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change and based upon the current financial status of the country, most likely will change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

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

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

WILLIAM K. BLOCK, ESQ.
ATTORNEY AT LAW
150 BROADWAY
SUITE 703
NEW YORK, NEW YORK 10038
www.williamkblock-taxcert.com
(212)-687-1313
(212)-687-7823 FAX
william@williamkblock-taxcert.com

July 12, 2019

Gramercy 128 West, LLC
c/o Pan-Brothers Associates, Inc.
14 West 23rd Street
Suite 5
New York, New York 10010

Re: Post Construction Real Estate Tax Projection
Gramercy 128 West, LLC
128 West 23rd Street
Block 798, Lot 59 (formerly Lots 59 & 60)
Borough of Manhattan

Dear Sirs:

You have asked us to project the real estate tax liability of the residential portion of the above-captioned proposed residential and commercial space (hereafter referred to as the subject property) for the first year of condominium operation commencing January 1, 2021 (i.e., after the condominium declaration has been filed).

It has been the policy of the Property Division (formerly the Real Property Assessment Bureau) of the New York City Department of Finance to review the assessed valuation of newly constructed and reconstructed properties. While there are formulas which have been used by Property Division personnel in the past in the assessment of such properties, they have not been

employed in a consistent manner, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the estimates that are presented below are based upon the current policies and practice of the Property Division.

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated on the following pages.

The Actual Assessed Valuation for Block 798, Lot 59 for tax year 2019/2020 is $904,500 and the Transitional Assessed Valuation is $783,900.

Pursuant to New York State Real Property Tax Law, Section 1805, the taxable assessed valuation is the lower of the Actual or Transitional Assessed Valuation. In this instance the Transitional Assessment of $783,900 is the lower, and therefore, the taxable assessed valuation is $783,900.

You have advised us of the following facts with respect to the project:

1) Gramercy 128 West, LLC is constructing a fifteen (15) story structure with a cellar. You have asked me to provide an estimate of the taxable assessed valuation of the total residential space.

2) The total gross square footage of the residential portion of the subject property including residential lobby area, common area hallways, elevator shafts, etc. is approximately 45,907 gross square feet. The actual residential apartments are to be located on floors three through fifteen. The building will contain a fitness center, rental storage space, a lounge and a rooftop terrace among other amenities.

3) There will be approximately 4,580 gross square feet of commercial space in the cellar and on the first floor.

4) Operation as a condominium is estimated to commence on January 1, 2021.

5) The subject property will be separate individual condominium units.

We commence our analysis by noting that there are three (3) recognized appraisal methods which are used by the assessors employed by the New York City Department of Finance's Property Division in the determination of the full market value of income producing real property for real property tax purposes. These methods, or approaches to value, are the original cost approach, the capitalization of income approach and the sales price comparison approach.

The original cost approach is based on the theory that the value of a given parcel of real property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new

buildings and buildings which have undergone substantial reconstruction or rehabilitation. Relevant data used in the cost approach to value include material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees as well as construction period taxes ("soft") costs.

The capitalization of income approach to value is based upon the proposition that the annual net income generated by a parcel of real estate, when divided by the rate of return an investor at a given point in time would accept for his money in competing investments, yields a realistic estimate of the market value of the property.

The sales price comparison approach to value is based upon the belief that the value of a parcel of real estate can be ascertained by surveying the sales prices of similar parcels of real estate. Market value has been defined as that price which a property would bring in a competitive and open market, with both the buyer and seller acting prudently, knowledgeably, under ordinary circumstances with neither party being under duress. In the case of condominium apartment units this approach is the most valid in determining the market value of an apartment unit up for sale. However, the use of sales prices to determine full market value for the purpose of assessing residential condominiums or cooperative housing corporations for real property tax purposes is prohibited by State Law (see New York State Real Property Tax Law, Section 581 and Real Property Law, Section 339-y).

Since tax year 1982/1983, in Special Assessing Units (which include New York City and Nassau County), Real Property Tax Law, Section 1805 (3) has mandated that most increases in assessed valuation must be phased-in over a five-year period, resulting in two (2) Assessed Valuations appearing on the assessment rolls of New York City and Nassau County. The first is the Actual Assessed Valuation and the second is the Transitional Assessed Valuation which reflects the phase-in mechanism. However, this same statute states that increases in assessed valuation due to physical changes in the property (new construction, renovation, rehabilitation, and/or the addition of square footage to existing structures or buildings) are added to the taxable assessed valuation without being phased-in.

In arriving at the assessed valuation for each unit in a Condominium, the building is first assessed as an entirety. This overall assessed valuation is then apportioned among the respective units, each of which will be assigned a tax lot designation once the Condominium Declaration has been recorded and the floor plans have been filed with the City Register. Historically, the apportionment was based in part upon the proportion the projected selling price presented in the Offering Plan for each residential unit bears to the gross sellout price for all residential units available for purchase in the project and in part upon extrinsic indicia of value as determined by the assessor's office, including location, square footage, amenities, income producing potential and existing leases on particular units, however, on recent assessment rolls, the City has generally used the residential percentages of common interest to apportion the aggregate residential assessed valuation (hereinafter, the "Proportionate Valuation").

Reconciliation of the assessed valuations generated by the three (3) approaches to value enumerated above, including a review of final 2019/2020 assessed valuations of comparable

recently constructed and reconstructed mixed-use residential apartment buildings in the vicinity of the subject, results in an estimated projected overall assessed valuation for the entire residential portion of the completed project (including "land" and "building") of $9,365,000, or approximately $204 per square foot of gross residential building area (45,907 gross square feet).

Since construction is not scheduled to be completed until 2020, the assessed valuation for tax year 2020/2021 should not reflect the completed structure, consistent with the taxable status of the property as of January 5, 2020 (at which time it is expected that the building will be significantly incomplete). See New York City Charter, Section 1507. Therefore, the first tax year reflecting the full assessed valuation of the entire project should be 2021/2022 (i.e., the first tax year with a taxable status date after completion of construction, in this case, January 5, 2021).

PROJECTED REAL ESTATE TAXES DURING THE COURSE OF CONSTRUCTION

Real property is assessed for real property tax purposes based upon its ownership and condition as of January 5th of each year. The tentative assessed valuation is published on or about January 15th of each year and the final assessed valuation is published on or about May 25th.

Real property taxes are payable semi-annually, on July 1 and January 1 (the City of New York operates on a fiscal year commencing July 1 and ending on June 30).

Final real property tax rates for tax year 2018/2019 have been set by the New York City Council. The 2018/2019 real property tax rates were 12.612% for residential real property (Tax Class 2) and 10.5140% for commercial real property (Tax Class 4).

Recent Tax Class Two tax rates are:

2019/2020:	12.612 (Tentative)
2018/2019:	12.612
2017/2018:	12.719
2016/2017:	12.8920
2015/2016:	12.8830
2014/2015:	12.8550
2013/2014:	13.1450

As can be seen from the above, Real Property Tax Rates increase and decrease from year to year. In this analysis I have assumed no growth in the 2018/2019 tax class two tax rate of 12.612.

Real property taxes payable during tax year 2020/2021 by what will become all residential units are projected as follows (property is estimated to be fifty percent complete during this tax year):

Estimated Actual Assessed Valuation (residential units):	$ 4,682,500
Estimated Real Property Taxes Payable @ 12.612% Tax Rate:	$ 590,557

REAL PROPERTY TAXES PAYABLE DURING THE FIRST YEAR OF CONDOMINIUM OPERATION

Since the first year of condominium operation is projected to commence on January 1, 2021, taxes during the first year of operation will consist of one-half of the 2020/2021 and one-half of the 2021/2022 real property taxes.

Real Property Taxes on the residential portion are projected as follows:

Aggregate residential assessed valuation in 2020/2021:	$ 4,682,500
Actual Assessed Valuation Per Square Foot:	$102
Real Property Taxes Payable In 2020/2021 Using a tax rate of 12.612:	$ 590,557
One-Half:	$ 295,278
Aggregate residential assessed valuation in 20212022:	$ 9,365,000
Actual Assessed Valuation Per Square Foot:	$ 204
Real Property Taxes Payable In 2021/2022 Using a tax rate of 12.612:	$ 1,181,114
One-Half:	$ 590,557
Total Taxes Payable During The First Year Of Operation As A Condominium:	$ 885,835
Taxes Per Gross Square Foot:	$ 19.30

Estimated real property tax liability for individual residential unit = $885,835 x Proportionate Valuation

This letter was prepared at the request of Gramercy 128 West, LLC. Certain figures set forth herein are approximations derived from material provided to this office by the sponsor and are subject to change and variation. We have not passed upon the accuracy of any figures or estimates contained within the Plan and offer no warranties of the amount of actual tax liability for any tax period.

The opinions expressed above are based on our interpretation of the Real Property Tax Law, The Charter and Administrative Code of the City of New York, and the rules and regulations of the New York City Department of Finance in effect as of the date of this letter. While we believe that our opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices and procedures of the New York City Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or by a Court of competent jurisdiction.

The foregoing analysis is based upon our experience with the Property Division of the New York City Department of Finance and the Tax Commission of the City of New York, and their assessment policies and procedures regarding newly constructed or newly renovated properties held in condominium form of ownership. Application of a particular approach to valuation by an individual assessor employed by the Property Division may yield a different result. This would necessitate commencement of real property tax assessment review proceedings at the New York City Tax Commission and possibly in the Supreme Court of the State of New York to bring the assessed valuation in line with the estimates contained herein.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

William K. Block

WORKING CAPITAL FUND AND RESERVE FUND

Working Capital Fund

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to two (2) months Common Charges for the Unit being purchased, to the Board of Managers for its working capital (the "Working Capital Fund"). This fund is to be used, in part, for (i) the payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing, and (ii) the partial payment of the Major Capital Improvement Replacement Reserve Fund as explained below. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying one (1) of the two (2) months Common Charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the two (2) months Common Charge checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers to pay the promissory note until it is paid in full and to partially fund the Major Capital Improvement Replacement Reserve Fund. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to prepay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor which would reduce the Working Capital Fund below zero after making provision for the amount of monies that would be generated by the payment of the two (2) months Common Charges for each Residential Unit in the Building. If the result of the closing adjustments is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such amounts in the Working Capital Fund may be held or used at any time for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion.

For such period as Sponsor retains control of the Board of Managers, neither the Working Capital Fund nor the Reserve Fund shall be used to reduce estimated Common Charges, except as provided herein.

Reserve Fund

A Major Capital Improvement Replacement Reserve Fund ("Reserve Fund") shall be established for the purpose of paying costs and expenses related to capital repairs, replacements and improvements. The Reserve Fund amount was the product of a Reserve Fund Study undertaken by Sponsor, a copy of which is set forth in Part II of the Plan.

As reflected in the Reserve Fund Study, the initial amount of the Reserve Fund shall be $107,164.56 ("Total Reserve Fund Amount") which shall be funded over the course of the first three (3) years of condominium operation in the manner described below. For the purposes of the following calculations, "Average Monthly Common Charge Amount" shall mean $1,940.85,

which is calculated as follows: $63,323.48 (i.e., the total amount of Monthly Common Charges attributable to the Residential Units reflected in Schedule A), minus $5,098.00 (the Reserve Fund line item set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing January 1, 2021) divided by 30 (i.e., the total number of Residential Units), and then rounded up to $2,110.78 per Unit for projection purposes.

1. (a) *For the First Year of Condominium Operation*: an amount of $32,376.00 shall be deposited into the Reserve Fund ("Year 1 Deposit") in the following manner: (x) assuming that approximately 43.33% of the Residential Units will close in the First Year of Condominium Operation (i.e. 13 of 30 units), each Purchaser of a Residential Unit will be required to make a non-refundable contribution to the Reserve Fund at their respective Closing in an amount equal to one (1) month of their respective Common Charges (each, a "Purchaser Contribution"), the total of which is expected to amount to $27,440.14 for the First Year of Condominium Operation ("Year 1 Purchaser Contribution Total"), which amount is calculated based on the Average Monthly Common Charge Amount attributable to 13 Units, and (y) the First Year's Budget includes a line item for a Reserve Fund in the amount of $5,098.00, making up the balance ($4,935.86) of the Year 1 Deposit plus a contingency.

   Regarding the Year 1 Purchaser Contribution Total: Given that the Year 1 Purchaser Contribution Total relies on certain assumptions regarding closing timeframes – and further given that Sponsor is reserving the unconditional right to rent and is therefore not committed to sell more Residential Units than the 15% necessary to declare the Plan effective – Sponsor shall "front" $16,886.24 of the Year 1 Purchaser Contribution Total by depositing this amount into the Reserve Fund at the First Closing ("Year 1 Sponsor Contribution"), which reflects the Year 1 Purchaser Contribution Total less such portion attributable to the 15% necessary to declare the Plan effective. Once Purchaser Contributions have contributed towards the balance of the Year 1 Purchaser Contribution Total, all subsequent amounts of Purchaser Contributions shall be payable directly to Sponsor until such time that the Year 1 Sponsor Contribution is fully reimbursed to Sponsor. For details regarding the calculation of the Year 1 Sponsor Contribution, the following formula may be referenced: the Average Monthly Common Charge Amount multiplied by 8 (i.e. 13 Units less the 5 Units necessary to declare the Plan effective).

2. *For the Second Year of Condominium Operation*: an amount of $35,613.00 shall be deposited into the Reserve Fund ("Year 2 Deposit") in the following manner: (x) assuming 88.24% of the remaining Residential Units close in the second year (i.e. 15 of 17 units), the Purchaser Contributions for the second year of condominium operation are expected to amount to be $31,661.70 ("Year 2 Purchaser Contribution Total") and (y) the budget for the second year of

condominium operation shall include a line item for the Reserve Fund in the amount of $3,951.90.

Regarding the Year 2 Purchaser Contribution Total: On the first day of the second year of condominium operation, Sponsor shall "front" an amount equal to the difference between (a) the Total Reserve Fund Amount and (b) the amount actually deposited into the Reserve Fund in the First Year of Condominium Operation pursuant to subsection 1. above (collectively, "Year 2 Sponsor Contribution"). All Purchaser Contributions in the second year of condominium operation shall be payable directly to Sponsor until such time that the Year 2 Sponsor Contribution is fully reimbursed to Sponsor.

3. *For the Third Year of Condominium Operation:* an amount of $39,174.96 shall be deposited into the Reserve Fund ("Year 3 Deposit") in the following manner: assuming that the remaining Residential Units have closed prior to the third year (i.e. 30 of 30 units), the Purchaser Contributions for the third year of Condominium operation are expected to amount to $4,221.56 ("Year 3 Purchaser Contribution Total") and if the Board of Managers elects to continue the Reserve Fund contributions, then the budget for the third year of Condominium operation shall include a line item for the Reserve Fund in the amount of $34,953.40.

For so long as Sponsor continues to own at least one (1) Unsold Residential Unit, the Condominium Board must maintain the Reserve Fund and any change in the amount of the Reserve Fund shall be made only with Sponsor's prior written consent. Sponsor makes no representation that the Reserve Fund will satisfy the requirements of a Purchaser's lender.

Because the Building will be entirely new construction, Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no representation is given that such needs will not arise in the future. Unit Owners will be obligated to pay their share of the cost of repairs, replacements and/or improvements to the Common Elements as the need for such arises.

Other than the Major Capital Improvement Replacement Reserve Fund as set forth in "Schedule B, Projected Budget for First Year of Condominium Operation Commencing January 1, 2021," and as explained above, no provision has been made for any Reserve Fund or for any Working Capital Fund other than the above. If additional funds are required for capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF EITHER THE WORKING CAPITAL FUND OR THE RESERVE FUND.

MANAGEMENT AGREEMENT AND OTHER CONTRACTUAL ARRANGEMENTS

Management Agreement

At or prior to the First Unit Closing, the Condominium Board (hereinafter the "Board") will enter into a management agreement with FirstService Residential New York, Inc. ("Managing Agent"), having an office at 622 Third Avenue, 15th Floor, New York, NY 10017.

The management agreement will commence on the date of the First Unit Closing and shall continue until the third anniversary of the last day of the month in which the commencement date falls unless the commencement date is the first day of a calendar month. It shall be subject to the right of the Managing Agent and Board to cancel at any time after the first year term of the agreement upon at least sixty (60) days' prior written notice and shall be in effect until terminated. The Management Agreement shall not be assignable by the Managing Agent without the Board's approval.

The Managing Agent will receive a stated annual fee of $45,000.00, payable in equal monthly installments. Such fee will be paid by the Board and will be charged to all of the Unit Owners as a Common Expense. It is Sponsor's opinion that the projected annual management fee for the Building is a comparable market rate for property management of similar buildings.

Pursuant to the proposed management agreement, the duties and services to be rendered by the Managing Agent include, among others:

(a) Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Property (the "building services employees"), who, in each instance shall be the Board of Managers' and not the Agent's employees. Any and all decisions as to hiring, firing and disciplinary actions and terms and conditions of employment of the building services employees shall be made by the Board of Managers with such consultation with Agent as Board of Managers deems appropriate. Agent shall promptly implement all decisions of Board of Managers. It is expressly understood and agreed that all building services employees are in the employ of the Board of Managers, solely, and not in the employ of Agent and that Agent is in no way liable to such building services employees for their wages or compensation or to the Board of Managers, or others, for any act or omission on the part of such building services employees. If the building services employees are represented by a union, the routine supervision of such employees shall include addressing the day to day matters with such union. However, Board of Managers agrees to compensate Agent separately for the preparation for, and addressing of, any strike or other concerted labor action. Such fees shall be reasonable for the extent of preparation and the duration of a strike or other labor action, if any.

(b) Through the use of the building services employees and independent contractors retained on behalf of Board of Managers, cause the Property to be maintained in such condition as may be deemed advisable by the Board of Managers, including interior

and exterior cleaning, and cause repairs and alterations of the Property to be made including, but not limited to, electrical, plumbing, steam fitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in this Agreement or in any corporate documents or other agreement with the Board of Managers or tenant. Ordinary repairs or alterations involving an expenditure of over $2,500.00 for any one item, which is not part of a previously approved operating budget or capital budget of Board of Managers, shall be made only with the approval of the Board of Managers, but emergency repairs, i.e., those immediately necessary for the preservation of the Property, or for the safety of the Board of Managers, the occupants of the Property, or other persons, or required to avoid the suspension of any necessary service at the Property, may be made by the Agent irrespective of the cost thereof, without the prior approval of the Board of Managers, after consultation, to the extent feasible considering the nature of the emergency, with the president, vice president or treasurer of the Board of Managers (in the order given). Agent shall notify Board of Managers of any emergency repairs promptly after such emergency. If the Board of Managers undertakes any capital improvement, major repair or extensive reconstruction or rehabilitation of the Property (a "Major Project"), the Agent's responsibility shall be limited to seeing that the work is done with as little interference or interruption of services to the Property as possible, and for seeing that all reasonable precautions are taken to preserve and protect the Property and the property of the Board of Managers and the occupants of the Property. The Agent shall not be required to perform supervisory or project management responsibilities for a Major Project as part of this Agreement.

Except for emergency repairs, whenever practical or at the request of Board of Managers, all repairs costing more than $2,500.00 shall only be undertaken after obtaining competitive proposals from at least two (2) independent contractors.

(c) Recommend and, with the approval of the Board of Managers, cause all such acts and things to be done in or about the Property as shall be necessary or desirable to comply with any laws, statutes, ordinances, rules, orders or violations affecting the Property, as a result of any action by any federal, state, or municipal authority having jurisdiction there over, or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body (collectively, the "laws"). If failure promptly to comply with the laws would or might expose the Board of Managers or the Agent to liability, the Agent may cause such order or violation to be complied with without prior approval of Board of Managers and without regard to the anticipated cost of such actions, but after consultation to the extent feasible considering the nature of the potential liability, with the president, vice-president or treasurer of the Board of Managers (in the order given). In order to obtain prompt notice of actions of the DOB and other New York City agencies that post information on public web sites, Agent has engaged a service to deliver all such notices related to properties it manages to Agent on a continuous basis. The cost of this service, which shall be billed back to Board of Managers, is $35.00/month for each building identification number. The Board of Managers shall be responsible for the

cost of complying with any order that may be issued in respect of the Property. Within sixty (60) days of the commencement of this Agreement, Agent, shall obtain a search of the records of the local authorities having jurisdiction over the Property for any violations of record at the Property and shall present this report to the Board of Managers. The cost of obtaining such reports shall not exceed $100.00 unless there are extensive violations involving research of the records, in which case Agent shall obtain Board of Managers' approval before incurring any additional expense. Agent shall not be liable to Board of Managers for the consequences of any violations contained in such report. Agent, at its expense, may engage an outside service to assist in the compliance with the laws related to distribution of annual safety notices (window guard, fire safety, lead paint, etc.).

Notwithstanding anything contained in this Agreement to the contrary, the Board of Managers hereby acknowledges that i) in no event shall the Agent be liable for the failure of any of the Board of Managers, the Board of Managers and occupants of the Property to comply with the laws, the corporate documents, or the house rules; and ii) Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Board of Managers regarding the interpretation or application of the laws, corporate documents or house rules.

(d) Enter into contracts in the name of the Board of Managers for electricity, gas, steam, air-conditioning, water treatment, elevator, telephone, window cleaning, rubbish removal, fuel oil, security services, vermin extermination, other essential services, or such of them as shall be advisable, but any such contract requiring annual payments in excess of $2,500.00 must be authorized by Board of Managers unless it is part of a previously approved operating budget or capital budget of Board of Managers.

(e) On behalf of the Board of Managers, purchase all supplies as shall be necessary to properly maintain and operate the Property; make all such contracts and purchases either in the Board of Managers' name or the Agent's; and credit to the Board of Managers any discounts or commissions (other than insurance commissions) obtained for purchases or otherwise.

(f) Through an insurance broker selected by Board of Managers, upon approval of Board of Managers, take such administrative actions as required to cause to be effected and/or maintained, in such amounts and with such carriers as the Board of Managers and broker shall designate or approve, fire, rent, plate glass, boiler, water damage, liability, workers' compensation, disability, directors' and officers' liability coverage and any other insurance coverage/policies as the broker recommends and the Board of Managers may elect to carry. Agent may cause an Affiliate (as hereinafter defined) to participate in providing an insurance proposal, in which such Affiliate may receive a commission on the placement of Board of Managers' insurance provided that in all such instances, Agent shall disclose to Board of Managers the Affiliate's participation.

(g) Check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Property; pay or cause to be paid all such

bills, as well as payroll, payroll taxes, union dues, ground rent (if any), mortgage interest, mortgage amortization, water charges, sewer rent, assessments, real estate taxes, utilities, insurance premiums, monthly contracted charges, corporate income taxes and governmental charges assessed against the Board of Managers or the Property as and when the same shall become due and payable, provided that Board of Managers' operating account has sufficient funds to meet such obligations.

(h) In a timely manner, bill or cause to be billed, Unit Board of Managers for common charges or other charges and if applicable, tenants or sub-tenants of Board of Managers for rent or other charges; use commercially reasonable efforts to collect such common charges, rent and other charges; and, when and if directed by the Board of Managers, at Board of Managers' sole cost and expense, engage an attorney, approved by Board of Managers, to (i) serve notice upon Board of Managers, tenants or sub-tenants to quit and surrender space occupied by them (ii) sue for common charges, rent and other charges, which may at any time be or become due to the Board of Managers from any Board of Managers, tenant or sub-tenant in respect of space at the Property, and (iii) institute such other appropriate proceedings to recover possession of such space. For services rendered by Agent as a witness or expert witness on behalf of Board of Managers either at Board of Managers' request, or if subpoenaed in person by any litigant, in any arbitration, discovery proceeding ("deposition") or court proceeding ("legal action"), by reason of Agent's role as Managing Agent of the Property (a "court appearance"), Agent shall be entitled to a fee of $85.00 per hour for each hour expended by a representative of Agent in addressing a legal action, whether in a deposition, court appearance or expended in document production.

If Board of Managers has bulk or master billing for electric and/or cable television/internet/telephone services, which billing is then billed back to each of the Unit Board of Managers as other charges on the bills, Agent shall perform all the services necessary (the "pass through services") to coordinate the accurate and timely billing of the charges to the Board of Managers, to respond to questions regarding the accuracy of such bills and to reconcile the master billing with the amounts billed to the Board of Managers. To the extent the pass through services are performed for Board of Managers, Board of Managers shall pay to Agent an amount equal to $2.00 per Unit per month for the electricity and $1.00 per Unit per month for the cable television/internet/telephone (if billed as a bundled service). If directed by Board of Managers, Agent shall add these fees to the amount billed to each Unit Board of Managers.

(i) Consider and, when reasonable, attend to complaints of the Unit Board of Managers and lawful tenants and occupants. If the Agent shall deem any such complaint unreasonable, it shall advise the Board of Managers of the complaint and the reason for its opinion that the complaint is unreasonable.

(j) If Board of Managers determines to list or offer for sale, lease or sublease space, including any commercial or non-proprietary space at the Property that Board of

Managers acquires or has authority to so offer for sale or lease, Agent or an Affiliate shall be available to serve as the exclusive broker to market such space, but only if Board of Managers and Agent enter into a separate agreement on the terms of such engagement, including but not limited to the rate of commission.

(k) Cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to employment of the building services employees and maintenance and operation of the Property required by any federal, state or municipal authority. Agent, at Board of Managers' expense, may engage a payroll service company for the preparation and filing of payroll and payroll related forms.

(l) Not later than the twentieth day of each month, render, or cause to be rendered regular, monthly statements to each member of the Board, detailing the amounts collected during the previous month and disbursements made on behalf of and for the account of the Board of Managers on a cash basis and in the standard form used by Agent for reporting to its clients (copy of which is available to Board of Managers to review). One copy of such monthly statement (sent to the Treasurer unless otherwise directed) shall be supported by disbursement vouchers and other documentation of the disbursements on behalf of Board of Managers.

(m) Set up and keep in good order a separate, accurate income and operating expense statement maintained on a cash basis (other than books of account maintained by the Board of Managers' accountants) and maintain orderly files containing rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Property or the operation thereof. In the event that Board of Managers notifies Agent of any error in bookkeeping, billing or payment of expenses, Agent shall use its best efforts to correct such error immediately.

(n) Cooperate with the Board of Managers' accountants in performing the annual audit of the books of account of the Board of Managers, including the annual report of the operations of the Board of Managers for the year then ended. Agent shall send a copy of such annual report to each Board of Managers after receipt from accountant.

(o) Cooperate with the Board of Managers' accountants in their preparation and filing of the Board of Managers of federal, state, city and other income and other tax returns required by any governmental authority.

(p) Assist the Board in preparing an operating budget prior to the last meeting of the Board held in each fiscal year of Board of Managers, setting forth the anticipated income and expenses for the Board of Managers for the ensuing year, a comparison of said budget to the income and expenses of the preceding and current years, and any reasonably required explanations with respect thereto.

(q) Arrange a suitable place at its offices for meetings of the Board and a suitable place for annual and special meetings of Board of Managers; and send notices to members of the Board and Board of Managers, prepare agendas for, and cause the Property Manager or other executive to be a representative of its organization to attend, the annual meeting of the Board of Managers and meetings of the Board (one per month) provided that such meetings are held at reasonable times and reasonable advance notice of the meetings is given to Agent. Agent shall maintain a record of the minutes of such meetings prepared by a representative of Board of Managers unless Agent is specifically authorized to do so, in which case the Property Manager shall prepare the minutes. It is Agent's policy to bring such administrative assistants as in Agent's reasonable judgment are necessary to adequately run any annual or special meeting of Board of Managers. Board of Managers shall reimburse Agent for reasonable costs related to the administrative assistant attendance at such annual and special meetings

(r) Prepare, type, and send out all letters and reports as the Board may request. In addition, at Board of Managers' request and expense, Agent shall coordinate the production and distribution of periodic newsletters to the Board of Managers. The cost of producing any such newsletter shall be borne by Board of Managers, subject to Board of Managers' advance approval.

(s) [Intentionally Left Blank]

(t) Notify Board of Managers' insurance broker of any insurance claims for losses sustained by Board of Managers at the Property promptly after Agent becomes aware of such claim. Agent shall cooperate in its role as Managing Agent, making all relevant records and information available to the insurance carrier and/or any party authorized by Board of Managers to act on its behalf to negotiate such insurance claims. Agent shall not negotiate the settlement of any insurance claim unless authorized in advance by Board of Managers and at a separate fee to be agreed upon, and if so authorized, shall not settle without the consent of Board of Managers.

(u) If requested by Board of Managers, act as Board of Managers' mortgage broker to procure a new mortgage, refinance an existing mortgage or obtain unsecured financing for Board of Managers. For any such loan procured through the efforts of Agent, Board of Managers shall pay Agent, upon the closing of the mortgage or loan, a loan coordination fee equal to one percent (1%) of the principal amount of the mortgage or loan, except if the loan is a refinancing of a mortgage with an existing mortgagee, Board of Managers shall pay Agent upon such refinancing a loan coordination fee equal to one-half of one percent (1/2%) of the principal amount of the mortgage.

(v) In the event Agent is not requested to serve as Board of Managers' mortgage broker on any mortgage, loan, or refinance, Agent shall cooperate in its role as Managing Agent, making all relevant documents and information generally maintained by Agent in the performance of its duties available to any party authorized by Board of Managers to act on its behalf in obtaining and negotiating such mortgage, loan or refinance. If Agent is

required to prepare reports or provide information not generally maintained by Agent in the performance of its duties or is required to supervise inspections of the Property, Board of Managers shall pay Agent a loan coordination fee at a rate of $85.00 per hour. No loan coordination fee shall be payable if Agent earns a commission in connection with the mortgage, loan or refinance.

(1) Accept applications and references from all prospective Board of Managers, tenants of Board of Managers, obtain a basic consumer report relating to such prospective Board of Managers and tenants; obtain from Residential Unit Board of Managers proposing to sell their Residential Units ("Apartment Sale") such record searches as the Board of Managers may require, and submit same to the Board of Managers; including collecting and organizing of all necessary documents required to be reviewed by the Board and the scheduling of interviews, if any. Agent shall cooperate with Board of Managers' counsel when requested. Upon approval of any Apartment Sale (or waiver of the Board of Managers' right of first refusal), Agent shall act as Board of Managers' representative at the closing of the Apartment Sale.

(2) Coordinate through the building services employees at the Property the scheduling of the moving in and out of Board of Managers, tenants and subtenants so that there will be a minimum of disturbance to the operation of the Property and of inconvenience to other Unit Board of Managers, tenants or sub-tenants.

(3) Accept applications from Board of Managers to perform alterations to their Residential Units, including (i) obtaining copies of the plans for the alterations; (ii) if directed by Board of Managers, and at the expense of the Board of Managers, engage an architect, engineer or other professional to review the plans on behalf of the Board of Managers, provide recommendations on feasibility of such plans, and supervise the work for conformance to the approved plans; (iii) obtain a signed alteration agreement on a form approved by Board of Managers; (iv) submitting completed applications to Board of Managers for review; and (v) after consent by the Board of Managers to an alteration, coordinate through the building services employees with the Board of Managers the work so that there will be a minimum of disturbance to the operation of the Property and inconvenience to other Board of Managers, tenants or sub-tenants. Other than as provided in subparagraph (v)(3)(v), Agent shall not be responsible for the supervision of the alterations by the Board of Managers or for verifying that the alterations are performed in accordance with the plans approved by the Board of Managers or in accordance with applicable building codes or other applicable laws. Agent may charge the Board of Managers for Board processing such requests as described herein a fee in the amount of $400.00 for regular alterations and $1,000.00 for major alterations. For the purposes of this Agreement, a major alteration is any alteration for which a building permit is required to be obtained by the Board of Managers prior to commencing the alteration. All other alterations shall be considered regular alterations.

(w) Cooperate with the Board of Managers' tax certiorari attorneys in ascertaining the tentative assessed valuations of the Property, in notifying Board of Managers of such assessments, and in the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of the City of New York. If the Board of Managers has not retained an attorney for such purpose, retain special counsel (with Board of Managers' approval and at Board of Managers' expense) to prepare such application (with the Agent's cooperation) and to institute tax certiorari proceedings.

(x) Generally, do all things reasonably deemed necessary or desirable by the Board for the proper management of the Property. However, in the event other services are required that are not generally within the scope of the services enumerated in paragraphs (a) through (w) above (e.g., without limitation, compliance with a new administrative or filing requirement), Agent shall be entitled to additional compensation from Board of Managers for performing such services, as Board of Managers and Agent shall mutually agree.

(y) Agent shall have the authority to prepare and secure signs at the Property with Agent's name thereon.

(z) Agent has developed a proprietary communications program, First Service Residential Connect ("Connect") which includes features that are used by Agent in the performance of its duties as described in the Agreement. It is expressly understood by Board of Managers that Connect was created with proprietary software that is the property of Agent and it may not be copied, duplicated or otherwise utilized by Board of Managers without the express written consent of Agent.

The Managing Agent shall be entitled to the following additional fees:

(a) For the processing of purchase or lease applications, Agent may charge Residential Unit Owners who make application to lease their Residential Units or to sell their Residential Unit, or the applicants, a processing fee in the sum of $750.00, which fee may be increased to cover the costs of consumer reports in the event they are required and photocopy and messenger costs, if any. Agent recommends that a consumer report be obtained on each adult occupant. The processing fee for each standard consumer report generally procured by Agent will be $75.00. A fee of $112.50 per application will be charged to defray the cost of online application and electronic record retention of applications allowing applicants to eliminate copying costs. In addition, Agent shall send a representative to the closing on the sale of each Residential Unit to deliver the Owner's waiver of its right of first refusal and any other documents required to be delivered and to ensure prompt and proper documentation of the transfer and the payment of any outstanding charges. Agent may charge the Residential Unit Owner an additional fee of $250.00 for this service.

(b) For the coordination and assistance with financing or refinancing of residential mortgages, Agent may charge Residential Unit Owners who finance or refinance their Residential Unit or purchasers obtaining financing on acquisition, a fee in the sum of $300.00,

which fee may be increased if the mortgagee requires extensive documentation regarding the Property and/or its finances.

(c) For the processing of lease renewals, Agent may charge Residential Unit Owners who make application to renew or extend leases with the same tenant, a processing fee in the sum of $300.00.

(d) For other services related to the transfer of Residential Units, Agent shall be entitled to charge Residential Unit Owners fees in accordance with Agent's standard transfer fee schedule.

(e) For the preparation, distribution and processing of required forms and filings; Owner shall pay Agent the following fees:

(1)	Window Guard Notification	$ 6.00 per apartment
(2)	Fire Safety Plan:	
	– Full Guidelines (distributed every three (3) years)	$25.00 per apartment
	– Bulletin (distributed the other two (2) years)	$15.00 per apartment
(3)	Lead Paint Notification (Buildings constructed prior to 1960 only)	$12.00 per apartment
(4)	Tax Abatement Credits	$ 8.00 per apartment

(f) For the services described in subsection (v)(3):

(1)	Regular Alterations	$ 400.00
(2)	Major Alterations	$1,000.00

The annual certified financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an independent certified public accountant engaged by the Condominium Board whose fees are to be paid by the Condominium Board and charged to the Unit Owners as a Residential Common Expense.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Board and charged to the Unit Owners as a Shared Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or wilful misconduct.

Other Contractual Agreements

It is anticipated that a full-time, visiting superintendent and part-time non-resident porter and doormen will be retained by the Condominium subsequent to the First Unit Closing. Projected costs are set forth in Schedule B in Part I of the Plan.

Sponsor has reserved the right, prior to the First Unit Closing, to modify, renew and replace any existing agreements and to enter into new agreements that will be binding on the Condominium Board, provided that there will be no material increase in the estimated Common Charges for the "Projected Budget for the First Year of Condominium Operation."

The current service contracts which are anticipated to be effective at the date of the First Unit Closing or service contract projections pertaining to the future operation of the Building include amongst others, extermination services, elevator maintenance, sprinkler inspection maintenance, fire extinguisher maintenance, fire alarm maintenance, central station monitoring, HVAC System maintenance, window cleaning and telephone, cable, and internet and mobile service. The cost of the proposed service contracts is based upon the experience of the proposed Managing Agent, FirstService Residential New York, Inc., 622 Third Avenue, 15th Floor, New York, NY 10017.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is Gramercy 128 West, LLC, a limited liability company organized under the laws of the State of New York on July 15, 2014, with an address at 14 West 23rd Street, 5th Floor, New York, New York 10010. The 100% sole member of Sponsor is Gramercy 128-130 West LLC ("Gramercy"), a limited liability company organized under the laws of the State of Delaware on June 12, 2017 and authorized to do business in the State of New York as of July 31, 2017. The managing member of Gramercy is PB 23rd Street Manager LLC ("PB"), a limited liability company organized under the laws of the State of Delaware on June 12, 2017 and authorized to do business in the State of New York as of July 31, 2017, which has two (2) members and two (2) managers. The non-managing member of PB is VIP 23 LLC, a limited liability company organized under the laws of the State of New York on November 15, 2018. The co-managing member of PB is Pan Brothers Capital Management Group LLC ("Pan Brothers"), a limited liability company organized under the laws of the State of New York on June 25, 2007. The co-managing non-member of PB is Imian Partners, LLC ("Imian" and, together with Pan Brothers, PB and Gramercy, the "Affiliates"), a limited liability company organized under the laws of the State of Connecticut on December 19, 2007. Pursuant to certain consents, dated as of August 16, 2019, the Affiliates have appointed James Pantelidis, George Pantelidis, Peter Pantelidis and Theodore Kakoyiannis, individually, as authorized signatories of the Affiliates and Sponsor. Accordingly, James Pantelidis, George Pantelidis, Peter Pantelidis and Theodore Kakoyiannis are the Principals of Sponsor (the "Principals of Sponsor"). The Principals of Sponsor maintain offices at the principal office of Sponsor, which is specified above.

James Pantelidis is a real estate developer, owner, operator and investor and resides in the State of New York. Mr. Pantelidis, who has over 35 years of professional experience in real estate investment, development and management, is a co-founder and principal of Pan-Brothers Associates, Inc. where he manages all aspects of the company's real estate investment operations, acquisitions, management, financing and sales in the United States. In addition to this Offering Plan, Mr. Pantelidis was a principal of the following sponsors of cooperative or condominium offering plans:

(i) Nicholas Estates, the sponsor of 203 7th Avenue Tenants Corp, located at 203 7th Avenue, Brooklyn, New York 11215, Department of Law File No. C80-0361 (accepted for filing on October 5, 1981). The sale of the last sponsor-owned unit at 203 7th Avenue Tenants Corp., occurred on August 3, 2017, which sale was made pursuant to the 16th Amendment to the offering plan which was filed on May 5, 2017.

(ii) 242 Gramercy Fifth LLC, the sponsor of The New York Bow Building Condominium, located at 242 Fifth Avenue, New York, New York 10016, Department of Law File No. CD15-0153 (accepted for filing on January 13, 2016). There has been no sales activity and no units have been sold, transferred or

conveyed. The sponsor of that offering plan has rented the units and is in the process of abandoning the offering plan.

Other than as stated above, Mr. Pantelidis has not been a sponsor or principal of sponsor of a cooperative, homeowners association or condominium offering in the State of New York within the past five (5) years.

George Pantelidis is a real estate developer, owner, operator and investor and resides in the State of New York. Mr. Pantelidis, who has over 35 years of professional experience real estate management, development and marketing, is a co-founder and principal of Pan-Brothers Associates, Inc. where he manages all aspects of the company's real estate investment operations, acquisitions, sales and marketing in the United States. In addition to this Offering Plan, Mr. Pantelidis was a principal of the following sponsors of cooperative or condominium offering plans.

(i) Nicholas Estates, the sponsor of 203 7th Avenue Tenants Corp, located at 203 7th Avenue, Brooklyn, New York 11215, Department of Law File No. C80-0361 (accepted for filing on October 5, 1981). The sale of the last sponsor-owned unit at 203 7th Avenue Tenants Corp., occurred on August 3, 2017, which sale was made pursuant to the 16th Amendment to the offering plan which was filed on May 5, 2017.

(ii) 242 Gramercy Fifth LLC, the sponsor of The New York Bow Building Condominium, located at 242 Fifth Avenue, New York, New York 10016, Department of Law File No. CD15-0153 (accepted for filing on January 13, 2016). There has been no sales activity and no units have been sold, transferred or conveyed. The sponsor of the offering plan has rented the units and is in the process of abandoning the offering plan.

(iii) 380 A 12th St. LLC, the sponsor of 378 12th Street Condominium, located at 378 12th Street, Brooklyn, New York 11215, Department of Law File No. CD06-0534 (accepted for filing on December 15, 2006). There has been no sales activity and no Units have been sold, transferred or conveyed while this offering plan was stale.

Other than as stated above, Mr. Pantelidis has not been a sponsor or principal of sponsor of a cooperative, homeowners association or condominium offering in the State of New York within the past five (5) years.

Peter Pantelidis is a real estate developer, owner, operator and investor and resides in the State of New York. Mr. Pantelidis, who has over 35 years of professional experience in real estate management, development and construction, is a co-founder and principal of Pan-Brothers Associates, Inc. where he manages all aspects of the company's development, building management and construction in the United States. In addition to this Offering Plan, Mr. Pantelidis was a principal of the following sponsors of cooperative or condominium offering plans.

(i) Nicholas Estates, the sponsor of 203 7th Avenue Tenants Corp, located at 203 7th Avenue, Brooklyn, New York 11215, Department of Law File No. C80-0361 (accepted for filing on October 5, 1981). The sale of the last sponsor-owned unit at 203 7th Avenue Tenants Corp. occurred on August 3, 2017, which sale was made pursuant to the 16th Amendment to the offering plan which was filed on May 5, 2017.

(ii) 242 Gramercy Fifth LLC, the sponsor of The New York Bow Building Condominium, located at 242 Fifth Avenue, New York, New York 10016, Department of Law File No. CD15-0153 (accepted for filing on January 13, 2016). There has been no sales activity and no units have been sold, transferred or conveyed. The sponsor of the Offering Plan has rented the units and is in the process of abandoning the offering plan.

Other than as stated above, Mr. Pantelidis has not been a sponsor or principal of sponsor of a cooperative, homeowners association or condominium offering in the State of New York within the past five (5) years.

Theodore Kakoyiannis is a real estate developer, owner, operator and investor and resides in the State of New York. Mr. Kakoyiannis, who has over 20 years of professional experience in real estate law, development and management, is a co-founder of and partner at Imian Partners LLC and Valyrian Capital LLC where he manages all aspects of the companies' real estate investment operations, acquisitions, legal, financing and sales. Prior to that, Mr. Kakoyiannis was a principal of Fidelity-AMG Real Estate Development, LLC. In addition to this Offering Plan, Mr. Kakoyiannis is currently a principal of the sponsor of the offering plan for 856 Washington Avenue Condominium, accepted for filing on April 12, 2018, file number CD17-0258. Other than as stated above, Mr. Kakoyiannis has not been a sponsor or principal of sponsor of a cooperative, homeowners association or condominium offering in the State of New York within the past five (5) years.

The Principals of Sponsor are current on all of their financial obligations with respect to Unsold Shares or Unsold Units as required by the terms of the respective offering plans. Except as set forth above, prior to this offering, neither the Sponsor nor the Principals of Sponsor have been a sponsor or principal, nor have they had any prior public offerings in the State of New York, nor do they currently own ten percent (10%) or more of the unsold units in any other condominium, cooperative or homeowners association.

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor or any Principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor or any Principals of Sponsor that may be material to the Offering Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Offering Plan.

Selling Agent

The Selling Agent for this offering is Douglas Elliman, LLC, d/b/a Douglas Ellman Real Estate, a licensed real estate brokerage firm which has an office at 575 Madison Avenue, New York, New York 10022. The principals of the Selling Agent have been involved with the development and marketing of numerous condominium and cooperative. Douglas Elliman Real Estate and its predecessors have been engaged in the sale of condominium and cooperative apartments in New York City for over 40 years. Some of those properties include: 432 Park Avenue, New York, New York; 150 Charles Street, New York, New York; 10 Madison Square West, New York, New York; 71 Laight Street, New York, New York; 36 Bleeker Street, New York, New York; 100 Eleventh Avenue, New York, New York; 333 East 91st Street, New York, New York; 365 Bridge Street, Brooklyn, New York and 11-24 31st Avenue, Long Island City, New York.

The Selling Agent, and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services. During the past fifteen (15) years, there have been no prior convictions, injunctions, or judgments against the Selling Agent or the principals or officers thereof that may be relevant or material to the Offering Plan or any offering of securities generally.

Architects

The Sponsor's Architect for the project is Kutnicki Bernstein Architects, located at 277 Broadway, 17th FL, New York, NY 10007. Kutnicki Bernstein Architects and/or the principals thereof, have been providing architectural services, including the preparation of Description of Property and Specification Reports, in excess of twenty (20) years.

Daniel Bernstein, a registered architect in the State of New York and a principal of Kutnicki Bernstein Architects, prepared the report which Sponsor has adopted as Sponsor's "Description of Property and Specifications."

The Architects and the principles thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, or any other party interested in this transaction, except for the fees for services rendered in connection with such report and other architectural services. The Architects, and/or the principals thereof, have been providing architectural services in excess of twenty (20) years.

Counsel to Sponsor

The Sponsor has retained the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, located at 345 Seventh Avenue, 23rd Floor, New York, New York 10001, to represent it in the preparation and consummation of the Offering Plan. John D'Agostino, Esq., a partner of the firm, and Jane Jeong, Esq., an associate of the firm, drafted the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of deed and all other documents necessary in connection with the formation of the Condominium, and are advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to

represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Offering.

D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, and/or the members thereof, have no financial interest in the Property, the Sponsor or the Selling Agent, except that they are to be paid a fee for their services.

Further, as is customary in the offer and sale of condominium units in the State of New York, Counsel to the Sponsor will represent the Sponsor while simultaneously serving as the escrow agent under the terms of the Offering Plan and Form Purchase Agreement. The fact that Counsel to Sponsor will represent Sponsor in the sales transaction will not affect its ability to act as escrow agent pursuant to the escrow terms set forth in the Offering Plan and Purchase Agreement and has not been deemed a conflict of interest in the State of New York.

Managing Agent

Sponsor has engaged the services of FirstService Residential New York, Inc., 622 Third Avenue, New York New York 10017 to become the managing agent.

FirstService Residential New York, Inc., is a multifaceted real estate management firm with a diverse client base. The Managing Agent and/or its principals thereof have been managing residential and commercial buildings for over ten (10) years.

The Managing Agent is not affiliated with the Sponsor and does not have any financial interest in the Property except for its management fees for managing the Condominium.

REPORTS TO UNIT OWNERS

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

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year or the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting which notice will be at least ten (10) but not more than thirty (30) days prior to such meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) days prior to the date set for adoption thereof by the Board of Managers. While the Sponsor is in control of the Board of Managers, it shall be Sponsor's obligation to deliver to all Unit Owners a proposed annual budget which shall be certified as to its adequacy by an expert experienced in the management of condominium, cooperative and/or rental properties.

DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents referred to herein shall be available for inspection without charge and copying at a reasonable charge by prospective purchasers and by any person who shall have purchased a Unit offered under this Plan or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours and shall remain available for such inspection for a period of six years from the date of the First Unit Closing. The Sponsor shall, at the time of the First Unit Closing, deliver to the Board of Managers a copy of all documents filed with the appropriate recording office.

GENERAL

A. Each Unit Owner shall be required to comply with and abide by the Declaration, the By-Laws and the Rules and Regulations of the Condominium made in accordance therewith and to pay the Common Charges levied by the Board of Managers. Such obligations shall be enforceable by the Board of Managers by foreclosure of the statutory lien against the Unit for the amount of any such unpaid Common Charges or by suit to collect the same by action for damages, by injunction or by other appropriate relief.

B. There are no lawsuits or other legal proceedings pending, the outcome of which could materially affect this Offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all its obligations under the Plan, the Condominium or the operation thereof.

C. Based on Sponsor's review of the Attorney General's offering plan database, the Property located at 128-130 West 23rd Street, New York, New York 10011 was not the subject of a prior public offering. Additionally, the Sponsor has not filed an Application to Test the Market pursuant to Cooperative Policy Statement No. 1.

D. The Declaration and By-Laws of the Condominium located in Part II of this Plan are made part of this Offering Plan.

E. Annexed to the By-Laws are the Rules and Regulations of the Condominium which shall apply until amended by the Board of Managers.

F. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with the Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained in the various documents mentioned herein, must not be relied upon. This Plan does not omit any material fact or contain any untrue statement of a material fact. No person has been authorized by the Sponsor to make any representation which is not expressly contained herein.

G. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

H. This Plan may not be changed or modified orally.

I. Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in the case of an uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations

or liabilities of then-existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded, except as provided for in the Plan, all monies paid thereunder, with any interest earned thereon. However, such rescission, as to a Purchaser who first became an occupant of the Building pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Residential Unit within fifteen (15) days thereafter.

J. Sponsor hereby represents that neither it or any of its agents has entered into a contract or agreement to sell a Unit and no deposits or advances of funds have been received or will be accepted, as of the date the Offering Plan is accepted for filing by the Department of Law.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

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

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

Based upon the approved New Building Plans for the construction of the Building, there are currently 572.1 square feet of Unused Development Rights pertaining to the Property. However, if the floor area ratio for the zoning district in which the Building is located changes in the future, such change may create additional excess transferable air rights and/or development rights pertaining to the Property at that time. Until such time as the floor area ratio for the applicable zoning district changes, it is not possible for Sponsor to represent the maximum amount of additional excess development air rights and/or development rights that would be generated from the Property or how many stories that may be added to adjoining properties based upon such additional excess air rights and/or development rights.

The Sponsor, Sponsor's designee, and/or their successors and assigns, herein have the right to cause all other Unit Owners, their successors, assigns and/or heirs, and any mortgagees thereof, and the Board of Managers of the Condominium and any mortgagees thereof, to take such action and execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, Sponsor's designee, and/or their successors and assigns, in the Register's Office of New York County, the City and State of New York and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owners', Board's, and/or mortgagees' interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor, Sponsor's designee, and/or their successors and assigns; (ii) any amendment to the Condominium Declaration which the Sponsor, Sponsor's designee, and/or their successors and assigns deem necessary or appropriate to effectuate their rights hereunder.

Failure of the Unit Owners and Board of Managers to comply with the terms of the Condominium Declaration shall result in liquidated damages payable by the Board of Managers to the Sponsor, Sponsor's designee, and/or their successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor, Sponsor's designee, and/or their successors and assigns for the transfer, assignment or surrender of such Unused Development Rights.

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

SPONSOR'S STATEMENT OF BUILDING CONDITION

GENERAL

Sponsor represents that, to the best of its knowledge, the Description of Property and Specifications hereinafter set forth in Part II of the Plan, which Sponsor hereby adopts, accurately summarizes the general nature of the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction. Sponsor represents that Sponsor has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Building specifications. However, Sponsor reserves the right to substitute in place thereof, without prior notice or amendment to the Plan, systems, materials, equipment, appliances and fixtures of Equal or Better Quality, meaning comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable, and/or construction procedures which are equal to or of better custom for the industry in which the Property is located as determined by Sponsor's general contractor or architect or engineer, in their sole discretion. Sponsor further reserves the right to make all decisions relative to construction methods, practices and designs. In addition, Sponsor will, by the First Unit Closing or within a reasonable period thereafter, cure or cause to be cured all violations of record against the Property as set forth in the Plan.

The Description of Property and Specifications set forth in Part II of the Plan was prepared by Daniel Bernstein of the architectural firm of Kutnicki Bernstein Architects, and is included in this Plan in reliance upon the expertise of such firm.

PART II

THIS DOCUMENT IS A LEGALLY BINDING DOCUMENT AND SHOULD BE READ CAREFULLY BY EACH PROSPECTIVE PURCHASER AND SHOULD BE REVIEWED BY EACH PROSPECTIVE PURCHASER'S ATTORNEY BEFORE EXECUTING IT.

PURCHASE AGREEMENT ("Agreement")
128 West 23rd Street Condominium ("Condominium")

Purchaser's Name:_____

Social Security No.:_____

Address:_____

Telephone No.:_____

Additional Purchaser's Name:

Social Security No.:_____

Address:_____

Telephone No.:_____

Unit Number:_____, and Storage Room #:_____ (if applicable)

Percentage Interest in Common Elements:_____

*Aggregate Down Payment, including License Deposit, if applicable (not including custom work**):

a) Initial Down Payment (10%) (50% if applicable***) $_____
b) Additional Down Payment (5%) $_____

Balance Due at Closing $_____

Total Purchase Price**** $_____

Name(s) and manner in which title will be taken:_____

* The term "Down Payment," as used herein, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment. The Additional Down Payment is due on the earlier to occur of (i) _____ (which is one hundred twenty (120) days after Purchaser receives a countersigned copy of this Agreement from Sponsor or the Selling Agent) or (ii) fifteen (15) days after Purchaser receives a written notice or amendment to the Plan declaring the Plan effective (but in no event later than the Closing Date).

** additional Deposit for custom work $_____

*** If a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make an Initial Down Payment equal to fifty percent (50%) of the applicable Total Purchase Price and will not be required to make an Additional Down Payment.

**** If applicable, the Total Purchase Price is allocated as follows: $_____ for the Residential Unit; and $_____ for the Storage Room License Payment.

Statement of Seller

Gramercy 128 West, LLC, with an address at c/o Pan-Brothers Associates, 14 West 23rd Street, New York, NY 10010, a limited liability company formed pursuant to the laws of the State of New York (hereinafter the "Sponsor" or "Seller"), has promulgated a Plan of Condominium Ownership of 128 West 23rd Street Condominium ("the Plan") pursuant to which the land with appurtenances and the Residential Units and the Commercial Unit ("the Units") being newly constructed by Seller, located at 128-130 West 23rd Street, New York, New York 10011, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

I have received and read a copy of the Plan and all filed amendments thereto. Said Plan, which includes the Declaration to be made by the Seller and to be recorded in the Office of the Register of the City of New York, New York County, the Schedules, By-Laws and Rules and Regulations attached thereto, are incorporated herein by reference and made part of this Agreement with the same force and effect as if fully set forth herein.

AFTER DELIVERING AN EXECUTED AGREEMENT, TOGETHER WITH THE REQUIRED DEPOSIT, I WILL BE AFFORDED SEVEN (7) DAYS TO RESCIND THIS PURCHASE AGREEMENT AND HAVE THE FULL DEPOSIT REFUNDED TO ME PROMPTLY, PROVIDED THAT I HAVE NOT HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR AT LEAST THREE (3) BUSINESS DAYS PRIOR TO SUCH DELIVERY. SUCH RESCISSION MUST BE BY WRITTEN NOTICE, ADDRESSED TO SPONSOR, AND BE POSTMARKED OR HAND DELIVERED NO LATER THAN MIDNIGHT OF THE 7TH DAY SUBSEQUENT TO MY DELIVERING THE EXECUTED PURCHASE AGREEMENT. IF I HAVE HAD AN OPPORTUNITY TO REVIEW THE OFFERING PLAN AND ANY FILED AMENDMENTS FOR NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO MY MAKING THE AFORESAID DELIVERY, I SHALL NOT BE PERMITTED THE AFOREMENTIONED SEVEN (7) DAY TIME PERIOD TO RESCIND THIS PURCHASE AGREEMENT.

The seven (7) day rescission period is (delete whichever is incorrect): applicable; not applicable.

Purchaser has been given an opportunity to examine the architectural plans for the above-numbered Unit and for the building in which it is located ("the Building"), prepared by Kutnicki Bernstein Architects ("the Architect").

Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together

with an undivided interest in the Common Elements appurtenant thereto (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit");

Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

1. **Payment for Unit**. Seller hereby agrees to sell and Purchaser hereby agrees to purchase the Unit for the Total Purchase Price stated above. The Initial Down Payment stated above has been made on the signing of this Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. For all Purchasers who are required to make an Initial Down Payment of ten percent (10%) of the Total Purchase Price, within 120 days after receipt of the executed Purchase Agreement from Sponsor or upon the Plan being declared effective, whichever is earlier, the Additional Down Payment equal to 5% of the Total Purchase Price must be made by Purchaser or Purchaser shall be in default under the terms of this Agreement. No Additional Down Payment shall be required if the Purchaser is a foreign government or other person or entity referenced on the cover page of this Purchase Agreement and who or which has made a fifty percent (50%) Initial Down Payment as required above. If the check representing the Initial Down Payment or the Additional Down Payment is returned for insufficient funds or for any other reason (i) such return shall be deemed a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled, and (ii) upon such cancellation Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made and without any obligation to account to Purchaser for any of the proceeds of such sale. Notwithstanding anything herein to the contrary, whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including, without limitation, all attorneys' fees and expenses incurred by the Seller in connection therewith. The Balance Due at Closing shall be payable at the closing of title, as hereinafter provided in Paragraph 2, by unendorsed certified or cashier's check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association to the order of Seller or as otherwise directed by Seller.

2. **Closing of Title**. The closing of title shall take place on no less than thirty (30) days' prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the "Closing Date") to be specified by Seller. Such date shall be no earlier than thirty (30) days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the closing of title to the Unit and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one reasonable adjournment of up to ten (10) days (hereinafter the "Adjourned

Closing Date"), on five (5) days written notice by Purchaser to Seller, provided that Purchaser may not seek an adjournment of any kind based upon any provision set forth in Paragraph number 18(i) herein. If, through no fault of Seller, Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, or the Adjourned Closing Date, and Seller does not have the right to, or elects not to, cancel this Agreement as a result of the same, (a) the adjustments for real estate taxes and common charges will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the closing of title occurs, and (b) Purchaser will be required to pay Seller, as a reimbursement of Seller's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Seller under this Agreement and the Plan, an amount equal to 0.04% of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, though no fault of Purchaser, Seller postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

At the closing of title Seller shall deliver to Purchaser a bargain and sale deed, with covenant against grantor's acts, conveying the Unit to Purchaser, such deed to be in the form contained in Part II of the Plan, executed and acknowledged by Seller in form for recording.

Simultaneously with the delivery of the deed, Purchaser (i) shall cause the proceeds of any mortgage loan to be transferred to the Seller on account of the Total Purchase Price, (ii) shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any documents required by Seller and (iii) shall deliver the Balance Due at Closing.

Title to the Unit will close only after or concurrently with the occurrence of the events set forth in the Section of the Plan entitled "Closing of Title to Units".

3. **Power of Attorney to Board of Managers**. At the closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to Seller at the closing of title for recording and to pay the recording fee. The Purchaser's failure to execute the Power of Attorney is a default under the Purchase Agreement.

4. **Binding Effect of Declaration, By-Laws, Plan, Rules and Regulations**. Purchaser hereby agrees to be bound by the Declaration, the By-Laws, the Rules and Regulations and the Plan.

5. **Condition of Title**. Seller agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, specifically in Part I thereof in the section titled "Terms of Sale," and Exhibits submitted in connection therewith (as well as other mortgages, if any, obtained by Purchaser).

Notwithstanding the above, the existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that a reputable title insurance company licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the property, not provided for in the Plan or this Agreement, out of the monies to be paid by the Purchaser at the time of closing title.

6. **Expenses of Closing and Closing Adjustments**. Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Unit Closing Costs and Adjustments," including, but not limited to, the amount of any credit for mortgage recording tax or mortgage recording tax reimbursement as set forth in such Section, payment for title insurance, if Purchaser elects or is required by a lender to obtain same, recording fees for recording the Deed, Power of Attorney and any Partial Release and/or UCC-3 Termination Statement for the Unit related to Sponsor's financing encumbering the Building, real estate taxes, New York City Real Property Transfer Tax, New York State Transfer Tax, Seller's attorney's fees for closing the Unit, and costs associated with obtaining a mortgage loan. The legal fees of Seller's attorneys in the amount of $3,000.00 will be payable by Purchaser to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, if rendered by such firm, provided that an additional fee of $750.00 per closing shall be due and payable for any Unit closing which occurs outside the office of Seller's attorneys at the request of the Purchaser, Purchaser's attorney, Purchaser's lender, or title company. A further fee of $350.00 shall be payable by Purchaser to Seller's attorneys for the work involved for each assignment of a purchase agreement or contract. Assignments are permitted only with prior written consent of Sponsor. A legal fee of $750.00 shall be payable by Purchaser for any work involved as a result of any adjournment by a Purchaser beyond that permitted under any right of adjournment set forth in the Offering Plan. Finally, a legal fee in the amount of $750.00 shall be paid by Purchaser to Sponsor's attorneys for each cancellation of a Purchase Agreement and/or release related thereto if prepared by such firm. The additional fee for a cancellation is only applicable if the Purchaser is at fault for the cancellation. Purchaser will also pay to the Board of Managers the sum equal to two months of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium. Except as otherwise provided in this agreement, real estate taxes and Common Charges and expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by certified check or bank check drawn on a bank or trust company which is a member of the New York Clearing House Association or any successor organization. The obligation of the Purchaser to pay the transfer taxes as stated above shall survive the Closing.

Notwithstanding anything herein to the contrary, one of Purchaser's costs of closing title to his or her Unit shall be the payment of the cost of fee title insurance, if Purchaser elects to obtain title insurance, which, if requested by Purchaser, Sponsor shall order on Purchaser's behalf from Ridge Abstract Corp. as agent for Commonwealth Land Title Insurance Company of New York. However, notwithstanding anything herein to the contrary, a Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company.

7. **Agreement Subject to Mortgages**. Purchaser agrees that all terms and provisions of this Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, on the Closing Date the only mortgage to which the Unit will be subject will be to any other mortgage(s) obtained by Purchaser.

8. **Mortgage Financing Contingency**. THE PURCHASE OF THE UNIT WILL NOT BE CONDITIONED ON FINANCING AND THIS PARAGRAPH HAS BEEN INTENTIONALLY DELETED. Any prospective purchaser who executes this Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the purchase price. A purchaser will be obligated to pay the balance of the Purchase Price regardless of the fact that either: (i) such Purchaser fails, or is unable to obtain a satisfactory mortgage commitment, or (ii) once a satisfactory mortgage commitment has been obtained, the same either lapses, expires or is terminated. In the event that a Purchaser fails, neglects or refuses to duly pay the balance of the Purchase Price for any reason, including financing problems, such Purchaser will be in default under this Purchase Agreement. Prospective purchasers who require financing are advised to consult with a lending institution before execution of this Purchase Agreement. No representation is made by the sponsor as to the availability or cost of such financing.

9. **Default by Purchaser**. If Purchaser shall fail to pay any portion of the Down Payment or the balance of the purchase price when due, fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof or fail to perform any of Purchaser's other obligations hereunder, such failure shall constitute a default by Purchaser. Seller shall notify Purchaser in writing of such default and advise Purchaser that he has thirty (30) days from the mailing date or thirty (30) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THIS AGREEMENT WITHIN SUCH THIRTY (30) DAY PERIOD. If such default is not cured within thirty (30) days from the mailing date or thirty (30) days after personal delivery of such written notice, Seller has no obligation to extend the time to cure and may (but shall not be obligated to) elect to cancel the Purchase Agreement. If Sponsor elects to cancel the Purchase Agreement, Sponsor shall notify Purchaser in writing of said cancellation and the Down Payment and any other amounts paid by Purchaser for any special or custom work requested by Purchaser and already disbursed or required to pay for either (i) the completed custom work and/or (ii) materials already ordered shall be paid over to Seller as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event that Seller shall elect so to cancel this Agreement, Seller shall certify to its attorneys, D'Agostino, Levine, Landesman,

Lederman, Rivera & Sampson, LLP, that title has not closed because of Purchaser's default, that a notice to cure was delivered to Purchaser and Purchaser has failed to cure the default within thirty (30) days from the mailing date or within thirty (30) days from personal delivery of such notice and that Seller has elected to cancel this Agreement by reason thereof, and D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Seller as liquidated damages the Down Payment (and the actual cost incurred by Seller for any special work in the Unit ordered by Purchaser) and any interest earned thereon, and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If Sponsor instructs Escrow Agent to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to either (a) upon closing of title to the Unit, to Sponsor, pursuant to the terms and conditions set forth in this Purchase Agreement; (b) a subsequent writing signed by both Sponsor and Purchaser; or (c) a final, non-appealable order or judgment of a court. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the Condominium is located and shall give written notice to both parties of such deposit. Seller shall reimburse D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP insofar as it is acting in its capacity as Escrow Agent for its reasonable cost and expenses, including attorney's fees and the fair value of legal services rendered by the Escrow Agent to itself incurred as a result of any dispute or litigation concerning the right to the Down Payment. Sponsor shall not seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. If this Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP may rely upon the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

10. **Agreement May Not be Assigned; Advertising**. Purchaser shall have no right to assign this Agreement without the prior consent in writing of Seller and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller. In the event Sponsor consents to the assignment of this Agreement, Purchaser shall pay D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP the legal fee of Sponsor's attorneys for reviewing the assignment agreement. Such fee shall be approximately $350.00, plus disbursements. Prior to the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale.

Prior to, and for twelve (12) months subsequent to, the closing of title to the Unit, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of such Unit for sale.

This provision is to survive closing of title to the Unit. Notwithstanding the foregoing, Sponsor shall consent to the sale of a Unit prior to the expiration of said twelve (12) month period in the event of (i) an involuntary relocation of employment to a location over fifty (50) miles from the Property if the Unit Owner is employed at a location within fifty (50) miles of the Property at the time of the purchase of the Unit, (ii) an involuntary loss of employment, or (iii) the death of the Purchaser. Sponsor's consent shall be conditioned upon all profits from the sale of the Unit (minus customary closing costs and expenses) belonging to Sponsor. If Purchaser violates this provision, the Sponsor shall have such remedies as Sponsor shall be entitled to at law or in equity, including but not limited to, specific performance or an action for damages.

11. **Notices**. Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above and to Seller at c/o Pan-Brothers Associates, 14 West 23rd Street, New York, NY 10010 (with a copy to D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, 345 Seventh Avenue, 23rd Floor, New York, New York 10001) or at such other address as either party may hereafter designate to the other in writing. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day after mailing.

12. **No Representation**. Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller's Counsel or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services or amenities, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building are not accurate or correct, provided such layout or dimensions conform within reasonable tolerances to the floor plans and the architectural plans and specifications for the Building and the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from his obligations hereunder by reason of any immaterial inaccuracy or error. This provision shall survive the closing of title to the Unit.

13. **Recording of Deed and Power of Attorney**. At the closing of title, Purchaser will deliver the executed deed received from Seller and executed and acknowledged power of attorney to the representative of the title company, if any, or to Seller for recording in the Office of the Register of the City of New York, New York County. Such deed and power of attorney will be in the form set forth in the Plan.

14. **Binding Effect**. This Purchase Agreement shall not be effective or binding on Seller until a counterpart hereof is executed by Seller and delivered to Purchaser. Subject to the

provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. **Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel**. This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and before eighty percent (80%) of the Residential Units have been purchased. Seller also reserves the right to abandon the Plan after it has been declared effective pursuant to other provisions of the Offering Plan as set forth in the section titled "Effective Date of Plan". Additionally, the Plan shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed cancelled, and the Plan terminated and Purchaser is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in Paragraph 2 hereof or in the Plan, for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Seller within fifteen (15) days subsequent to the end of the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be deemed cancelled. If this Purchase Agreement is cancelled pursuant to the provisions of this paragraph, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

Seller may cancel this Purchase Agreement by forwarding its check in the full amount paid by the Purchaser, together with a notice in writing, addressed to the Purchaser at his address hereinabove set forth in the event of the occurrence of any of the following: (a) that any governmental bureau, department or subdivision thereto shall impose restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions shall prevent the Seller from obtaining such materials from its regular suppliers or from using same in the construction and/or completion of the dwellings; or (b) that the Seller is unable to obtain materials from its usual sources due to strikes, lockouts, war, military operations and requirements, national emergencies, acts of God or if the installation of public utilities is restricted or curtailed.

Notwithstanding anything herein to the contrary, Sponsor anticipates the First Unit Closing to occur on or about January 1, 2021 but said closing may occur sooner should the Building be completed and ready for occupancy earlier. Purchasers will be offered a right of rescission if: (i) the actual date of the First Unit Closing; or (ii) the projected date of the First Unit Closing occurs later than December 31, 2021, twelve (12) months after the projected date for the First Unit Closing. If the Plan is amended to provide for a later projected date for the First Unit Closing, purchasers will be entitled to an offer of rescission if the First Unit Closing occurs more than twelve (12) months beyond that amended, later date.

However, if the First Unit Closing occurs before January 1, 2021, the Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement states otherwise, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain.

16. **Monies to be Held in Trust; Escrow Agent and Escrow Account; Down Payment; Payment of Purchase Price; Notice of Closing**.

The required Down Payment pursuant to this Agreement will be either fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price for the Unit set forth in the Plan, as amended, which Down Payment shall be increased by special custom work or materials, if any, requested by Purchaser and agreed to by Sponsor in its sole discretion and as itemized in this Agreement.

In accordance with section 71-a(3) of the Lien Law, Sponsor has appointed the law firm of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, with an address at 345 Seventh Avenue, 23rd Floor, New York, NY 10001, telephone number (212) 564-9800, to serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser to hold all Deposits, other than the deposit for a copy of the Offering Plan, received by it from Purchasers, either directly or through its agents or employees in trust (the "Deposit" or "Deposits"). Escrow Agent has designated the following partners to serve as signatories: John D'Agostino, Esq., Michael J. Levine, Esq., Wayne R. Landesman, Esq., Bruce H. Lederman, Esq., Bettina Miraglia, Esq., Jose M. Rivera, Esq., Brian T. Sampson, Esq., and Jared Van Vleet, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

The Escrow Agent has established the escrow account at HSBC Bank, N.A., located at 800 Avenue of the Americas, New York, NY 10001 (the "Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP Escrow Account for 128 West 23rd Street Condominium ("Escrow Account"). The Escrow Account is insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000.00 in the aggregate per account type per insured bank. If a Purchaser makes a Down Payment in excess of $250,000.00 for the purchase of a Unit, such Deposits will not be federally insured in excess of $250,000.00. Additionally, if Purchaser has an additional account at the Bank, the aggregate of Purchaser's funds at the Bank, including funds in the additional account and the Down Payment, may not be insured in excess of $250,000.00. Therefore, if a Purchaser has an additional account at the Bank, Purchaser's Down Payment, including a Down Payment that is less than $250,000.00, may not be insured in part or in its entirety. Furthermore, while the Down Payment is in the non interest bearing check portion of the

Master Escrow Account, the Down Payment may not be fully federally insured, even if the Down Payment does not exceed $250,000.00. Escrow Agent makes no guarantee of the solvency of the Bank. If the FDIC insurance limits change in any manner in the future, Escrow Agent will have no obligation to make any changes to the Escrow Account.

All Deposits remitted to Escrow Agent shall be in the form certified or official checks, personal checks subject to collection, money orders, or, subject to Sponsor's prior written approval, wire transfers, and shall be made payable to, or endorsed by the Purchaser to, the order of D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP, as Escrow Agent.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which, as of March 28, 2019, was approximately 0.13% for deposits of less than $100,000.00 and approximately 0.23% for deposits of $100,000.00 or more. Interest shall begin to accrue as of the date the deposit of the Down Payment clears and is posted by the Bank to the Escrow Account. Absent Purchaser's default, all interest earned thereon shall be paid to or credited to the Purchaser at Closing. Prior to the release of the Deposits, no fees of any kind from the principal or any interest earned thereon may be deducted from the Escrow Account, and the Sponsor shall bear all administrative costs associated with the maintenance of the Escrow Account.

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

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

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

Under no circumstances shall Sponsor seek or accept release of the Deposits of a defaulting Purchaser until after Consummation of the Offering Plan. Consummation of the Offering Plan does not relieve the Sponsor of its obligations pursuant to GBL §§352-e(2-b) and 352-h. In the event Sponsor elects to abandon the Offering Plan prior to declaring it effective, see the section of the Plan titled "Effective Date of Plan" for a discussion of the return of all deposits.

The Escrow Agent shall release the Deposits if so directed:

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

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

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

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

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

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

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

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

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

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

A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

Sponsor shall obtain, or cause the Selling Agent under the Offering Plan to obtain, a completed and signed W-9 (Request for Taypayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), whichever may be applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement. Notwithstanding anything contained herein to the contrary, unless and until Purchaser has delivered to the Escrow Agent a completed and originally-executed Form W-9 or Form W-8BEN, whichever may be applicable, the Down Payment will be deposited in a non-interest-bearing escrow account at the Bank.

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

Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

As an alternative to depositing Down Payments in escrow as set forth above, Seller may post a bond or indemnity contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. The use of the foregoing alternative escrow will first be disclosed in an amendment to the Offering Plan and made subject to all applicable laws and regulations. See "Rights and Obligations of Sponsor" section of the Offering Plan for further information.

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

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

In the event of an uncured default by Purchaser in his obligations under the Purchase Agreement, no more than fifteen percent (15%) or, if applicable, fifty percent (50%) of the Total Purchase Price plus any interest earned thereon, may be retained as liquidated damages. Notwithstanding the above, the actual cost incurred by Seller for any special work in the Unit requested by Purchaser and agreed to by Sponsor, in its sole discretion may also be retained as liquidated damages. Seller agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing and/or the Consummation of the Plan.

The balance of the Total Purchase Price will not be payable until closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least thirty (30) days prior written notice of the closing date for his Unit, which notice will also remind him of his obligation to pay the balance of the purchase price at that time and will state when Common Charges will be due and payable.

17. **Equipment and Furnishings**. Seller will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the purchase price of the Unit.

18. **Acceptance of Condition of Unit; Risk of Loss**.

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

(ii) Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Seller or the Selling Agent. Purchaser shall have the right to enter and inspect such Unit prior to the closing of title, but shall be obligated to make an inspection appointment with Seller or the Selling Agent. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the closing of title thereto.

(iii) Purchaser represents to Seller that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date and subject to any other obligations of Seller under the terms of the Plan.

(iv) The risk of loss from fire or other casualty with respect to the Unit shall remain with Seller until the closing of title for the Unit. Seller at its sole discretion, reserves the right to either repair or restore such Unit whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the closing of title, then Purchaser shall bear the risk of loss or other casualty not otherwise covered by either Sponsor's insurance or the Board's insurance with respect to the Unit. Additionally, in the event that Purchaser, or one claiming by or through Purchaser enters into possession of the Unit prior to the closing of title, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Seller shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the closing of title should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR INSURANCE AGENT AS TO HIS OR HER INSURANCE NEEDS.

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

19. **Possession of Unit Prior to Closing**. It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and if the Seller so elects, the Seller may cancel this Agreement and the amount deposited hereunder shall belong to the Seller as liquidated damages deemed earned hereunder. It

is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the property before, on or after the closing of title herein.

20. **Limitation of Seller's Liability**. (i) The Seller's liability under this Purchase Agreement for failure to complete and/or deliver title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding or otherwise incur any expense to render the title to the Unit marketable or to cure any objection to title.

(ii) The Sponsor and/or Purchaser shall be excused from timely performing any obligation or undertaking provided for in this Purchase Agreement and/or under the Offering Plan, as amended, for so long as such performance is prevented, delayed or hindered by the following occurrences or similar or dissimilar occurrences which are not within the control of Sponsor: an act of God, weather, fire, flood, explosion, war, riot, sabotage, outbreaks, epidemics, pandemics, order(s) of public authority having jurisdiction implementing shelter-in-place rules, requirements and/or quarantine measures, 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, government prohibitions, governmental restrictions, governmental orders, governmental preemptions or governmental approvals, strike, lockout, action of labor unions or any other cause. Purchaser's and Sponsor's time to perform such delayed obligations or undertakings shall be tolled for the length of time during which such performance and/or obligation was excused in accordance with this sub-paragraph or as otherwise determined in a final decision or order issued by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order (collectively, the "Tolling Period").

Notwithstanding anything to the contrary contained herein, nothing herein shall be construed to limit any rights which Purchaser may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and/or the Offering Plan, (collectively, "Article 23-A") except as otherwise ordered by a court of competent jurisdiction or any governmental or quasi-governmental Department or agency or by an executive order. However, Purchaser agrees that should any right of rescission which accrues pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and/or the Offering Plan as a result of Sponsor's inability to timely consummate the Offering Plan pursuant to its terms during the Tolling Period, Sponsor shall not be obligated to offer such right of rescission until: (i) the Tolling Period has expired, and (ii) subsequent to that expiration of the Tolling Period, a period of time equal to the length of time of the Tolling Period (collectively the "Delay Period"). For the avoidance of doubt and as an example, if the Tolling Period is sixty (60) days, then the Delay Period shall be one hundred and twenty days (120) days and Purchaser's right to rescind the Purchase Agreement pursuant to Article 23-A shall not arise until the expiration of the Delay Period. However, if Sponsor is not able to consummate the Offering Plan pursuant to its terms within the Delay Period, Purchaser must be granted the right

of rescission in accordance with the terms of the Offering Plan and in the event that the Purchaser exercises such rescission right, the Sponsor must timely return the down payment as provided in the Offering Plan and this Purchase Agreement. However, if Sponsor, is able to consummate the Offering Plan pursuant to its terms prior to expiration of the Delay Period, Purchaser agrees to waive any rescission right and close title to the Unit in accordance with the terms of this Purchase Agreement even though the aforementioned rescission right may have accrued pursuant to Article 23-A.

21. **Definitions**. The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be deemed joint and several. The terms used herein shall have the same meanings as ascribed thereto in the Plan.

22. **Gender**. The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. **Other Agreements**. This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

24. **Amendment of Purchase Agreement**. This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. **Brokerage**. Purchaser represents and warrants to Seller that Douglas Elliman, LLC and _____, as the co-broker, are/is the only broker(s) or sales agents with whom Purchaser has dealt in connection with this transaction, hereinafter the "Broker". Seller agrees to pay the commission earned by the Broker pursuant to a separate agreement between Seller and the Broker. Purchaser agrees that should any claim be made against Seller or Broker, for commissions by any other broker or co-broker, other than the aforementioned Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Seller and Broker free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this paragraph 25 shall survive the closing of title.

26. **Governing Law**. This Purchase Agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York, notwithstanding the principals of Conflict of Laws.

27. **Jury Waiver**. Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. **Costs of Enforcing and Defending Agreement**. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending

Sponsor's rights under this Agreement, or in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing either Seller's rights or Purchaser's obligations hereunder, but only in the event the Sponsor prevails.

29. **Acceptance by Seller**. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Initial Down Payment to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Within thirty (30) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, together with the required Initial Down Payment, Seller will either:

(a) accept this Agreement and cause to be returned to Purchaser a fully executed counterpart thereof, or

(b) reject this Agreement offer and refund the Initial Down Payment tendered by Purchaser.

If Seller takes no action within said thirty (30) day period this Purchase Agreement shall be deemed null and void and Seller will return Purchaser's Down Payment within twenty (20) days.

Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

30. **Transfer Tax Returns**. At closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (TP-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and TP-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental officer.

31. **Foreign Investment in Real Property Tax Act**. Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after February 17, 2016, the Purchaser of such real property interest must deduct and withhold a tax equal to fifteen percent (15%) of the purchase price unless the Seller furnishes a certificate that it is not a foreign entity or individual. Seller, a New York

limited liability company, will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

32. **Custom Work**. Purchaser acknowledges and agrees that all custom work ordered by Purchaser and consented to by Seller in its sole and absolute discretion, is to be performed by Sponsor's contractors. The cost of such custom work will be in addition to the total purchase price for the Unit and will be at the sole cost and expense of Purchaser. The initial downpayment for the purchase of the Unit will be increased by the total cost of the custom work. Although initially deposited in escrow, upon the rescission of a Purchase Agreement by Purchaser, the funds deposited for the extra custom work will not be refunded to the Purchaser to the extent such funds have already been disbursed or are required to pay for the completed custom work.

33. **Damage to Public Improvements, Amenities and Common Elements**. Purchaser shall repair and/or restore to their original condition and standards any public improvement, amenity or Common Element on the Property damaged by Purchaser or Purchaser's agents, employees, contractors or licensees. Upon failure of Purchaser to complete such repair and/or restoration work within thirty (30) days after written notice from Seller, then and in that event, Seller may complete same at the expense of Purchaser who shall reimburse Seller for the cost thereof immediately upon demand. This paragraph shall survive delivery of the deed at Closing.

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

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

36. **Storage Room**. If applicable, the Purchaser will be assigned one or more Storage Rooms in the Building and at the Closing will be required to execute a Storage Room License governing the use of the Storage Room(s). A copy of the Storage Room License to be executed at Closing is attached hereto as Exhibit "B". The Storage Room License will only be assigned to the Purchaser simultaneously with the Purchaser acquiring the Unit. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of

Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. The Storage Rooms are located on the cellar floor of the Building and Sponsor cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such stored items.

Residential Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover. In addition, the assigned Storage Rooms may not be completed prior to the closing of title to any particular Residential Unit and the fact that a Storage Room may not be available for use at the time of the Closing will not constitute a basis for a Purchaser to fail to close title to a Residential Unit. However, that portion of the Total Purchase Price of the Unit allocated to the Storage Room will be held in escrow by Sponsor's attorneys until the date that the Storage Room is made available for Purchaser's use. Purchaser shall be responsible for the payment of any state and city transfer taxes due in connection with the licensing of the Storage Room. The provisions of this paragraph 36 shall survive the Closing.

37. **Purchaser's Representations**. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the downpayment represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the downpayment.

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

whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

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

The provisions of this paragraph 37 shall survive the Closing of title to the Unit or termination of this Agreement.

38. **Smoking Policy**. Purchaser hereby acknowledges and agrees to the Condominium's smoking policy, which is disclosed in the Offering Plan as follows: "No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units."

39. **Survival**. The closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom. All representations under the Offering Plan, all obligations pursuant to the GBL, and such additional obligations under the Offering Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

40. **Conflict with Plan**. Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

41. **Counterparts**. This Purchase Agreement and any Rider(s) attached thereto may be executed by facsimile and/or pdf signature and/or in any number of counterparts and each of such facsimile and/or pdf signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimiles and/or pdf signatures and/or counterparts shall together constitute but one and the same Purchase Agreement.

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

Dated: _____, New York
_____, 20__

_____L.S.

_____Purchaser

_____L.S.

_____Purchaser

Accepted:
Gramercy 128 West, LLC

By:_____
James Pantelidis, Managing Member

Dated:_____, 20__

Accepted:
ESCROW AGENT:
D'Agostino, Levine, Landesman, Lederman, Rivera & Sampson, LLP

By:_____
_____, Partner

Dated: _____, 20__

Exhibit A

WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY
AND CONSENT TO JURISDICTION

In consideration of Sponsor/Seller conveying title to Unit _____ of 128 West 23rd Street Condominium, a condominium located at 128-130 West 23rd Street, New York, New York 10011 and for other good and valuable consideration to Sponsor/Seller, the receipt and sufficiency of which is hereby acknowledged by Sponsor/Seller, Purchaser hereby agrees to the following:

1. Capitalized terms used and not otherwise defined in this Waiver shall have the respective meanings ascribed thereto in the Offering Plan, as amended from time to time.

2. Purchaser represents and warrants that the Purchase Agreement for Unit _____ and the sales transaction contemplated thereunder is a commercial rather than a public or governmental act, and that Purchaser is not entitled to claim immunity from legal proceedings with respect to Purchaser or any property of Purchaser on the grounds of sovereignty or otherwise under any law or in any jurisdiction where any action may be brought for enforcement of Purchaser's obligations thereunder.

3. To the extent that Purchaser has now or may hereafter acquire such, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and the Condominium Declaration and By-Laws, (i) immunity from the jurisdiction of any court (including but not limited to the courts of the United States or any State thereof) and (ii) immunity of Purchaser's revenues, assets or properties (whether commercial or non-commercial) (A) from execution upon, attachment in aid of execution upon, and attachment prior to a judgment of any such court, (B) from setoff, and (C) from any other legal action or proceeding taken to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws. In addition to the extent not prohibited by the laws of the United States or international law, Purchaser hereby irrevocably waives, in respect of Purchaser's obligations under the Purchase Agreement and/or the Condominium Declaration and By-Laws, "mission inviolability" as same has been interpreted under the Vienna Convention on Diplomatic Relations, 23 U.S.T. 3227.

4. Purchaser, Sponsor/Seller and the Board of Managers of the Condominium acknowledge and agree that all disputes arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws and all actions to enforce the Purchase Agreement and/or the Condominium Declaration and By-Laws may be dealt with and adjudicated in the courts of the United States of America or the State of New York, as Sponsor/Seller and/or the Board of Managers of the Condominium elect, and, by execution of the Purchase Agreement, Purchaser hereby expressly and irrevocably accepts for itself and, to the extent permitted by law, in respect of Purchaser's property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or in any action to enforce

the Purchase Agreement and/or the Condominium Declaration and By-Laws. So far as is permitted under applicable law, this consent to personal jurisdiction by Purchaser shall be self operative and no further instrument or action, other than service of process in one of the manners specified in this Waiver, or as otherwise permitted by law, shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

5. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by applicable law, Purchaser hereby irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise, (i) any objection which Purchaser may now or hereafter have to the laying of venue or any suit, action or proceeding relating, directly or indirectly, to the Purchase Agreement and/or the Condominium Declaration and By-Laws in the State of New York, (ii) any claim that the State of New York is not a convenient forum for any such suit, action or proceeding, and (iii) any claim that Purchaser is not personally subject to the jurisdiction of the above named courts. Provided that service of process is effected upon Purchaser in one of the manners specified in this Waiver or as otherwise permitted by law, Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court of competent jurisdiction shall be conclusive and binding upon Purchaser and may, to the fullest extent permitted by applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

6. In the case of the courts of the United States of America and the State of New York, Purchaser hereby designates, appoints and empowers the party described below ("Purchaser's Agent"):

_____

_____

_____

as its authorized agent to accept and acknowledge for and on Purchaser's behalf service of process in any legal action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws, but for no other purpose. Purchaser acknowledges that the provisions of this Section 6, and the provisions of Section 8, below constitute a "special arrangement for service" within the meaning of 28 USC §1608.

7. Purchaser shall have Purchaser's Agent execute all documents and affidavits reasonably necessary to insure that (i) the designation and appointment of Purchaser's Agent as such shall be irrevocable until one year after the date of the closing of title to the Unit, and (ii) Purchaser's Agent shall not cease to act as the agent for service unless and until, in either case, another agent for such purpose reasonably satisfactory to Sponsor/Seller and/or the Board of Managers of the Condominium shall have been irrevocably designated and

appointed and Purchaser shall have delivered to Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, evidence in writing of such other agent's acceptance of such appointment. Any attempt by Purchaser's Agent to cease to so act shall be ineffective and without force or effect unless the foregoing provisions of this Section 7 shall be complied with.

8. Purchaser hereby consents to process being served in any suit, action or proceeding of the nature referred to in the Purchase Agreement and/or the Condominium Declaration and By-Laws either by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested to (i) Purchaser at the address set forth in the Purchase Agreement, if mailed prior to the closing of title to the Unit, and thereafter at the Unit conveyed, and (ii) to Purchaser's Agent at the address set forth in Section 6 of this Waiver. Service shall be deemed completed ten (10) days after delivery thereof to such party served. Purchaser irrevocably waives, to the fullest extent permitted by law, all claim of error by reason of any such service and agrees that such service (i) shall be deemed in every respect effective service of process upon Purchaser in any such suit, action or proceeding, and (ii) shall to the fullest extent permitted by law, be taken and held to be valid personal service upon and personal, delivery to Purchaser. Copies of any process or other papers served on Purchaser's Agent shall be forwarded promptly to Purchaser but failure to do so shall have no effect on the effectiveness of such service on Purchaser's Agent. Purchaser undertakes to enter an unconditional appearance within thirty (30) days after the completion of such service.

9. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York in order to make effective (a) the appointment of Purchaser's Agent, (b) the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York, and (c) any other provisions of this Waiver.

10. Nothing in this Waiver shall affect the right of Sponsor/Seller and/or the Board of Managers of the Condominium to serve process in any other manner permitted by law or limit the right of Sponsor/Seller and/or the Board of Managers of the Condominium or any of its successors or assigns, to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

11. The provisions of this Waiver shall survive the closing of title to the Unit to Purchaser for the purpose of any suits, action or proceeding arising, directly or indirectly, out of or relating to the Purchase Agreement and/or the Condominium Declaration and By-Laws or any action to enforce the Purchase Agreement and/or Condominium Declaration and By-Laws.

Dated: _____, 20__

_____

, Purchaser

_____

, Purchaser

EXHIBIT B

STORAGE ROOM LICENSE

AGREEMENT MADE THIS _____ day of _____, 20__ (this "Agreement") by and between the Board of Managers of 128 West 23rd Street Condominium ("Licensor"), having an office at c/o Pan Brothers Associates, 14 West 23rd Street, New York, NY 10010 and _____, residing at 128-130 West 23rd Street, Unit ___, New York, New York 10011 (the "Licensee");

WHEREAS, pursuant to that certain Condominium Declaration, By-Laws and Rules and Regulations for the condominium known as 128 West 23rd Street Condominium (the "Condominium") dated _____, recorded on _____ as CRFN _____, as same may be amended from time to time, (collectively the "Declaration and By-Laws") for the property having the street address of 128-130 West 23rd Street, New York, New York 10011 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Declaration, Licensor is responsible for the administration of the Common Elements of the Condominium, including, without limitation the "Storage Rooms" as same are described and defined in the Declaration;

WHEREAS, Licensee, owns or simultaneously herewith, Licensee is acquiring a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Room identified as Storage Room #____ located on the cellar floor of the Building (the "Room") for so long as Licensee owns a Residential Unit in the Condominium.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00), the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its permitted successors and assigns and Licensee hereby accepts from Licensor, a license (the "License") to use the Room during the term hereof for storage of Licensee's personal property and the property of occupants of the Licensee's Residential Unit (the "Permitted Users") and for no other purpose. Licensee shall not store in the Room any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, materials or fluids (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items. Licensee shall not (a) interfere with other licensees of Licensor, (b) store any property in the Building outside of the Room, (c) allow any other person to use the Room except in accordance with the terms thereof, or (d) deface, damage or alter the Room, the Building or Licensor's equipment. Licensee shall keep the Room locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys, except for the duplicate key delivered to Licensor.

2a. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Room or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium and the Licensee with respect to this Agreement.

2b. The term of this License shall commence on date first set forth above (the "Commencement Date"), and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Residential Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Room, vacant and broom clean, in the condition as existed prior to the commencement of this Agreement normal wear and tear excepted. Any property not removed from the Room at the expiration or sooner termination of this Agreement shall be deemed abandoned and may, at Licensor's option, exercised in Licensor's sole and absolute discretion, be retained as Licensor's property or disposed of at Licensee's sole cost and expense and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

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

4. Neither Licensor nor its agents or employees shall be liable for any theft or damage to the property stored in the Room unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the storage area unattended and that Licensee stores property in the Room at Licensee's own risk, including, without limitation, the possibility that the Room may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the Licensor or its agents be deemed to act as Licensee's bailee.

5. Licensee represents that it has made a thorough inspection of the Room and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Room. Licensee shall repair all damage to the Building and the Room caused by moving of Licensee's property, furniture or equipment.

6. Licensor shall not provide any services to the Room, except the existing overhead lighting in the cellar floor room in which the Room is located. Licensee shall keep the Room clean. Licensee shall have access to the Room between the hours of 9:00 A.M. to 10:00 P.M. only, seven days a week, or as may otherwise be authorized from time-to-time by the Board of Managers of the Condominium in its sole and absolute discretion.

7. This Agreement may not be modified except by a writing signed by the party to be charged.

8. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Room until Licensee cures such default, or (ii) terminate this Agreement by the giving of three (3) days prior written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

9. Licensee shall, at all times, use the Room only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction thereover, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Room. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt for the Property. Licensee may permit use of the Room by others who are not Permitted Users only with the prior written consent of Licensor and, if applicable, Lender (as defined in paragraph 12 of this Agreement) with a security interest in the License.

10. Both Licensor and its' agents shall each have the right (but not the obligation) to open the Room in an emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Room or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof, except for gross negligence.

11. Notwithstanding anything to the contrary set forth herein, and subject to paragraph 2(b) of this Agreement, in the event Licensee desires to assign this Agreement, such assignment shall be subject to compliance by Licensee with the then requirements of Licensor to effectuate such assignment, including, without limitation, the obligation to enter into a new license agreement with the assignee. Licensee may permit use of the Room by others than the Permitted Users only with the consent of Licensor.

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

13. All capitalized terms used in this Agreement and not defined herein shall have the same means ascribed to them in the Declaration and By-Laws.

14. This Agreement shall inure to the benefit of and be binding upon Licensor's successors and assigns and the heirs, executors, permitted successors and assigns of the Licensee.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. Either party shall execute, acknowledge or deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

18. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and the Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

19. On the first day of the thirteenth ($13^{th)}$ month after the Commencement Date, the Licensor has reserved the right to charge Purchaser/Licensee a monthly license fee (the "License Fee") which shall be due and payable by Licensee on the first (1st) day of each month during the Term of this Agreement. The License Fee shall be deemed an assessment by the Board of Managers, as Licensor, and failure to pay same shall entitle the Board of Managers to the same rights and remedies as the Board of Managers, as Licensor, then has under the Declaration and By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $50.00 per month, commencing on the first day of the thirteenth (13th) month following the Commencement Date and will continue for the following twelve (12) consecutive months. Thereafter the Board of Managers, as Licensor, may increase the License Fee on each anniversary date of the Commencement Date, in its sole discretion, but based upon the cost of maintenance and operation of all of the Storage Rooms.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

Board of Managers of
128 West 23rd Street Condominium

By:_____
Title:

LICENSEE:

_____

_____

Attached Storage Room Floor Plan

Storage Room #____

INSERT STORAGE ROOM PLAN

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 128-130 West 23rd Street, New York, New York 10011, in the Condominium known as 128 West 23rd Street Condominium consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 128 West 23rd Street Condominium jointly, true and lawful attorneys-in fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint Gramercy 128 West, LLC (hereinafter collectively the "Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 17 and 18 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory

jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its designee or the Commercial Unit Owner, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint Gramercy 128 West, LLC as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

FORM OF UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between Gramercy 128 West, LLC, having offices at c/o Pan Brothers Associates, 14 West 23rd Street, New York, New York 10010, hereinafter collectively the "Grantor", and _____ _____, the "Grantee," residing at _____ _____.

WITNESSETH:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Unit known as Unit No. _____ in the Building known as 128 West 23rd Street Condominium, located at 128-130 West 23rd Street, in the Borough of the Manhattan, New York County, City and State of New York and also designated and described as Unit No. _____ in the Declaration establishing 128 West 23rd Street Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 20__, and recorded in the New York County Office of the Register of the City of New York, on the _____ day of _____, 20__, in CRFN _____ (hereinafter called the "Declaration"), which Unit is also designated as Block No. 798, Tax Lot No. _____ on the Floor Plans and Site Plan (the "Floor Plans") of the Building, certified by Daniel Bernstein, principal of Kutnicki Bernstein Architects, which Floor Plans are filed in the Real Property Assessment Department of the City of New York on the _____ day of _____, 20__, as Condominium Plan No. _____ and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, New York County, as Condominium Plan No. ____, Map No. ____ (hereinafter called the "Unit"). The land area of the Property is described as follows:

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of West 23rd Street, distant 275 feet Westerly from the corner formed by the intersection of the Westerly side of Avenue of the Americas, with the Southerly side of West 23rd Street;

RUNNING THENCE Westerly along the Southerly side of West 23rd Street, 50 feet to a point;

RUNNING THENCE Southerly parallel with the Westerly side of Avenue of the Americas, part of the distance through a party wall, 98 feet 9 inches to the center line of the block;

RUNNING THENCE Easterly along to the center line of the block and parallel with West 22nd Street, 50 feet to a point;

RUNNING THENCE Northerly parallel with the Westerly side of Avenue of the Americas, 98 feet 9 inches to the point or place of the BEGINNING.

Being the same premises conveyed to Gramercy 128 West, LLC, the party of the first part herein, from 128 West 23rd Street LLC, by deed dated September 16, 2014, recorded September 26, 2014 in CRFN 2014000319468 and from 130 West 23rd Street LLC, by deed dated October 11, 2017, recorded October 26, 2017 in CRFN 2017000395166.

SAID PREMISES to be known as and by the street numbers 128-130 West 23rd Street, New York, NY 10011.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets, roads and avenues abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in said premises;

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements");

TOGETHER with an easement for the continuance of all encroachments by the Unit on any adjoining Units or Common Elements now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of the construction or rehabilitation of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so

long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

TOGETHER with and SUBJECT TO EASEMENTS, rights of way, restrictions and encumbrances created by the Declaration for 128 West 23rd Street Condominium recorded in the New York County Office of the Register of the City of New York on the _____ day of _____, 20__ as CRFN _____.

SUBJECT to the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the New York County Office of the Register of the City of New York, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length herein;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid; this deed was authorized at a duly called meeting of the members of Grantor;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

The Unit is intended to, and, subject to and by the terms of the Declaration, is to be used as a (Residential) (Commercial) Unit.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of clause 18 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

The Grantee accepts and ratified the provisions of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the

Declaration and agrees to comply with all the terms and provisions thereof, as the same may be amended from time to time by instruments recorded in the office of the New York City Register, New York County.

This conveyance has been made with the consent of all the members of the party of the first part entitled to vote thereon at a meeting duly called.

IN WITNESS WHEREOF, the Grantor has duly executed this deed the day and year first above written.

Grantor:

Gramercy 128 West, LLC

By:_____
James Pantelidis, Managing Member

_____
Grantee:

_____
Grantee:

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

128-130 West 23rd Street
New York, NY 10011

Architect's Report prepared by Kutnicki Bernstein Architects PLLC Dated July 6, 2020

(a) *Location and use of property*.

(1) Address: 128-130 West 23rd Street

New York, NY 10011

(2) Block and lot number; Block 728; Lot 59 (formerly Lots 59 and 60)

(3) Zoning; C6-3X/R9X

Quality Housing The project utilizes and complies with the following Quality Housing requirements:

28-12 Refuse and Storage Disposal - COMPLIES

A refuse room of not less than 12 SF shall be provided on each story that has entrances to dwelling unit. The allocated 12SF shall be excluded from the definition of floor area per story. 36 SF refuse rooms provided on each of the 13 residential stories

28-21 Required Recreation Space - COMPLIES

R9X requires 2.80% of total SF of 40,454 SF be allocated for recreation space, 1,133SF is required for QH compliance. All allocated recreation spaces meet the minimum dimensions and SF requirements with requirements. Indoor recreation rooms meet the window all requirements. Recreation space as provided is as follows:

Total Required 2.80% x 40,454 SF = 1,133 SF Minimum

Provided 403 SF Second Floor Gym and Lounge

1,107 SF Second Floor Terrace

225 SF Roof Terrace

1,735 SF TOTAL > 1,133 SF Minimum

28-31 Density per Corridor - COMPLIES

50% of the SF of a corridor serving dwelling units may be excluded from the definition of floor area if the number of units served by the corridor does not exceed the prescribed amount. R9X allows 8 units, 3 units per corridor are provided.

(4) Permissible use[s]
Use Group 2-Residential uses, residences of all kinds, including apartment hotels and affordable independent residences for seniors

Use group 6-Consists primarily of retail stores and personal service establishments, including restaurant use, which:

a. Provide for a wide variety of local consumer needs; and

b. Have a small service area and are, therefore, distributed widely throughout the city

The proposed uses for the building comply with the legally permissible zoning and use requirements.

(b) *Status of construction*. State:

(1) Year built; New Construction, Construction Commenced December 2018; completion is anticipated in November 2020.

(2) Class of construction; Per 2014 NYC Building Code Chapter 6, type of construction to be IB-Fire

Resistive-Non Combustible, project complies with tables 601 and 602--1Hr. Exterior Walls, 2 Hr. Structural Frame, 2 HR. Floor construction, 1 Hr. Ceiling/Roof Assembly

(3) Certificate of Occupancy, Temporary certificate of occupancy to be acquired prior to units closing

(4) Alteration permit numbers and description of work done. New Building Permit: 122971043 issued on December 20, 2018

Construction of new 15 story, cellar, and roof level residential condominium building containing 30 residential units and Retail Unit at ground level and cellar. The Building will be poured in place concrete construction. The South and West Exterior Façades will consist of Exterior Insulation Façade System (EIFS), the East façade will consist of EIFS and where directly adjacent to neighboring building it will consist of 8" CMU and unfinished rigid insulation, and the North façade will consist of a Terra Cotta and Aluminum rain screen system.

PAA Building Permit: 122971043

Filed: 05/03/2019

Job Status: Approved

Status Date: 05/08/2019

PAA filed to show revised layout. PW1 and ZD1 updated to match.

Upon substantial completion, Gramercy 128 West, LLC, the current owner and sponsor of the project ("Sponsor") intends to submit the premises, including the Building to be constructed thereon, to condominium ownership. The premises will be known as 128 West 23rd Street Condominium (the "Condominium")

(c) *Site*. Discuss:

(1) Size; Lot Area: approximately 4,937 SF Lot Dimensions: 98’-9” x 50’-0”

(2) Number of buildings and use; 1 Mixed-Use residential and retail Building to be located on the site

(3) Streets owned or maintained by the project: There are no streets owned or maintained by the project.

(4) Drives, sidewalks and ramps;

(i) Paving (material and condition);

The street in front of the building is asphalt on grade and complying with all NYC DOT requirements, maintained by NYC DOT, paving to be replaced to half the width of the street plus 5’ as per DOT requirements. Sidewalks to be fully replaced and reconstructed of 4” thick concrete as per DOT standard details.

(ii) Curbing (material and condition);

Existing steel faced concrete curb to be replaced upon completion of project, maintained by the Condominium and in conformity with all applicable codes.

(iii) Catch basins, drainage (location and condition);

There are no catch basins on West 23rd St fronting the Condominium

(iv) Street lighting (material, type, location and condition);

Street lighting, provided and maintained by NYC DOT, located on West 23rd Street.

(v) All items to be installed per NYC DOT and DOB standards and FDNY standards as required

(d) *Utilities*. Identify source or provider of each utility. Specifically identify which are public utilities or regulated companies and which are solely the obligation of the board of managers of the condominium. Indicate whether water, sewer (or septic tank), gas, electric and telephone are metered individually, collectively or by any other method of billing.

(1) Electricity: Consolidated Edison Company, a regulated utility company, will provide electricity to the Building. All residential units and the Retail Unit will be separately metered and the unit owner will pay the cost of the electricity consumed in their unit directly to Con Edison. The cost of electricity used in the General Common Elements will be borne by the Residential Unit Owners as a Residential Common Expense.

(2) Gas: Consolidated Edison Company, a regulated utility company, will provide gas to the building for heating, cooking, and domestic hot water uses. The building will have 2 gas meters. One meter for hot water and corridor heating and one meter for cooking. All unit owners will pay their pro rata share as a Common Expense for heating and domestic hot water. The Residential Unit Owners will pay their pro rata share of the cost of cooking gas as a Residential Common Expense.

(3) Water and Sewer: The City of New York will provide Water and Sewer services to the building. Water and sewer charges will be by common meter, and will be borne by the Unit Owners as a Common Expense.

(4) Telephone: Telephone service will be available for all units, Each Unit Owner will be required to pay charges directly to the telephone company providing such service. The telephone charges with respect to the public areas of the building (such as the Concierge's Desk, the Superintendent's Office, etc.) will be borne by the

Unit Owners as a Common Expense. In each unit, telephone outlets will be provided in kitchens, or as indicated on the drawings.

(5) Cable Television: Cable Television service will be available for all units. All charges for cable television service (including subscription charges) will be paid by each Unit Owner, directly to the cable TV company. In each unit, a cable TV outlet will be provided in living room and each bedroom or as indicated on the drawings.

(6) Data Transmission: Internet service will be available for all units. All charges for internet service (including subscription charges) will be paid by each Unit Owner, who subscribes directly to the provider. Each unit is provided with internet cable outlets near their main entry. The data charges with respect to the public areas of the building (such as the Concierge's Desk, the Superintendent's Office, etc.) will be borne by the Unit Owners as a Common Expense

(e) *Sub-soil conditions*. Describe (including water conditions):

(1) Whether uneven foundation movement or settling has occurred (cracking, mortar joint decay, etc.); The test borings were performed by Aquifer Drilling and Testing Inc. of Mineola, New York using an Acker Electric Restricted Access Drill rig and a portable electric drill rig. The boreholes were advanced using mud rotary drilling techniques with a 2-7/8 or 3-7/8 inch diameter tri-cone roller bit and 4-inch diameter flush joint casing.

Three test borings were performed to depths of 28 to 42 feet below the sidewalk and existing first floor level. The subsurface conditions above the bedrock generally consist of approximately 5 to 10 feet of loose to dense sandy fill (Stratum 1) and medium dense to very dense sand with varying amounts of silt and gravel (Stratum 2). Medium hard to hard schist rock (Stratum 3) was

encountered from approximately 22 to 31 feet below the sidewalk and first floor of the existing building. The top of bedrock elevation ranges from approximately +0.5 to +7.5 feet. Foundation to bear on stratum 2 and have an allowable bearing capacity of 3 tsf.

(2) Whether there is any evidence of moisture or seepage or ground water infiltration and, if so, whether corrective action is needed; Groundwater depth as measured was approximately 14 to 15 feet below the sidewalk, which corresponds to approximately el. +17.5 and +16.5 feet, proposed cellar level to be at +22.16, approx. 4'-6" above groundwater. Proposed foundation to be above groundwater elevation, but all foundation work, cellar slab, and below grade walls to be damproofed to mitigate potential water damage.

(3) Whether there is any danger from flooding, either due to water table in area or overflow from other bodies of water. Note potential for mudslides or erosion and what preventative action is appropriate. Flooding: The lot is not mapped in a FEMA Flood Map area and no danger from over flow from other bodies of water.

(4) No land subsidence, expansive soils, hazardous materials, and/or environmental restrictions are present on the property.

(f) *Landscaping and enclosures*. Describe:

(1) Grass cover (type, location); None

(2) Plantings (type, location); assorted plantings in planters to be located at 2nd floor terrace and main roof terrace

(3) Trees (location); One existing street tree on site to remain and shall be protected to NYC parks dept standards during construction. Additional required street tree to be paid into tree fund

(4) Fencing (type, location); Metal fencing to be located at 2nd floor terrace around all mechanical equipment; metal fencing to be located at the main roof level around all mechanical equipment and separating public terrace from PH unit terrace

(5) Gates (type, location); Gates to be provided at mechanical enclosures for maintenance access

(6) Garden walls (type, location); None

(7) Retaining walls (type, location); None

(8) Display pools and fountains (location, materials). None

(g) *Building size*. Specify:

(1) Total height (approximate total feet from ground level to highest part of roof); 166'-5"

(2) Crawl spaces (floor to ceiling, height); None

(3) Number of sub-cellars and cellars; One (cellar)

(4) Number of floors (actual including penthouses); 16

Structural Floor No.	**Marketing Floor No.**
Cellar, 1-12	Cellar, 1-12
13	14

14	15
15	PH
Roof	Roof

(5) Equipment rooms (location and use); Cellar equipment rooms include: electrical room, water sprinkler and fire pump room, Automatic Transfer Switch (ATS) room, Telecom and Auxiliary radio communication (ARC) system room, gas room, , Roof equipment rooms include: elevator machine room for two (2) passenger elevators, hot water tank room, ATS system room.

(6) Parapet (height above roof) 3'-6"

(h) *Structural system*. Describe materials used, include type of foundation(s) and method of installation. Specify: The basic building structural system, was constructed using cast in place reinforced concrete flat plate slab. The typical floor slab is eight inches thick, the concrete slab acts as sound insulation between floors, providing a sound transmission class of 58 and impact insulation class of 38, adhesive underlayment to be provided to obtain minimum IIC of 70. The slabs are supported by concrete columns and shear walls. The concrete shear walls around the elevator and stair core are 11"-12" thick. Additionally 1'-0" shear walls were provided at the east and west end of the building, the western shear wall terminates at the roof, eastern shear wall terminates at the stair bulkhead, and all other shear walls terminate at the elevator bulkhead. Shear walls are designed to provide rigidity to the building to resist wind and earthquake forces are prescribed by the NYC Building Code.

The building has one below grade level. Columns are supported on spread footings. The cellar floor consists of a 5" slab on grade and 36" mat slab in certain locations.

No underpinning was required

No sub-grade drainage system provided or required

Waterproofing:

Grace Preprufe 160R plus 2" of rigid foundation insulation provided on all foundation walls

(1) Exterior of buildings:

(i) Walls: North façade: to be Terracotta rainscreen system which consists of: 1 layer type X gypsum board, 6” mtl studs, 1 layer densglass sheathing, waterproofing membrane, thermally broken clip system, 3” mineral wool insulation (R12.9), terracotta unit tiles, full wall construction to achieve 1hr fire rating. West façade:Where directly adjacent to the neighboring property wall construction consists of either 12” concrete shearwall or 8” CMU solid filled, waterproofing membrane and 1 ½” XPS rigid insulation (R7.5) which achieves a 2hr fire rating, above the adjacent building wall construction changes to EIFS on either 12” concrete shearwall or stud wall construction: 1 layer type X gypsum board, 6” mtl stud, 1 layer densglass sheathing, waterproofing membrane, 2 ½” XPS rigid insulation (R12.5) with barrier type cover coat which achieves a 1hr fire rating at the stud wall construction and a 2hr fire rating at the shearwall.. South façade: to be Exterior Insulation Finish System (EIFS) on stud wall construction, 1 layer type x gypsum board, 6” mtl studs, 1 layer densglass sheathing, waterproofing membrane, 2 ½” XPS rigid insulation (R12.5) and a barrier type cover coat which achieves a 1hr fire rating. East façade: majority of this façade is directly adjacent to the neighboring building, here directly adjacent to the neighboring property wall construction consists of either 12” concrete shearwall or 8” CMU solid filled, waterproofing membrane and 1 ½” XPS rigid insulation (R7.5) which achieves a 2hr fire rating, above the adjacent building wall construction changes to EIFS stud wall construction: 1 layer type X gypsum board, 6” mtl stud, 1 layer densglass sheathing, waterproofing

membrane, 2 ½" XPS rigid insulation (R12.5) with barrier type cover coat which achieves a 1hr fire rating.. All facades to be inspected and comply with 5 year inspection cycles as per NYC DOB Façade Inspection and Safety Program ("FISP") Local law 11/98 FISP requirements should be a special risk of the offering plan.

(ii) Windows: Manufacturer: Ovvio Architectural, window construction and storefront systems to be thermally broken aluminum, glazing unit to be double glazed argon filled, all sills to be painted aluminum. No window screens to be provided, all operable windows to have 4" limitor per code, have ADA compliant hardware, and will be caulked with elastomeric joint sealant. Window warranties to be provided by contractor, warranty period to be no less than 5 years.

(iii) Lot line windows exist on West façade, these windows to be covered over if required at future date. Lot line windows should be further discussed as a special risk of the offering plan. Windows to be manufactured same as above.

Floor	**Unit**	**Room**
6th-11th	A	M Bdrm
	B	Kitchen/Living Rm
12th	B	M Bdrm
		Kitchen/Living Rm
14th	B	M Bdrm
		Kitchen/Living Rm
15th	B	M Bdrm

		Kitchen/Living Rm
16th	PH	M Bdrm
		Living Room

All openings comply with size limitations for sprinklered openings per NYC BC table 705.8, compliance is shown on filed DOB approved drawing Z-101.02.

(iv) Landmark status: Building is not a Landmark and is not located in a Landmark district

(2) Parapets and copings: Parapets are constructed of 8" CMU blocks, solid filled secured to concrete slab with reinforcement grouted into CMU with aluminum coping. Terrace side of parapet to have stucco coat, at South, East, and West facades exterior side of parapet to be EIFS as described in section H.1.i, North façade exterior of parapets to be terracotta construction as described in section H.1.i

(3) Chimneys and caps: None at this time

(4) Balconies and terraces. Describe:

(i) Deck finish (material); Balconies will be sealed with a traffic barrier coating; terraces at 2nd floor and main roof to be inverted roof membrane assembly: waterproofing membrane adhered to structural deck, 6" rigid insulation (R30), and 2" concrete pavers on adjustable pedestals

(ii) Balustrade (type, material); None

(iii) Railings (material); Clear, laminated tempered glass panels supported by an aluminum base. Glass railing to be installed at all balconies located on south Façade. The railing design does not create

a ladder effect. All terraces to have 3'-6" CMU block parapets •

(iv) Copings (material); Aluminum coping to be installed

(v) Soffits (material); Soffits at second floor to be metal panel

(vi) Doors to balconies and terraces (type, material). Terrace door manufacturer Ovvio Architectural, to be thermally broken aluminum with identical shading coefficient and U values as window construction.

(5) Exterior entrances. Describe:

(i) Exterior doors and frames (material, type, lock); Manufactured by Ovvio Architectural. •

Exterior Entrance doors to be thermally broken aluminum construction with insulated glazing unit, units to be supplied with electric lock strike and FOB for entrance.

(ii) Vestibule doors and frames (material, type, lock); thermally broken aluminum door will be provided by Ovvio Architectural. Locking mechanism for the doors will be an electric strike interconnected to the access control system.

(iii) Exterior stairs (material, location); N/A

(iv) Railings (material, location); N/A

(v) Mail boxes (type, location); Academy Mailbox or approved equal complying with current USPS requirements and all governmental agencies have jurisdiction over them. They are located in the building lobby.

(vi) Lighting (type, location). Lighting to be installed at building entry and all terraces and balconies per all city code requirements

(6) Service entrances. Describe: No service entries provided. The egress door adjacent to main residential entrance is not a service door and provides no access to commercial space or any other loading capacities and is only for egress

(i) Doors and frames;

(ii) Gates (material, type, lock);

(iii) Exterior stairs (material, location);

(iv) Railings (materials, location). N/A

(7) Roof and roof structures. Describe:

(i) Type roofs for all areas:

(a) Material; Roof is designed as an inverted roof membrane assembly (IRMA) system by Kemper or approved equal with pavers and pedestals. This system to include Kempertec Primer, Kemperol membrane, 6” insulation (R30) & Fabric and Paver Pedestal System at top finish layer. All terraces (at 2nd floor, 12th floor, and roof level) to be pavers as described. All materials to be installed per manufacturer’s details and requirements to obtain maximum warranty.

(b) Insulation (size, type and insulating value if available); 6” Rigid XPS insulation with an R 30 insulation

(c) Surface finish; 2’x 2’ x 2” Hanover or approved equal concrete pavers

(d) Bond or guarantee; Manufacturer's warranty, 20 year no dollar limit from date of substantial completion

(e) Flashing materials including counter flashing. Aluminum coping and counter flashing system by Carlisle or approved equal

(ii) Drains:

(a) Location, material and type; Drains are located on roof and terraces. Drains are service weight cast iron and are terrace drain type. All terraces and roofs to be provided with secondary overflow drain, all terraces to drain to primary drainage system.

(b) Gutters and leaders (type, material). Aluminum Gutters and leaders are located at bulkheads and east adjacent building. Gutter provided above adjacent property drains to primary drainage system of sponsor property

(iii) Skylights (location, type, material). N/A

(iv) Bulkheads:

(a) Stairs (material);

Bulkhead stair enclosure consists of 12" concrete with exterior EIFS enclosure as described in section H.1.i, enclosure provides an R value of 12.5 and fire rating of 2hrs.

(b) Elevator (material);

Bulkhead elevator enclosure consists of 11"-12" concrete with exterior EIFS enclosure as described in section H.1.i, enclosure provides an R value of 12.5 and fire rating of 2hrs.

(c) Other.

(v) Metal work at roof levels:

(a) Exterior, metal stairs (material); None

(b) Vertical ladders, including gooseneck (material); Vertical ladder with safety cage accessing stair and elevator bulkhead to be aluminum powder coated.

(c) Railings (material); CMU parapet at all roof levels and steel pipe rail at stair and elevator bulkhead

(d) Hatches to roof (type, material); None

(e) Other. Steel access platform to be provided at stair bulkhead for access around RTU, 3-6" railing to be provided at platform

(vi) Rooftop facilities. A portion of the main rooftop is accessible to all unit owners as a common recreation terrace. Additional mechanical units and metal platform at stair bulkhead level. A portion of the roof shall be fenced off from the common public terrace for sole use of PH unit, accessible by stair within the unit.

(8) Fire escapes. Describe at each floor and specify any unusual access situations: None

(i) Location (describe how attached and supported); N/A

(ii) Floors covered; N/A

(iii) Drop ladder; N/A

(iv) Type; N/A

(v) Materials. N/A

(9) Yard and courts. Describe each yard or court including front, rear and interior areas, listing methods of access: None

(i) Paving (material); N/A

(ii) Drainage (type and material); N/A

(iii) Railings (material); N/A

(iv) Stairs (material); N/A

(v) Fencing (type and material); N/A

(vi) Walls (type and material). N/A

(10) Interior stairs. Describe:

(i) Number of stairs of each type; Two concrete egress scissor stairs servicing the building from the cellar level to the roof level. Additional concrete stairs at cellar to 1st floor servicing the retail tenant and the PH level to roof accessible only to PH tenant.

(ii) Enclosure (construction and interior finishes); The egress stairs will be enclosed in a 2 hour fire rated concrete shearwall, 8" CMU (solid filled) or impact resistant, Type X gypsum wall board (GWB), stair at cellar to first floor to not be provided with an enclosure, PH stair to be open to unit, enclosure provided at roof level to be constructed of concrete and EIFS at West side and stud wall and EIFS construction at all other facades.

(iii) Stair construction (steel, concrete, wood); All stairs (egress, retail stair at cellar to first floor, and PH stair) will be poured in place concrete and comply with the NYC Building Code

(iv) Stringers (material); N/A

(v) Treads (material); Concrete

(vi) Risers (material); Concrete

(vii) Guard rails (material); All egress stairs to have metal hand pipe rail to comply with NYC BC

(viii) Balustrade (material). Aluminum balustrade as required

(11) Interior doors and frames. Describe material, type and location for each, and state whether fireproof or exceeds fire/safety standards:

(i) Unit entrance and interior doors and frames; The apartment entrance shall be 1 ½ hour fire rated hollow metal frame with solid core self-closing doors and meet the New York City Building Code Requirements. The apartment interior doors shall be flush solid core doors with wood frames.

(ii) Corridor doors and frames; All doors shall be 1 1/2 hour fire rated hollow metal doors with hollow metal frames and will meet New York City Code Requirements

(iii) Stair hall doors and frames; All doors and frames shall be 1 1/2 hour fire rated hollow metal and will meet the New York City Code Requirements.

(iv) Roof doors, cellar doors and frames. These doors and frames shall be 1 1/2 hour fire rated hollow metal and will meet the New York City Code Requirements.

(12) Elevators. Describe:

(i) Number of passenger and service elevators; There are 2 common passenger elevators for residential use

(ii) Manufacturer, age of each and capacity (in pounds and number of passengers); KONE

to be elevator manufacturer. Residential elevator car #1 will have 3,500 LBS capacity and elevator car #2 will have 2,500 LBS capacity. Elevator car #1 capacity is 23 persons and Elevator car #2 capacity is 16 people.

(iii) Type of operation for each elevator by elevator number or location in building (for large numbers of elevators describe by class-passenger/ freight); Residential elevators will be electric traction elevators

(iv) Automatic (type of controls); Elevator operation is automatic with key pad control to all floors

(v) Floors served; Residential elevators stop at Cellar, 1st through 16th (PH) designated floor & roof

(vi) Type (hydraulic; gearless); There shall be two (2) geared electric traction elevators

(vii) Doors (sliding, swinging, manual, automatic) Automatic sliding doors

(viii) Location of machine rooms; Residential elevator machine room located on main roof; .

(ix) DC motor (manufacturer); N/A

(x) AC motor-generator set (manufacturer); Kone Monospace, Pulse width modulated AC Drive

(xi) Other

(13) Elevator cabs. Describe:

(i) Kind (manufacturer); Residential Elevators to be KONE Monospace 700.

(ii) Floor (material); Passenger elevator finish floor to be porcelain tile.

(iii) Walls (material); Passenger elevator walls finish to be brushed stainless steel and laminate.

(iv) Ceiling (material); Passenger elevator ceiling to be finished with brushed stainless steel

(v) Lighting; all elevators to have 6 LED round spotlights per Kone CL88 design

(vi) Alarm, safety system. All cabs will have the following features: Emergency access panel; Braille plate; emergency/light and floor call button. The elevators will also be equipped with a system for voice contact with monitoring system. Emergency recall button for passenger elevators will be located at the Lobby Elevator door.

(i) *Auxiliary facilities*:

(1) Laundry rooms. Describe: Each unit to be supplied with closet with washer/dryer hook-ups.

(i) Location and number of rooms; One closet per unit

(ii) Clothes washers, number and type (e.g. heavy duty, coin operated, electric, gas); 1 electric washer supplied per unit, Miele WWH860WCS

(iii) Clothes dryers (number and type); 1 electric dryer supplied per unit, Miele TWI180WP

(iv) Room ventilation (method and final exhaust); closet ventilation to be provided by undercutting closet door

(v) Dryer ventilation (method and final exhaust). Dryer exhaust to be handled through apt unit’s general exhaust, PH unit dryer to be direct vented to roof

(2) Refuse disposal. Describe, including:

(i) Incinerator(s) (number, location, capacity, type, manufacturer); None

(ii) Compactor(s) (number, location, capacity, type, manufacturer); one (1) Durapak 500-HD compactor with capacity for 77 cu yds per hour or approved equal, located in cellar

(iii) Approvals by authority having jurisdiction (date of each approval needed); NYC Sanitation dept approval to be provided upon completion of project, Q4 2020

(iv) Initial storage location (ultimate storage location); Refuse room with chute access and recyclables storage at each floor, building storage location in cellar compactor room

(v) Pick-up schedule, and whether public or private provider. Pick-up per DSNY schedule, every MWF

(3) Storage facilities; two storage rooms to be provided for use of tenants, one room to be provided as general storage access limited by electric FOB system, 30 individual storage lockers to be provided for tenant use: 7 4'x5' units and 23 3'x4' units, one room to be provided specifically for bicycle storage access limited by electric FOB system, Dero super saver vertical bicycle racks to be provided. Bicycle storage spaces will be allocated by the Board of Managers of the Condominium in its sole discretion.

(4) Mail/Package: One package storage room provided on 1st floor accessible by electric FOB system, ADA compliant mailboxes provided in lobby at first floor

(j) *Plumbing and drainage*.

(1) Water supply. Describe system, pumps, storage and location. All plumbing is to be new. Interior

domestic water piping shall be type “L” copper piping at varying sizes with wrought copper fittings. In Lieu of soldered joints, permanent push to connect fitting are used. Domestic hot, cold and hot water return piping will be insulated with a minimum of 1” pipe insulation.

The building will be supplied with (2) two separate water services. A 3” dedicated domestic water service and a 6” dedicated fire water service. Each of the services will be supplied from the New York City water main located in West 23rd Street. Domestic water pressure to the building is maintained through the use of a duplex booster pump system Wilo Co Helix model V80-06 VCE. Each pump is rated at 117 GPM @ 208 TDH. The fire service pressure is maintained through the use of a 500 GPM fire pump Patterson model 5x3 VIP @125psi. The main shutoff valves for both services are located in the water sprinkler room located in the cellar. The Retail unit uses same system.

(2) Fire protection system. Describe:

(i) Standpipes (material, size, location); The building is protected with a dedicated 6” combination sprinkler/class I standpipe riser in stair A with sprinkler floor control valves and 2-1/2” angle hose valves at every floor landing. A locked standpipe storage cabinet is provided on the main entrance floor and additional on the 10th floor

(ii) Hose racks, hoses and nozzles (location); Hose racks located in first floor residential lobby and in 10th floor stairwell

(iii) Sprinkler heads (type system, location); heat activated automatic sprinkler system with concealed heads provided at all floors within all units and corridors

(iv) Siamese connection (type, location). A fire department Siamese connection with type

two-way clapper inlet is located on the building façade on West 23rd Street This covers the retail unit as well.

(3) Water storage tank(s) and enclosures. Describe: Not applicable as there are none installed on this project

(i) Number, type, location of each; N/A

(ii) Material (interior, exterior and roof of tank); N/A

(iii) Access to tank (e.g. vertical gooseneck ladder); N/A

(iv) Capacity (total gallons); N/A

(v) Capacity (fire reserve). N/A

(4) Water pressure and how maintained. [See (j)1 above] Booster pump: EFF 62.72%, 2-year warranty from installation. Fire Pump: EFF 82%, 1-year warranty from installation.

(5) Sanitary sewage system. Describe, including: An 8" combined sanitary/storm lateral shall be connected to the public sewer located in W 23rd St.

(i) Sewage piping (materials); All sanitary & storm system piping shall be schedule 40 cast iron hubless pipe.

(ii) Sewage pumps (if any); A duplex sewage ejector (Weil 1.5 HP Series300) Duplex pumps 50 GPM ea. @ 30 feet total head is provided for all plumbing fixtures and floor drains installed below grade. EFF 75% @ 50GPM/30' head, 16-month warranty from date of shipment.

(iii) Sewage disposal (public/private; treatment; drainfield; sewer). All plumbing fixtures above grade shall discharge via gravity.

(6) Permit(s) required. List and include date(s) obtained.

(i) #140809221-Sprinkler and standpipe work in conjunction with NB application, obtained: 02/20/2019

(ii) #122971043-Plumbing-NB, Mechanical and plumbing work in conjunction with initial NB filing as shown on plans, obtained: 02/05/2019

(7) Storm drainage system. Describe system, adequacy, method of disposal and materials including:

(i) Catch basins (location); No catch basins on site

(ii) Water detention tank located in cellar, tank is constructed of concrete walls and floor to be covered in waterproof membrane, access to tank provided through access hatch on 1st floor. Capacity is approx. 368 cu ft.

(iii) Yard and roof drains (location); roof drains with associated overflow drains to be provided on 2nd floor rear terrace and main roof terrace

(iv) Piping (materials); All storm system piping shall be standard weight cast iron hubless pipe, 8”

(v) Eject or sump pumps (describe in detail and describe conditions requiring pumps). N/A

(k) *Heating*. Describe (including space heating and domestic hot water heating):

Heating and distribution of domestic hot water and whether capable of providing peak required services. Describe heating system’s ability to maintain legally required conditions under anticipated weather conditions, specifying internal

temperature and ambient temperature used in calculations; The primary space heating will be provided by Variable Refrigerant Flow (VRF) split system units in the residential units and residential area as well as the gym, and lobby, The LG model numbers are capacity are as follows:

Floor	Apt.	Equipment Tag	Equipment Make/Model
3	3A	AH-3A-1	ARNU363BGA4
		AH-3A-2	ARNU123BHA4
3	3B	AH-3B-1	ARNU243BGA4
3	3C	AH-3C-1	ARNU243BGA4
4	4A	AH-4A-1	ARNU363BGA4
		AH-4A-2	ARNU123BHA4
4	4B	AH-4B-1	ARNU243BGA4
4	4C	AH-4C-1	ARNU243BGA4
5	5A	AH-5A-1	ARNU363BGA4
		AH-5A-2	ARNU123BHA4
5	5B	AH-5B-1	ARNU243BGA4
5	5C	AH-5C-1	ARNU243BGA4
6	6A	AH-6A-1	ARNU363BGA4
		AH-6A-2	ARNU123BHA4
6	6B	AH-6B-1	ARNU243BGA4
6	6C	AH-6C-1	ARNU243BGA4
7	7A	AH-7A-1	ARNU363BGA4
		AH-7A-2	ARNU123BHA4
7	7B	AH-7B-1	ARNU243BGA4
7	7C	AH-7C-1	ARNU243BGA4
8	8A	AH-8A-1	ARNU363BGA4
		AH-8A-2	ARNU123BHA4
8	8B	AH-8B-1	ARNU183BGA4
		AH-8B-2	ARNU183BGA4
9	9A	AH-9A-1	ARNU363BGA4
		AH-9A-2	ARNU123BHA4
9	9B	AH-9B-1	ARNU183BGA4
		AH-9B-2	ARNU183BGA4
10	10A	AH-10A-1	ARNU363BGA4
		AH-10A-2	ARNU123BHA4
10	10B	AH-10B-1	ARNU183BGA4
		AH-10B-2	ARNU183BGA4
11	11A	AH-11A-1	ARNU363BGA4
		AH-11A-2	ARNU123BHA4
11	11B	AH-11B-1	ARNU183BGA4
		AH-11B-2	ARNU183BGA4

Floor	Apt.	Equipment Tag	Equipment Make/Model
12	12A	AH-12A-1	ARNU183BGA4
		AH-12A-2	ARNU123BHA4
12	12B	AH-12B-1	ARNU183BGA4
		AH-12B-2	ARNU243BGA4
		AH-12B-3	ARNU123BHA4
13	14A	AH-13A-1	ARNU183BGA4
		AH-13A-2	ARNU123BHA4
13	14B	AH-13B-1	ARNU183BGA4
		AH-13B-2	ARNU243BGA4
		AH-13B-3	ARNU123BHA4
14	15A	AH-14A-1	ARNU183BGA4
		AH-14A-2	ARNU123BHA4
14	15B	AH-14B-1	ARNU183BGA4
		AH-14B-2	ARNU243BGA4
		AH-14B-3	ARNU123BHA4
15	16A or PHA	AH-15A-1	ARNU283BGA4
		AH-15A-2	ARNU183BGA4
		AH-15A-3	ARNU123BHA4
		AH-15A-4	ARNU123BHA4

(1) Number of boilers and description; Domestic hot water is generated by two gas fired hot water storage heaters located in the mechanical room on the main roof, hot water heaters have 3-year warranty on tank and 1-year warranty on parts from shipment.

(2) Manufacturer and age of boiler(s) (model, capacity; alternatively, give type, approximate age and approximate remaining useful life); The domestic hot water heaters shall A.O. Smith Cyclone Model BTH-1099Mxi, or approved equal. The heater is sized so that one of the two heaters can handle 100% of the required total load. The 2nd water heater acts as a backup. The system is capable of providing 470 gallons per hour of hot water at 100 degree temperature rise with 200 gallon storage. Each heater has a minimum 95% efficiency rating when operating with set points of 120 degrees or less. Domestic water heaters to be new. Units serve retail unit as well.

(3) Manufacturer and age of burners (model; alternatively, give type and approximate remaining useful life); **[N/A]**

(4) Type of controls; **[N/A]**

(5) Radiators, piping, insulation, valves, pumps; **[N/A]**

(6) Fuel (if oil give type and grade; if gas give type and supply system); **[N/A]**

(7) Location of oil tank, materials, enclosure; **[N/A]**

(8) Capacity of oil tank. **[N/A]**

(l) *Gas supply* (if not described above). Describe:

(1) Type; Gas service and meter set to the building are furnished by the local utility company (Con Ed). The building will be provided one 3-inch low pressure gas service with 2 gas meters.

(2) Meters; One gas meter is serving the building's domestic hot water heaters and mechanical roof top unit and a separate meter serves the residential cooking and apartment clothes dryer.

(3) Piping; Gas piping material shall be threaded black steel with malleable threaded fittings. Stub outs to be provided for retail tenant, to be metered separately from house/building usage

(m) *Air conditioning*. Describe cooling system's adequacy to maintain comfortable conditions under anticipated weather conditions, specifying internal temperature and base ambient temperature used in calculations. Describe:

(1) Type of system; The heating and air conditioning systems are designed to meet the requirements of the NY State Energy Conservation Construction Code. The HVAC System has been designed to utilize high efficiency variable refrigerant systems and a 100% outdoor air rooftop unit. Each residential unit has an indoor heat pump air handling unit with air distribution ductwork, having wall/ceiling mounted registers. Air conditioning systems designed to maintain a space temperature not to exceed 78 deg F at 90 degree F ambient temperature. The temperature is controlled by programmable wall mounted thermostats. Each air distribution system is equipped with an air filter installed in the return air plenum.

(2) Central system (manufacturer, model and capacity); VRF Condensing units that are providing primary heat and cooling are manufactured by LG Electronics. Qualified systems may receive up to a ten (10) year warranty. There are eight (8) roof mounted Condensing Units serving the indoor VRF units. Insulation provided for air distribution ducts within the building envelope to be 1" R4 fiberglass, and outside the building envelope to be 2" R8 rigid insulation. The LG Model numbers and capacities are as follows:

Floor	Capacity	Equipment Tag	Equipment Make/Model
2nd Floor	6 Ton	ACCU-1	ARUM072BTE5
Roof	16 Ton	ACCU-2	ARUM192BTE5
Roof	16 Ton	ACCU-3	ARUM192BTE5

Roof	16 Ton	ACCU-4	ARUM192BTE5
Roof	14 Ton	ACCU-5	ARUB168BTE5
Roof	14 Ton	ACCU-6	ARUB168BTE5
Roof	14 Ton	ACCU-7	ARUB168BTE5
Roof	14 Ton	ACCU-8	ARUB168BTE5

(3) Cooling towers, condensers (roof top, self- contained units, including number, location and description); The corridors on Floors 1-16 are served by a packaged rooftop unit with a DX Cooling Coil and shall be manufactured by AAON, Model RN-030, capacity – 322 MBH, AAON (RTU-1) provides 1 year warranty on parts and 5 year warranty on the compressor,. All rooftop units to sit on curbs or dunnage to reduce vibration and noise infiltration to unit below.

(4) Individual units covered by the offer (window/sleeve - specify number, capacity, amperage and efficiency). Each unit to be supplied with an LG programmable thermostat, zone controlled

Floor	**Apt.**	**Equipment Tag**	**Location**	**Equipment Make/Model**
C		AH-C-1	Telecom room	ARNU183SCL4
C		AH-C-2	Elev Machine Rm	ARNU183SCL4
C		AH-C-3	Super’s office	ARNU073SBL4
1	NA	AH-1-1	Residential Lobby	ARNU243BGA4
2	NA	AH-2-1	Gym/Lounge	ARNU483BRA4
2	NA	AH-2-2	Gym/Lounge	ARNU483BRA4
3	3A	AH-3A-1	M Bedroom	ARNU363BGA4
		AH-3A-2	Hall	ARNU123BHA4
3	3B	AH-3B-1	Bath	ARNU243BGA4
3	3C	AH-3C-1	Bath	ARNU243BGA4
4	4A	AH-4A-1	M Bedroom	ARNU363BGA4
		AH-4A-2	Hall	ARNU123BHA4
4	4B	AH-4B-1	Bath	ARNU243BGA4
4	4C	AH-4C-1	Bath	ARNU243BGA4
5	5A	AH-5A-1	M Bedroom	ARNU363BGA4
		AH-5A-2	Hall	ARNU123BHA4
5	5B	AH-5B-1	Bath	ARNU243BGA4
5	5C	AH-5C-1	Bath	ARNU243BGA4
6	6A	AH-6A-1	M Bedroom	ARNU363BGA4

		AH-6A-2	Hall	ARNU123BHA4
6	6B	AH-6B-1	Bath	ARNU243BGA4
6	6C	AH-6C-1	Bath	ARNU243BGA4
7	7A	AH-7A-1	M Bedroom	ARNU363BGA4
		AH-7A-2	Hall	ARNU123BHA4
7	7B	AH-7B-1	Bath	ARNU243BGA4
7	7C	AH-7C-1	Bath	ARNU243BGA4
8	8A	AH-8A-1	M Bedroom	ARNU363BGA4
		AH-8A-2	Hall	ARNU123BHA4
8	8B	AH-8B-1	Hall	ARNU183BGA4
		AH-8B-2	M Bath	ARNU183BGA4
9	9A	AH-9A-1	M Bedroom	ARNU363BGA4
		AH-9A-2	Hall	ARNU123BHA4
9	9B	AH-9B-1	Hall	ARNU183BGA4
		AH-9B-2	M Bath	ARNU183BGA4
10	10A	AH-10A-1	M Bedroom	ARNU363BGA4
		AH-10A-2	Hall	ARNU123BHA4
10	10B	AH-10B-1	Hall	ARNU183BGA4
		AH-10B-2	M Bath	ARNU183BGA4
11	11A	AH-11A-1	M Bedroom	ARNU363BGA4
		AH-11A-2	Hall	ARNU123BHA4
11	11B	AH-11B-1	Hall	ARNU183BGA4
		AH-11B-2	M Bath	ARNU183BGA4
12	12A	AH-12A-1	Kitchen	ARNU183BGA4
		AH-12A-2	Hall	ARNU123BHA4
12	12B	AH-12B-1	Hall	ARNU183BGA4
		AH-12B-2	Hall	ARNU243BGA4
		AH-12B-3	Bedroom	ARNU123BHA4
13	14A	AH-13A-1	Kitchen	ARNU183BGA4
		AH-13A-2	Hall	ARNU123BHA4
13	14B	AH-13B-1	Hall	ARNU183BGA4
		AH-13B-2	Hall	ARNU243BGA4
		AH-13B-3	Bedroom	ARNU123BHA4
14	15A	AH-14A-1	Kitchen	ARNU183BGA4
		AH-14A-2	Hall	ARNU123BHA4
14	15B	AH-14B-1	Hall	ARNU183BGA4
		AH-14B-2	Hall	ARNU243BGA4
		AH-14B-3	Bedroom	ARNU123BHA4
15	16A or PHA	AH-15A-1	M Closet	ARNU283BGA4
		AH-15A-2	Powder room	ARNU183BGA4
		AH-15A-3	Bedroom	ARNU123BHA4
		AH-15A-4	Bedroom	ARNU123BHA4

No A/C provided for retail, to be installed by future tenant.

(n) *Ventilation*. Describe system in kitchens, fireplaces and all windowless areas such as corridors, garages, laundries, baths, etc. Mechanical exhaust is provided for bathrooms and kitchens at a rate of 30 CFM per bathroom/kitchen. Public corridors and utility spaces are ventilated via rooftop unit. Unit manufacturer: AAON. Ventilation system is designed in compliance with the NYC mechanical Code and with NYC code. Operable windows will be provided to meet code requirements for natural ventilation in habitable

rooms. Noise emission rating for mechanical ventilation is as follows: VRF condensers: 58-62 dB(A), RTU-1: 75 dB(A) at 10 feet, 61 dB(A) at 50 feet.

(o) *Electrical system.* Specify:

(1) Service from main service switchgear (amperes, voltage, phases, wire, protective equipment); The electrical service will be provided by Con Edison and will be rated 120/208 Volt, copper 4 Wire 3-Phase. 4 wires will be terminating in to a 3000A rated copper detail box located in the cellar electrical room.

(2) Service to individual units (risers, etc.) The electrical service will be individually metered to all residential units and will be commonly metered for all common areas panel with one meter, all common. A/C Units are sub-metered with a third party billing company, Residential metering will be divided into two meter banks each rated 600A each with 30 Meters. Retail unit will be on separate panel and meter.

(3) Compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards); The house Distribution panel is rated 1200a and is served by 1200A/1200A service switch/fuse separately metered by Con Edison. The house distribution panel consists of the following:

- 200A/200A switch/fuse that feeds panel for common area normal lighting, receptacles, and mechanical equipment
- 200A/125A switch/fuse that feeds emergency lighting through an automatic transfer switch connected to the emergency generator
- 60A/60A switch/fuse for transient voltage surge suppressor (TVSS)
- 400A/250A switch and fuse for two elevators through an automatic transfer switch connected to emergency generator, only one elevator will be on emergency power at any time
- 30A/30A switch/fuse for trash compactor
- 200A/125A switch/fuse for duplex domestic water booster pumps
- 600A/600A switch and fuse for distribution panel on the roof to feed all VRF system units

(4) Unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers; Switches and tamper resistant receptacles are provided in all residential rooms as well as combination tamper resistant and ground fault receptacles in all bathrooms and kitchens are required by the NEC amended by NYC. In addition, combination tamper resistant water resistant and ground fault receptacle will be provided for units equipped with an outdoor balcony or terrace in accordance with the NYC Electrical Code.

(5) Adequacy:

(i) Service - average number of circuits per apartment and capacity to handle modern appliances - specifically air conditioners, dishwashers and electric dryers;

- 1-bedroom 120/208V 1 phase 100 AMP 30 circuits
- 2-bedroom 120/208V 1 phase 125A 30 circuits
- 3-bedroom 120/208V 1 phase 125A 30 circuits

(ii) Lighting and fixtures

Description	**Model**	**Manufacturer**	**Location**
Medicine Cabinet w/Light Fixtures		Robern	Bath
Recessed LED Downlight (Dry)	F4RFFS Standard Flange	Lucifer Lighting	Bdrm/Bath/Living Rm
Recessed LED Downlight (Wet)	F4RFFS Standard Flange	Lucifer Lighting	Bath
3 Light Recessed LED	3G-RC3LED	3G Lighting	Lobby
LED Strip Luminaire	STR-LED-100	Picasso Lighting	Cellar corridor
LED Strip Luminaire	STR-LED-100	Picasso Lighting	Egress Stair
Undercabinet Lighting	TBD	TBD	Kitchens
Extruded Aluminum Housing	STR-108-LED	Picasso Lighting	Closets
Pendant Fixture	TBD	TBD	Kitchens
Surface mounted pendant	Warehouse Flush Mount Pendant	Barnlight Electric	Gym
6" Round Cylindrical Downlight	SPC06-LEDXT	Spectrum Lighting	Cellar corridor
Wall Luminaire	22453	BEGA	Exterior fixture
Recessed Wall Luminaire	22382	BEGA	Exterior terraces
Surface mounted down light	Boxy XL S 83037	DELTA LIGHTING	Residential corridors
LOBBY VESTIBULE CHANDELIER	SERENELLA CHANDELIER 29"	RESTORATION HARDWARE	Lobby vestibule
DECORATIVE WALL SCONCE	MELANGE ELONGATED WALL SCONCE BRASS	LUMENS	Residential corridors

(iii) Convenience outlets, appliance outlets. All units provided with Ground fault circuit interrupter (GFI) outlets at all appliances and in kitchen and baths, other electrical outlets provided per electrical codes

requirements. 2 CATV/technology connections provided in all habitable rooms.

(6) Describe any provisions for electricity supply during outages, such as the presence of a generator. A 100 KW/125KVA, natural gas generator, 120V/208V, 3 phase 4 wire, manufactured by Kohler, model # 100REZGD is provided to serve code required loads as follow: emergency lighting, one elevator, elevator cab lighting and receptacles, A/C units serving elevator machine room and fire alarm system. The generator will run minimum of 6 hours as required by NYCBC

(p) *Intercommunication and/or door signal systems, security closed circuit TV*. Specify mode of operation and condition. Describe television reception facilities (master antennae, cable TV, antennae by tenants). System manufacturer information to follow.

1. Intercom system will be video type door intercom system with proximity card. The intercom system interfaces with iPhone and Android devices as well as Mac/PC computers. Software PC Intercom software is provided. Intercom model to be 2N IP Verso
2. Locking mechanism for the doors will be a electric strike interconnected to the access control system.
3. Security closed circuit TV will be provided. Security cameras to be located throughout building, camera manufacturer to be Wisenet model QNV-6082R

(q) *Public area lighting*. Describe and state adequacy (entrances, halls and stairs, corridors, basements, courts and yards).

Location	Manufacturer	Model
LOBBY	Spectrum Lighting	SPC06-LEDXT
PACKAGE ROOM	Lucifer Lighting	F4RFFS Standard Flange
GYM	Barnlight Electric	Surface Mounted Pendent
TERRACE	BEGA	22382
ROOF TERRACE	BEGA	22453

All lighting to comply with chapter 1205 of the NYC Building code and chapter C400 of the NYC energy code.

(r) *Garages and parking areas*. Describe: N/A

(1) Location of garages (description of facility);

(2) Location of parking areas (number of spaces in each);

(3) Surfaces (materials used, lighting, fencing etc.);

(4) Parking (attended or unattended);

(5) Garage ventilation (method and equipment);

(6) Garage fire protection (method and equipment);

(7) Drainage.

(s) *Swimming pool(s).* Describe in detail: None

(1) Type (concrete, material composition) and location on property; N/A

(2) Size including length, width, depth, and approximate number of bathers permitted at any time; N/A

(3) Enclosure (material including roof); N/A

(4) Pumping and filter system (describe material); N/A

(5) Water heating equipment or usage of building's hot water (feed or heat exchangers); N/A

(6) If on building roof, specify structural support system. N/A

(t) Tennis courts, playgrounds and recreation facilities

(1) Tennis courts. Describe: No Tennis Courts

(i) Type (clay, macadam, turf); N/A

(ii) Number and size; N/A

(iii) Lighting (number and type); N/A

(iv) Fencing or enclosure (including distance between fence or enclosure and all sides of court). N/A

(2) Playgrounds. Describe location and size(s), fencing (if any), equipment types and sand bed or safety padding. None

(3) Other recreation facilities. Describe any beach or lake front, boating facilities, golf course(s), handball, basketball or other game courts. Gym and lounge area provided for residential tenant use at 2nd floor (25 max occupants), owner to provide gym equipment including: 1 stationary bike, 2 treadmills, 1 elliptical machine, 1 multi-resistance machine, and a set of free weights with bench. Terrace at 2nd floor for accessory use to residential use to be provided (7 max occupants), retail unit mechanical equipment located on terrace shall be enclosed by sound dampening screen and separated from the public use by

at least 4’ on all sides. Public use area to be supplied with a barbeque, mini fridge and sink. Owner to provide accessory seating. Public use recreation at roof level (59 max occupants) to be separated from mechanical area by 6’-0” high sound dampening screen (as allowed per ZR 23-62 (g)) and separated by more than 10’ at the South and approx. 2’-6” at the North, public use area to be supplied with barbeque and sink, owner to provide accessory seating. Public use terrace to be separated from adjacent private use terrace by 4’-6” fence and plantings, gate to be provided for emergency egress from private terrace to building egress stair.

(u) *Permits and certificates*. List all applicable permits which must be obtained and inspections which are to be done. List type of inspection, authority inspecting and duration of approval once obtained. Include all compactors, incinerators, boilers, oil storage tanks, elevators, etc. In New York City include Department of Air Resources, Elevator Safety, Boiler Safety, Fire Department and Buildings Department permits.

1. Special inspections to be conducted by a registered Special Inspection Agency:

SPECIAL INSPECTION	AGENCY RESPONSIBLE
PROTECTION OF EXPOSED FOUNDATION INSULATION	SKYLINE
INSULATION PLACEMENT AND R VALUES	SKYLINE
FENESTRATION U-FACTOR AND PRODUCT RATING	SKYLINE
FENESTRATION AIR LEAKAGE	SKYLINE
FENESTRATION AREAS	SKYLINE
AIR SEALING AND INSULATION - VISUAL	SKYLINE
VESTIBULES	SKYLINE
SHUT OFF DAMPERS	SKYLINE
HVAC AND SERVICE WATER HEATING EQUIPMENT	SKYLINE
HVAC AND SERVICE WATER HEATING SYSTEM CONTROLS	SKYLINE
HVAC INSULATION AND SEALING	SKYLINE
DUCT LEAKAGE TESTING	SKYLINE
ELECTRICAL ENERGY CONSUMPTION	SKYLINE
LIGHTING IN DWELLING UNITS	SKYLINE
INTERIOR LIGHTING POWER	SKYLINE
LIGHTING CONTROLS	SKYLINE
ELECTRICAL MOTORS	SKYLINE
MAINTENANCE INFORMATION	SKYLINE
SMOKE CONTROL SYSTEMS	SKYLINE
LUMINOUS EGRESS PATH MARKINGS	SKYLINE
HEATING SYSTEMS	SKYLINE
ENERGY CODE COMPLIANCE INSPECTIONS	SKYLINE
STRUCTURAL STEEL-WELDING	SKYLINE
STRUCTURAL STEEL-DETAILS	SKYLINE
STRUCTURAL STEEL-HIGH STRENGTH BOLTING	SKYLINE
POST-INSTALLED ANCHORS	SKYLINE
WALL PANELS, CURTAIN WALLS, AND VENEERS	SKYLINE
EXTERIOR INSULATION AND FINISH SYSTEMS	SKYLINE
CONCRETE-CAST IN PLACE	GACE, STRUCTURAL ENG
MASONRY	SKYLINE
SUBSURFACE INVESTIGATIONS (BORINGS/TEST PITS)	GEODESIGN

EMERGENCY AND STANDBY POWER SYSTEMS (GENERATORS)	SKYLINE
MECHANICAL SYSTEMS	SKYLINE
EXCAVATIONS-SHEETING, SHORING, AND BRACING	GEODESIGN
PRIVATE ON-SITE STORM DRAINAGE DISPOSAL AND SYSTEMS AND DETENTION FACILITIES	SKYLINE
FIRE RESISTANT PENETRATIONS & JOINTS	SKYLINE
FIRE RESISTANCE RATED CONSTRUCTION	SKYLINE
CONCRETE DESIGN MIX	GACE STRUCTURAL ENG
FOOTING & FOUNDATION	GACE, STRUCTURAL ENG
SUBGRADE INSPECTION	GEODESIGN

2. Permits to be obtained:
   ARCS Filing, application #123498303
   Sprinkler System, application # 140809221
   Fire Alarm, application #123498321
   Builder's Pavement Plan, application #121226011
3. The following recurring inspections are required
   i. Local Law #10 annual elevator and boiler inspection
   ii. Monthly and annual sprinkler inspection
   iii. Sprinkler and Standpipe 5 year Test
   iv. Local Law 11 Façade Inspection (Every 5 Years)

(v) *Violations*. List all violations outstanding as of the date of this report and the agency imposing the violation, the condition involved, the date violation issued, and work required by violation notice to cure. If no violations are outstanding, so state.

(1) DOB Violations:

i. V020700LL629102186, dated: 02/07/2000*

ii. V032602LL629102244, dated: 03/26/2000*

iii. V031903LL629102104, dated: 03/19/2003*

iv. V013105LL629103900, dated: 01/31/2005*

v. V010606LL629103338, dated: 01/06/2006*

vi. V091816CCNE03SC dated: 09/18/2016-Dismissed

vii. 39013606K dated: 11/27/2019 Energy Compliance Violation to be addressed by general contractor and resolved through PAA review by Energy Board

**Denotes violation for previous property, ownership to employ expediting services to remove older violations prior to issuance of certificate of occupancy for building*

(w) *Unit information*. Specify the number of units inspected. Specify the unit designations for each typical unit or line of units, including the number and type of rooms. Give criteria for calculations of the number of rooms. For lofts give useable residential space in square feet. Describe (include foyers, living rooms, dining areas, kitchen, bedrooms, bathrooms, etc.):

Floor	Unit	Unit Type	Unit Gross SF	Terrace/ Balcony	Terrace/ Balcony/SF
3	3A	Kitchen, Living, Rm, 2 BDRM, 2 Bath	1223	None	
3	3B	Kitchen, Living Rm, 1 Bdrm, 1.5 Bath	817	None	
3	3C	Kitchen, Living Rm, 1 BDRM, 1 Bath	610	None	
4	4A	Kitchen, Living Rm, 2 Bdrm, 2 Bath	1223	Balcony	108
4	4B	Kitchen, Living Rm, 1 Bdrm, 1.5 Bath	817	None	
4	4C	Kitchen, Living Rm/ Dining Rm, 1 Bdrm, 1 Bath	610	None	
5	5A	Kitchen, Living Rm, 2 Bdrm, 2 Bath	1223	Balcony	108
5	5B	Kitchen, Living Rm, 1 Bdrm, 1.5 Bath	817	None	
5	5C	Kitchen, Living Rm, 1 Bdrm, 1 Bath	610	None	
6	6A	Kitchen, Living Rm,	1223	Balcony	108

		2 Bdrm, 2 Bath			
6	6B	Kitchen, Living Rm, 1 Bdrm, 1.5 Bath	817	None	
6	6C	Kitchen, Living Rm, 1 Bdrm, 1 Bath	610	None	
7	7A	Kitchen, Living Rm, 2 Bdrm, 2 Bath	1223	Balcony	108
7	7B	Kitchen, Living Rm, 1 Bdrm, 1.5 Bath	817	None	
7	7C	Kitchen, Living Rm, 1 Bdrm, 1 Bath	610	None	
8	8A	Kitchen, Living Rm, 2 Bdrm, 2 Bath	1223	Balcony	108
8	8B	Kitchen, Living Rm, 2 Bdrm, 2.5 Bath	1427	None	
9	9A	Kitchen, Living Rm, 2 Bdrm, 2 Bath	1223	Balcony	108
9	9B	Kitchen, Living Rm, 2 Bdrm, 2.5 Bath	1427	None	
10	10A	Kitchen, Living Rm, 2 Bdrm, 2 Bath	1223	Balcony	108
10	10B	Kitchen, Living Rm, 2 Bdrm, 2.5 Bath	1427	None	
11	11A	Kitchen, Living Rm,	1223	Balcony	108

		2 Bdrm, 2 Bath			
11	11B	Kitchen, Living Rm, 2 Bdrm, 2.5 Bath	1427	None	
12	12A	Kitchen, Living Rm, 1 Bdrm, 1 Bath	696	Balcony	108
12	12B	Kitchen, Living Rm, 2 Bdrm, 2.5 Bath	1453	Terrace	524
14	14A	Kitchen, Living Rm, W/D, 1 Bdrm, 1 Bath	696	Balcony	108
14	14B	Kitchen, Living Rm, W/D, 2 Bdrm, 2.5 Bath	1453	None	
15	15A	Kitchen, Living Rm, 1 Bdrm, 1 Bath	696	Balcony	108
15	15B	Kitchen, Living Rm, W/D, 2 Bdrm, 2.5 Bath	1453	None	
Penthouse	PH	Kitchen, Living Rm, 3 Bdrm, 3.5 Bath	2481	Balcony Private roof terrace	80 455

(1) Type and grade of finish material used in each type of unit and the number of coverings given. Include paint, wall and floor coverings, as well as specifying the type of flooring, walls and ceiling used.

Wood Floors

Manufacturer____Madera

Width_____6 inch Wide

Thickness_____9/16 Inch

Finish_____Dimma

Underlayment_____Sikalayer 3-5mm thick

Paint

Doors and Trim

Paint_____ 2 coats Benjamin Moore Super Hide Zero VOC Interior Latex Semi-Gloss

Walls/Ceilings – Interior partition walls to be 1 layer either side gypsum wall board on metal stud (size varies per plan), dropped ceilings to be 1 layer gypsum on metal framing, where ceiling is underside of slab, slab to be patched as required and plaster skimcoat to be applied

Paint_____ 2 coats Benjamin Moore 355 Super Hide Zero Flat

Primer_____ 1 coat Benjamin Moore Ultra Spec 500 Interior Latex Primer

(2) Presence, type and condition of all bathroom fixtures.

Bathroom Finishes					
Unit Type	Bathroom	Fixtures	Manufacturer	Finishes	Model No
1 Bedroom	Master Bathroom	Sink	Alape	Black	3226701000
		Faucet	Watermark	Satin Nickel	23-2.2S-L9
		Toilet	Kohler	White	K-3810-0
		Showerhead	Watermark	Satin Nickel	SH-TIT50, SS-703AF
		Handshower	Watermark	Satin Nickel	37-HSHK4
		Tub	Kohler	White	K-1121-0
		Shower Control	Watermark	Satin Nickel	SS-THVD2
2 Bedroom	Master Bathroom	Sink	Alape	Black	3226701000
		Faucet	Watermark	Satin Nickel	23-2.2S-L9
		Toilet	Kohler	White	K-3810-0
		Showerhead	Watermark	Satin Nickel	SH-TIT50, SS-703AF
		Handshower	Watermark	Satin Nickel	37-HSHK4
		Tub	Kohler	White	K-1121-0
		Tub Control	Watermark	Satin Nickel	SS-THVD2
	2nd Bathroom	Sink	Alape	Black	3226701000
		Faucet	Watermark	Satin Nickel	23-2.2S-L9
		Toilet	Kohler	White	K-3810-0
		Showerhead	Watermark	Satin Nickel	SH-TIT50, SS-703AF
		Handshower	Watermark	Satin Nickel	21-HSPB2
		Tub	Kohler	White	K-1121-0
		Tub Control	Watermark	Satin Nickel	SS-THVD2
3 Bedroom	Master Bathroom	Sink	Julien	Stainless Steel	3914

		Faucet	Kallista	Satin Nickel	23-2S-L9
		Toilet	Kohler	White	K-3810-0
		Showerhead	Watermark	Satin Nickel	SH-TIT50, SS-703AF
		Handshower	Watermark	Satin Nickel	37-HSHK4
		Tub	Victoria & Albert	SW White	Barcelona2
	2nd Bathroom	Sink	Kallista		P74235-WO-O
		Faucet	Watermark	Sating Nickel	23.2 17-L9
		Toilet	Kohler	White	K-3810-0
		Showerhead	Watermark	Sating Nickel	SH-TIT50, SS-703AF
		Handshower	Water mark	Satin Nickel	21-HSPB2
	3rd Bathroom	Sink	Kallista		P74235-WO-O
		Faucet	Watermark	Satin Nickel	23-2.17-L9
		Toilet	Kohler	White	K-3810-0
		Showerhead	Watermark	Sating Nickel	21-HSPB2
		Handshower	Watermark	Sating Nickel	21-HSPB2
	Powder Room	Sink	Durvit	White	45360
		Faucet	Watermark	Sating Nickel	23-2.17-L9
		Toilet	Kohler	White	K-3810-0

(3) Presence, type and condition of kitchen and laundry equipment.

Kitchen Finishes				
Units	Fixtures	Manufacturer	Finishes	Model Number
3A-11A	Dishwasher	Miele	Panel Ready	G4976SCVI
	Sink	Julien	Stainless Steel	0003914
	Faucet	Kallista	Satin Nickel	P25200-00AG
	30” Refrigerator	Miele	Panel Ready	KFN9855IDE
	30” Cook Top	Miele	Stainless Steel	KM3464G
	30” Oven	Miele	Stainless Steel	H6180BP
	30” Oven Hood	Miele	Stainless Steel	DA3466
	Cabinets	Cesar Kitchens	Upper Cabinets: Grafite LS18	

			Lower Cabinets: Noce Canaletto LN85	
	Countertop	Artistic Tile	Blue De Savoie	
3B-7B	Dishwasher	Miele	Panel Ready	G4976SCVI
	Sink	Julien	Stainless Steel	0003914
	Faucet	Kallista	Sating Nicke	P2520000-AG
	30” Refrigerator	Miele	Panel Ready	KFN9855IDE
	18” Wine Fridge	U-Line 3000 Series	Panel Ready	U3018WCINT00B
	24"Cook Top	Miele	Stainless Steel	KM3464G
	24"Oven	Miele	Stainless Steel	H6560B
	24" Oven Hood	Miele	Stainless Steel	DA3466
	Cabinets	Cesar Kitchens	Upper Cabinets: Grafite LS18 Lower Cabinets: Noce Canaletto LN85	
	Countertop	Artistic Tile	Blue De Savoie	
3C-7C	Dishwasher	Miele	Panel Ready	G4976SCVI
	Sink	Julien	Stainless Steel	0003914
	Faucet	Kallista	Satin Nickel	P25200-00AG
	30" Refrigerator	Miele	Panel Ready	KFN9855IDE
	24"Cook Top	Miele	Stainless Steel	KM3464G

	24"Oven	Miele	Stainless Steel	H6560B
	24” Oven Hood	Miele	Stainless Steel	DA3466
	Cabinets	Cesar Kitchens	Upper Cabinets: Grafite LS18 Lower Cabinets: Noce Canaletto LN85	
	Countertop	Artistic Tile	Blue De Savoie	
12A-15A	Dishwasher	Miele	Panel Ready	G4976SCVI
	Sink	Julien	Stainless Steel	0003914
	Faucet	Kallista	Satin Nickel	P25200-00AG
	30" Refrigerator	Miele	Panel Ready	KFNF9955IDE
	24" Cook Top	Miele	Stainless Steel	KM3464G
	24" Oven	Miele	Stainless Steel	H6180BP
	24” Oven Hood	Miele	Stainless Steel	DA3466
	Cabinets	Cesar kitchens	Upper Cabinets: Grafite LS18 Lower Cabinets: Noce Canaletto LN85	
	Countertop	Artistic Tile	Blue De Savoie	
8B-15B	Dishwasher	Miele	Panel Ready	G4976SCVI
	Sink	Julien	Stainless Steel	0003914

	Faucet	Kallista	Sating Nickel	P25200-00AG
	36” Refrigerator	Miele	Panel Ready	KFNF9955IDE
	30" Cook Top	Miele	Stainless Steel	KM3464G
	30” Oven	Miele	Stainless Steel	H6180BP
	30” Oven Hood	Miele	Stainless Steel	DA3466
	Cabinets	Cesar Kitchens	Upper Cabinets: Grafite LS18 Lower Cabinets: Noce Canaletto LN85	
	Countertop	Artistic Tile	Blue De Savoie	
PH	Dishwasher	Miele	Panel Ready	G4976SCVI
	Sink	Julien	Stainless Steel	0003914
	Faucet	Kallista	Stainless Steel	P25200-00AG
	36" Refrigerator	Miele	Panel Ready	KFNF9955IDE
	30” Cook Top	Miele	Stainless Steel	KM3464G
	30” Ove	Miele	Stainless Steel	H6180BP
	30” Oven Hood	Miele	Stainless Steel	DA3466
	Cabinets	Cesar Kitchens	Upper Cabinets: Grafite LS18 Lower Cabinets: Noce Canaletto LN85	

	Countertop	Artistic Tile	Blue De Savoie	

Washer

Manufacturer_____ Miele

Model_____ WWH860WCS

Finish_____ White

Dryer

Manufacturer_____ Miele

Model_____TWI180WP

Finish_____ White

(i) If data is substantially the same for all units, a single narrative may be substituted for this schedule.

(ii) If any equipment or fixtures described are not included in the offering price, or the offering price is conditioned on the equipment and fixtures selected, such fact must be conspicuously noted in the body of the plan.

(iii) Description of PH unit layout: Elevators to be on FOB limiting access to PH unit, corridor between elevators, egress stair and secondary bedrooms to function as hallway of unit. Egress stair door on fail safe locks allowing for free access to egress stair from within unit but no access to unit from stair unless in case of emergency. Corridor still maintains 2hr fire rating and doors within this corridor maintain 90min fire rating as required. For purposes of clarification and to avoid any doubt, the corridor adjacent to the elevators and fire staircase at the PH level of the Building is part of the PH Unit, subject to an easement for emergency fire egress purposes.

(x) *Finish schedule of spaces other than units*. The following is a form of schedule to be given for each floor.

Room Floor Walls Ceiling Remarks

Describe all common rooms and spaces including but not limited to: sub-sub

cellar, sub-cellar, basement, cellar, first floor, penthouse floor, public and service halls, corridors, lobbies.

AMENITY SPACE	FLOORING	WALL FINISHES	CEILING FINISHES
LOBBY	TERAZZO TILES	PAINT	PAINT
MAIL ROOM	TERAZZO TILES	WALLPAPER	PAINT
BIKE STORAGE(CELLAR)	FINISHED CONCRETE	EPOXY PAINT	PAINT
TENANT STORAGE (CELLAR)	FINISHED CONCRETE	EPOXY PAINT	PAINT
GYM	CHERVON WOOD FLOORS	PORCELAIN TILES, PAINT, MIRRORS	FINISHED CONCRETE
BATHROOM(2ND FLOOR)	PORCELAIN TILE	PAINT	PAINT
TRASH ROOM (2ND FLOOR)	PORCELAIN TILE	PAINT	PAINT
ROOF TERRACE	CONCRETE PAVERS	EXTERIOR WALL (EIFS)	N/A
COMMON CORRIDORS	PORCELAIN TILE, CARPETING	WALLPAPER	PAINT

(y) *Safety and warning devices*. Describe any fire or smoke safety devices installed in units and common areas. State what devices are required by law, and whether any required devices have not been installed; Each residential until will contain a smoke/carbon monoxide detector located in each bedroom and vicinity of living room/kitchen. The detector is wired to a 120 volt local power supply and is self-contained with its own sounding device. One smoke/ carbon monoxide detector will be installed at each elevator bank connected to the fire alarm system.

Common Area Fire Detection System

Sprinkler/Smoke detection with one-way voice communication / Post Fire Smoke Purge System

A fully supervised addressable Sprinkler/Smoke detection /with one-way voice Communications system will be provided. The Fire Command Center will be located in the lobby at the main building entrance in accordance with NYC building code.

The system will consist of the following.

i. Fire Command Center with central station connection

ii. Communicator to tie in to a central station thru two phone lines.

iii. Remote enunciator
iv. Pull station will be located at the main entrance lobby.
v. Smoke detectors in the following areas:
vi. All Equipment rooms such as electrical, mechanical, telephone, water meter and gas meter room, fire pump room etc.
vii. In elevator lobbies
viii. Top of elevator shafts
ix. Top of stair shafts
x. Elevator machine room
xi. Above fire Alarm Panel
xii. Duct Smoke detectors for supply and return fans above 2000 CFM
xiii. Monitoring of water and flow switches
xiv. Monitoring of the emergency generator
xv. Monitoring of the fire pump
xvi. Elevator recall
xvii. Lockable switch/ fuse Cutout will be provided and connected a head of the main service switch
xviii. Speaker in each dwelling unit
xix. Speakers in stairwell on every other floor
xx. Booster power supplies
xxi. Class A dwelling speaker circuits
xxii. Post Fire Smoke Purge System Control

(z) *Additional information required*. Include the following in the Description of Property and Building Condition section of the plan:

(1) Floor plan for each line or type of unit drawn to scale, indicating room dimensions and unit boundaries. **Provided separately to Owner.**

(2) Floor to ceiling heights of units.

UNIT	ROOM	APPROXIMATE CEILING HT
3A-6A	BDRM	9'-8"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	9'-8"
3B-6B	BDRM	9'-8"
	BATH	8'-6"

	KITCHEN	8'-6"
	LIVING RM	9'-8"
3C-6C	BDRM	9'-8"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	9'-8"
7A	BDRM	10'-2"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	10'-2"
7B	BDRM	10'-2"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	10'-2"
7C	BDRM	10'-2"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	10'-2"
8A-10A	BDRM	9'-9"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	9'-9"
8B-10B	BDRM	9'-9"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	9'-9"
11A	BDRM	10'-3"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	10'-3"
11B	BDRM	9'-3"/9'-6"
	BATH	8'-6"
	KITCHEN	8'-6"
	LIVING RM	9'-3"
12A-15A	BDRM	11'-2"
	BATH	8'-6"
	KITCHEN	9'-0"
	LIVING RM	11'-2"
12B-15B	BDRM	11'-2"/10'-10"
	BATH	8'-6"

	KITCHEN	9'-0"
	LIVING RM	11'-2"
PH	BDRM	10'-3"
	BATH	8'-6"/9'-0"
	KITCHEN	9'-0"
	LIVING RM	10'-3"

(3) The approximate square footage of a unit is a gross square footage of the unit, which is obtained by measuring the floor area of the unit on one or more floors horizontally from exterior side of the exterior walls at the building or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the unit and/or within the unit are not deducted) to the centerline of the partitions separating one unit from another unit, or the exterior of the interior walls and partitions facing common elements separating a unit from public corridors, stairs, elevators, refuse chute and other mechanical equipment spaces or any common element not located within a unit. Common elements located within a unit shall not be considered part of such unit; however the respective area of such common element is not deducted from the gross floor area of each unit. Each unit consists of the area measured vertically on each floor of the building, if applicable, from the top of the concrete floor slab below to the underside of the concrete floor above. The gross sq footage of a unit is greater that the approximate sq footage of a unit measured by using the legal definition of the unit which appears in the declaration of the condominium in part II of the offering plan. Outdoor floor areas of terraces appurtenant to a unit are not included in the unit’s floor areas. As is customary in New York City, these gross sq footages reflected in Schedule A of the offering plan substantially exceed the useable floor area of each unit.

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

(aa) *Asbestos*. New construction project therefore not applicable.

(bb) *Lead Paint*. New construction project, lead paint will not be used

(cc) *Further Development*. No further development is contemplated.

Kutnicki Bernstein Architects, PLLC

By: _____
Daniel K. Bernstein, Partner

_____
Seal



RESERVE STUDY FUND



STRATEGIC INSPECTIONS

RESERVE FUND STUDY

128 West 23rd Street Condominium
128-130 West 23rd Street
New York, New York 10011

Prepared by:
Strategic Inspections
45 West 34th Street, Suite 1001
New York, New York 10001

September 6, 2019
Revised September 24, 2019

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1 .0 EXECUTIVE SUMMARY

Strategic Inspections, LLC (SI) performed a reserve study for the planned 128 West 23rd Street Condominium (hereinafter "property") located at 128-130 West 23rd Street New York, New York 10011. The property will have 30 residential units and multiple model types. The reserve study is for the fiscal year starting January 1, 2021 and ending December 31, 2021.

The planned property will be a fifteen (15) story building plus cellar level and bulkhead level. The planned property will consist of a total of thirty (30) residential condominium units and one (1) commercial unit. The scope of this report is limited to assessing the common elements for the residential condominium. This report does not include cost for reserve items exclusive to the individual residential units or commercial unit. It was reported that construction of the building is expected to be substantially completed by July 2021.

Amenities provided in the building include, but are not limited to, a mailroom; lounge; gym; two passenger elevators; common and private terraces; private balconies; and bike and tenant storage rooms.

There are currently no ASTM, Fannie Mae, or FHA reserve study standards. The closest standards to review are: ASTM E 2018-15 property condition assessment (PCA), and property condition report (PCR) standards, or Fannie Mae Physical Needs Assessment Guidance to the Property Evaluator. Additionally, currently there are two national organizations with a set of reserve study guidelines, the Association of Professional Reserve Analysts (APRA) and the Community Association Institute (CAI). All of these sources, along with the experience and knowledge of industry experts and professional engineers, were used to create SI's guidelines for reserve studies.

SI guidelines require that a Reserve Study include a component inventory, a condition assessment, life valuation estimates, fund status, and a funding plan. The guideline also requires that a reserve study include recommended reserve contributions for a minimum of thirty years, projected expenses for a minimum of thirty years, and projected ending reserve fund expenses for a minimum of thirty years.

This report will project the capital repair and replacement reserve for thirty years, as required by SI guidelines. As such, some items with an estimated useful life greater than thirty years are not included in this report at this time. Updating of the reserve study should be performed every two years to ensure proper funding is provided as the longer life items move within the 30-year evaluation period as the property ages.

Strategic Inspections was advised that purchasers are required to contribute one month of maintenance charges at closing to a dedicated reserve account. The one month for reserves will be deposited into the reserve account at each closing. This study utilizes an estimate of 13 closings in the first year of operations, 15 closings in year two, and two closings in year three. One month of purchaser's maintenance contribution is estimated to be $2,110.78 per unit. Therefore, SI has estimated that $27,440.14 will be deposited into the reserve account by the end of year one, $31,661.70 will be deposited into the reserve

account by the end of year two, and $4,221.56 will be deposited into the reserve account by the end of year three.

As shown in the table below, the results of this reserve study show that a total of $32,376.00 in year one, $35,613.60 in year two, $39,174.96 in year three, and $43,092.48 in year four are required to be deposited into the reserve fund over the first four years. Assuming the aforementioned $27,440.14 is deposited in year one, the $31,661.70 is deposited in year two, and the $4,221.56 is deposited in year three; the additional annual contribution for the initial year of this Reserve Study is $4,935.86, $3,951.90 for year two, and $34,953.40 for year three. Year four reserve contributions should increase to $43,092.48, with an annual increase of 10.0% per year over the remaining 30-year term.

As of January 1, 2021, the current replacement cost of the reserve items is $2,101,449. With an annual compounded inflation rate of 2.33% the future replacement cost is $3,408,095.

The following chart summarizes the required residential contributions (budget line item) for the first five years of this study, accounting for the aforementioned contributions at closings.

Year	Total Required Reserve Contribution	Estimated # Of Closings	1 Month Common Charge at Closing	Total Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Budget Line Item (Total Required Reserve Contribtuions above Contributions at Closings)
2021	$ 32,376.00	13	$2,110.78	$ 27,440.14	$ 4,935.86
2022	$ 35,613.60	15	$2,110.78	$ 31,661.70	$ 3,951.90
2023	$ 39,174.96	2	$2,110.78	$ 4,221.56	$ 34,953.40
2024	$ 43,092.48			$ -	$ 43,092.48
2025	$ 47,401.68			$ -	$ 47,401.68

The operating budget should include a line item to cover the 1st year's recommended reserve amount of $4,935.86 or $164.53 per unit.

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 partial drawings and mutually agreed assumptions
- 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 128 West 23rd Street Condominium Development.

The following documents were made available and were reviewed during the course of our study:

- 128 West 23rd Street Condominium - 100% CD construction drawings, generally dated December 7, 2018, prepared by Kutnicki Bernstein Architects
- 28 West 23rd Street Condominium - Architect's Report prepared by Kutnicki Bernstein Architects, undated
- Draft Budget for 128 West 23rd Street Condominium, dated July 30, 2019
- Schedule B – Projected Budget for First Year of Condominium Operation Beginning January 1, 2021 – electronically dated September 16, 2019

5.0 BUILDING EVALUATION

A complete review and analysis of all available construction drawings for the subject property was performed. The following was observed and noted during this review. A site

inspection was not performed on this site. However, it is recommended that an inspection be performed prior to completing an update on this report.

Structure

The description of the structural and foundation systems is based on the review and analysis of the construction drawings and our experience with similar buildings.

The foundation will be a spread and mat foundation bearing on bedrock. The building superstructure will be reinforced cast-in-place concrete flat plate system supported by concrete columns and shear walls.

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 buildings.

Exterior and Roof

For the purpose of this study, the building exterior and roof system will be new and in excellent working condition.

The exterior of the building will consist of a combination of Terracotta rainscreen system and Exterior Insulating Finish System (EIFS). The windows will be new aluminum frame, double glazed, argon filled type windows. The entrance doors will be metal-framed swing doors with glass panels. The service doors will be metal-framed doors with glass panels. Based on expected useful life, replacement of the windows, entrance doors and service doors is anticipated during the reserve period. The exterior of the building will be new and in good/excellent condition, however, we have included an allowance for periodic caulking and sealing of 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. It is assumed the cost of the inspections will be included in the building's maintenance budget; however, we have included cost to perform periodic repairs during the reserve period.

The planned roof system will be an Insulated Roof Membrane Assembly (IRMA). The membrane will be covered with concrete pavers. The parapet will be an extension of the exterior wall with aluminum railing and aluminum coping. The bulkheads will be constructed of reinforced concrete/nominal 6" concrete block. Based on an expected useful life of 20 years for this type of roofing system, replacement of the roof surface is anticipated during the reserve period. The concrete roofing pavers have an indeterminately long useful life; however, we have included an allowance for replacement of the concrete pavers due to damage at the time of the roof replacement. It should be noted that the roof membrane will have a 20-year material and labor manufacturer's system warranty.

There will be a common terrace on the 2nd floor roof and private and common terraces on the roof. The terraces will be finished with concrete pavers over the roofing system. The railings will be glass and aluminum. Based on expected useful life, we have included an allowance for replacement/repairs to the concrete pavers and painting of the railings during the reserve period.

Mechanical, Electrical and Plumbing

For the purpose of this study, all mechanical, electrical and plumbing systems are new and in excellent working condition.

Primary building cooling and heating systems for all units and certain common elements including the lobby, gym, etc. will be by variable refrigerant flow (VRF) heat pump systems. There are multiple roof-mounted condensing units which are shared between individual units. There are multiple fan coil units dedicated to common areas.

There will be a 30-Ton rooftop air conditioning unit on the roof of the building for supplemental corridor cooling. This unit will also be used for building make-up air supply. The unit will be new and assumed to be in good/excellent condition. Based on expected useful life, replacement of this unit is anticipated during the reserve period.

All heating and cooling equipment will be new and assumed to be in good/excellent condition. The condensing units have an estimated useful life (EUL) of 15 years. The fan coil units have EULs of 15 to 20 years. The packaged unit has an EUL of 20 years. Based on expected useful life, replacement of the condensing units, heat pump/fan coil units, and packaged HVAC units is anticipated during the reserve period.

Supplemental heating will be provided by small capacity electric unit heaters and cabinet heaters. This equipment will be new and assumed to be in good/excellent condition. The electric heaters will have EULs of 15 years. Based on expected useful life, replacement of the heaters is anticipated during the reserve period.

Building ventilation is provided via a series of 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 will be provided to the building from the municipal supply system where it will be pumped throughout the building by a duplex water pump booster system. Based on expected useful life, replacement of this equipment is anticipated during the reserve period.

Heating for hot water will be provided to the building by two (2) 199,000 BTU gas-fired water heaters. The hot water system will be provided with hot water recirculation piping and a pump to maintain hot water temperature. The water heaters and pumps will be new and in good condition. Based on expected useful life, replacement of this equipment is anticipated during the reserve period.

There will be duplex sewerage ejector pumps and multiple sump pumps. These pumps will be new and assumed to be in good condition. Based on expected useful life, replacement of the pumps is anticipated during the reserve period.

The electrical and gas service will be provided by Consolidated Edison. The building will have 3,000 amp, 120-208 volts, 3 phase, 4 wire service. Based on expected useful life, replacement of the switchgears is not anticipated during the reserve period.

There will be an 80-kW gas-fired back-up generator located on the roof to provide emergency power to critical building systems. Based on an expected useful life of 25 years, replacement of the generators are anticipated during the reserve period.

The common area lighting on the interior of the building will be new and in good condition. Based on expected useful life, replacement of the corridor lighting is anticipated during the reserve period. We have included an allowance per floor to replace the interior lighting.

Interior

The main entrance lobby for the condominium will have terrazzo flooring, painted and wallpapered walls and painted ceilings. Based on expected useful life, polishing of the floors, replacement of the wallpaper, and repainting of the walls and ceiling is anticipated during the reserve period.

The common corridors above the lobby floor will have carpeted and porcelain tiled floors, wall covering on the walls, and painted ceilings. The common interior finishes will be new and in good condition. Based on the expected useful life, repainting of the ceilings, replacement of the wall covering, and replacement of the carpet and tile is anticipated during the reserve period. Therefore, an allowance to replace all of these finishes is included in this reserve study.

The stairs in the building will be poured in place concrete with metal railings. The walls 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 two (2) traction passenger elevators for residential use and one hydraulic (1) service/passenger elevator for retail use. The elevators and elevator machinery will be new and assumed to be in good condition. Based on expected useful life, replacement of the elevator controllers, machinery, and elevator cabs is anticipated during the reserve period. Since the hydraulic elevator is exclusive to the commercial unit, SI has not included cost in this study.

There will be a mailroom with wall-mounted recessed mailboxes located off of 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 mailboxes and furnishing is anticipated during the reserve period.

A gym with lounge area and kitchen will be located on the second floor of the building. The amenity area will have wood flooring, and painted walls and ceilings. The finishes and equipment will be new and in good condition. Based on the expected useful life, replacement of the flooring, furnishings, and equipment, and repainting of the walls and ceilings are anticipated during the reserve period. Therefore, an allowance to replace all of these finishes and equipment is included in this reserve study.

There will be common outdoor terraces located on the 2nd floor and roof. The outdoor spaces will be finished with concrete pavers previously discussed under the Exterior and Roofing heading and associated costs for repair and replacement have been discussed in that section. It is assumed the outdoor terraces will be furnished with a grill, sitting areas, and will be landscaped. We included a periodic allowance for replacement of the landscaping, finishes and furnishings.

There will be residential storage units and bike storage located in the Cellar level of the building. The storage and bike rooms will have sealed flooring and painted walls and ceiling. Based on expected useful life, replacement of these finishes is anticipated during the reserve period.

There will be a trash compactor located in building. The compactor will be new and in good condition. Replacement of the trash compactor is anticipated during the reserve period.

There will be a video intercom security system installed. Based on an expected useful life of 15 years, replacement of this system is anticipated during the reserve period.

There will be a security camera system in the building that will be new and in good to excellent condition. Based on the expected useful life, replacement of the security camera system is anticipated during the reserve period.

There will be a fire sprinkler system that covers the building. The sprinkler system will be supplied from the fire pumps 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

Strategic Inspections was advised that purchasers are required to contribute one month of maintenance charges at closing to a dedicated reserve account. The one month for reserves will be deposited into the reserve account at each closing. This study utilizes an estimate of 13 closings in the first year of operations, 15 closings in year two, and two closings in year three. One month of purchaser's maintenance contribution is estimated to be $2,110.78 per unit. Therefore, SI has estimated that $27,440.14 will be deposited into the reserve account by the end of year one, $31,661.70 will be deposited into the reserve account by the end of year two, and $4,221.56 will be deposited into the reserve account by the end of year three.

As shown in the table below, the results of this reserve study show that a total of $32,376.00 in year one, $35,613.60 in year two, $39,174.96 in year three, and $43,092.48 in year four are required to be deposited into the reserve fund over the first four years. Assuming the aforementioned $27,440.14 is deposited in year one, the $31,661.70 is deposited in year two, and the $4,221.56 is deposited in year three; the additional annual contribution for the initial year of this Reserve Study is $4,935.86, $3,951.90 for year two, and $34,953.40 for year three. Year four reserve contributions should increase to $43,092.48, with an annual increase of 10.0% per year over the remaining 30-year term.

As of January 1, 2021, the current replacement cost of the reserve items is $2,101,449. With an annual compounded inflation rate of 2.33% the future replacement cost is $3,408,095.

The following chart summarizes the required residential contributions (budget line item) for the first five years of this study, accounting for the aforementioned contributions at closings.

Year	Total Required Reserve Contribution	Estimated # Of Closings	1 Month Common Charge at Closing	Total Yearly Reserve Contribution from 1 Month Contributions at Closings	Required Budget Line Item (Total Required Reserve Contribtuions above Contributions at Closings)
2021	$ 32,376.00	13	$2,110.78	$ 27,440.14	$ 4,935.86
2022	$ 35,613.60	15	$2,110.78	$ 31,661.70	$ 3,951.90
2023	$ 39,174.96	2	$2,110.78	$ 4,221.56	$ 34,953.40
2024	$ 43,092.48			$ -	$ 43,092.48
2025	$ 47,401.68			$ -	$ 47,401.68

8.0 FUNDING PLAN

The operating budget should include a line item to cover the 1st year's recommended reserve amount of $4,935.86 or $164.53 per unit.

9.0 LIMITATIONS

The observations described in this study are valid as to the date of the investigation, if one was performed, 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. Yearly updating of the reserve study should be performed 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.

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,



David A. Pertuit, Jr., P.E.
Strategic Inspections, LLC.

Appendix A: RESERVE FUND ANALYSIS

Property - Definition

Property Information

Property	128 West 23rd Street Condominium	Initial Date		January 1, 2021
Address	128-130 West 23rd Street	Analysis Date		January 1, 2021
City	New York	Number of Phases		1
State	New York	Number of Units		30
Zip	10011	Number of Models		1
Phone		Current Cost	$	2,101,448.56

Item Parameters

Common Area	57
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	-77.50	%		
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	Feet

Financial - Analysis Summary

Global Factors		
Rate of Inflation	2.33	%
Net Rate of Investment	1.00	%
Weighted Average Life	21:03	YY:MM
Contribution Factor	10.00	%
Adjustment Factor	-77.50	%
Contingency Factor	0.00	%
Contingency Time	0:00	YY:MM

Replacement Costs		
Current Cost	$	2,101,448.56
Future Cost	$	3,408,095.26

Fund Balances		
Current Balance	$	0.00
Future Balance	$	0.00

Funds Required		
Funds Required	$	3,408,095.26
Monthly Contribution	$	2,698.00

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Amenities								
Common Area Restroom	7/2036	$ 4,500.00	2 EA	$ 9,000	15:00	15:00	15:00	$ 12,760
Elevator cab doors	7/2046	4,000.00	2 EA	8,000	25:00	25:00	25:00	14,315
Elevator Cabs	7/2036	11,500.00	2 EA	23,000	15:00	15:00	15:00	32,611
Elevator controller	7/2041	20,000.00	2 EA	40,000	20:00	20:00	20:00	63,715
Elevator Machinery upgrades	6/2051	175,000.00	2 LS	350,000	30:00	30:00	29:11	702,268
Elevator shaftway doors	7/2046	3,000.00	34 EA	102,000	25:00	25:00	25:00	182,528
Fitness Equipment - Cardio	7/2031	5,000.00	4 Piece	20,000	10:00	10:00	10:00	25,241
Fitness Equipment - Strength	7/2031	3,000.00	3 Piece	9,000	10:00	10:00	10:00	11,358
Lobby Furnishings	7/2033	20.00	373 SF	7,460	12:00	12:00	12:00	9,863
Lounge furnishings	7/2036	20,000.00	1 LS	20,000	15:00	15:00	15:00	28,357
Mailboxes	7/2046	75.00	30 EA	2,250	25:00	25:00	25:00	4,026
Roof Deck Furnishings	7/2031	10,000.00	2 LS	20,000	10:00	10:00	10:00	25,241
Roof Deck Landscaping	7/2031	15,000.00	2 LS	30,000	10:00	10:00	10:00	37,862
Security Camera System	7/2036	500.00	10 Camera	5,000	15:00	15:00	15:00	7,089
Trash Compactor	7/2043	24,000.00	1 EA	24,000	22:00	22:00	22:00	40,051
				$ 669,710				$ 1,197,294
Building Exterior								
Balcony-Conc.-Seal/Repair	7/2031	$ 1,000.00	12 EA	$ 12,000	10:00	10:00	10:00	$ 15,145
Exterior Caulking and Sealants	7/2031	25,000.00	1 LS	25,000	10:00	10:00	10:00	31,552
Exterior Light - Misc.	7/2031	5,000.00	1 LS	5,000	10:00	10:00	10:00	6,310
Glass Entrance Doors	7/2046	6,200.00	2 LS	12,400	25:00	25:00	25:00	22,189
IRMA W/ Pavers	7/2042	35.00	4,950 SF	173,250	20:00	21:00	21:00	282,466
Seal and Paint Exterior	7/2031	3.00	45,000 SF	135,000	10:00	10:00	10:00	170,383
Windows	7/2046	8,000.00	30 Unit	240,000	25:00	25:00	25:00	429,479
				$ 602,650				$ 957,527
Building Interior								
Carpet	7/2029	$ 8.50	3,270 SF	$ 27,795	8:00	8:00	8:00	$ 33,484

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Building Interior								
Ceramic or Porcelain Tile Flooring	7/2041	$ 20.00	750 SF	$ 15,000	20:00	20:00	20:00	$ 23,893
Intercom System	7/2036	10,000.00	1 EA	10,000	15:00	15:00	15:00	14,178
Paint Stairs	7/2031	500.00	17 Floor	8,500	10:00	10:00	10:00	10,727
Paint Walls and Ceiling	7/2028	1.26	6,590 SF	8,303	7:00	7:00	7:00	9,772
Super's Office Upgrades	7/2041	5,000.00	1 LS	5,000	20:00	20:00	20:00	7,964
Terrazzo - Polish	7/2031	5.00	632 SF	3,160	10:00	10:00	10:00	3,988
Wall Covering	7/2036	8.00	3,342 SF	26,736	15:00	15:00	15:00	37,908
Wood flooring	7/2041	10.00	1,225 SF	12,250	20:00	20:00	20:00	19,512
				$ 116,744				$ 161,430
Mechanical								
1-5 kw electric heater	7/2036	$ 1,700.00	4 EA	$ 6,800	15:00	15:00	15:00	$ 9,641
Air Cooled Condenser Unit - 1.5-Ton	7/2036	2,850.00	2 EA	5,700	15:00	15:00	15:00	8,081
Corridor Lighting	7/2046	2,500.00	15 Floor	37,500	25:00	25:00	25:00	67,106
Duplex DW Booster Pumps 250 GPM	7/2036	36,000.00	1 EA	36,000	15:00	15:00	15:00	51,043
Duplex Sewage Ejector Pump	7/2046	3,198.00	1 EA	3,198	25:00	25:00	25:00	5,722
Elevator Sump Pump	7/2041	1,950.00	2 EA	3,900	20:00	20:00	20:00	6,212
Fans, roof mounted, direct drive, 1/4 H.P.	7/2041	1,106.27	3 EA	3,318	20:00	20:00	20:00	5,286
Fans, roof mounted, direct drive, 3/4 H.P.	7/2041	1,606.39	1 EA	1,606	20:00	20:00	20:00	2,558
Fans, utility set, 1/2 H.P.	7/2041	3,431.45	1 EA	3,431	20:00	20:00	20:00	5,465
Fans, utility set, 1/4 H.P.	7/2041	2,571.59	2 EA	5,143	20:00	20:00	20:00	8,192
Fans,AXIAL, 1-1/2 H.P.	7/2041	5,952.15	2 EA	11,904	20:00	20:00	20:00	18,962
Fire Pump/Jockey Pump 500 GPM	7/2041	29,209.00	1 EA	29,209	20:00	20:00	20:00	46,526
Generator, gas, 80 kW	7/2046	85,000.00	1 EA	85,000	25:00	25:00	25:00	152,107
RTU, single zone, 30-ton	7/2041	70,627.53	1 EA	70,627	20:00	20:00	20:00	112,501
Simplex Sump Pump	7/2041	1,950.00	1 EA	1,950	20:00	20:00	20:00	3,106
VRV Condenser - 14-Ton	7/2036	42,000.00	4 EA	168,000	15:00	15:00	15:00	238,203
VRV Condenser - 16-Ton	7/2038	45,000.00	3 EA	135,000	17:00	17:00	17:00	200,535

Item Parameters - Summary

Category Reserve Item	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Mechanical								
VRV Condenser - 6-Ton	7/2036	$ 30,000.00	1 EA	$ 30,000	15:00	15:00	15:00	$ 42,536
VRV Fan Coil - Ceil Concealed - 0.75-Ton	7/2041	2,840.00	1 EA	2,840	20:00	20:00	20:00	4,523
VRV Fan Coil - Ceil Concealed - 1.5-Ton	7/2041	3,015.00	1 EA	3,015	20:00	20:00	20:00	4,802
VRV Fan Coil - Ceil Concealed - 2-Ton	7/2041	3,370.00	1 EA	3,370	20:00	20:00	20:00	5,368
VRV Fan Coil - Ceil Concealed - 4-Ton	7/2041	4,100.00	2 EA	8,200	20:00	20:00	20:00	13,061
VRV Fan Coil - Wall Mount - 1.5-Ton	7/2036	2,130.00	2 EA	4,260	15:00	15:00	15:00	6,040
Water heater, gas fired, 200 MBH	7/2036	14,075.75	2 EA	28,151	15:00	15:00	15:00	39,915
				$ 688,125				$ 1,057,502
Other								
Fire Alarm Panel	7/2036	$ 12,219.00	1 EA	$ 12,219	15:00	15:00	15:00	$ 17,325
Fire Alarm System	7/2036	400.00	30 Unit	12,000	15:00	15:00	15:00	17,014
				$ 24,219				$ 34,339
				$ 2,101,448				$ 3,408,095

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
1-5 kw electric heater									
		01/01/2036	$ 1,700.00	4 EA	$ 6,800	15:00	15:00	15:00	$ 9,641
					$ 6,800				$ 9,641
Air Cooled Condenser Unit - 1.5-Ton									
ATS Room	ACCU-9	01/01/2036	$ 2,850.00	1 EA	$ 2,850	15:00	15:00	15:00	$ 4,040
EMR	ACCU-10	01/01/2036	2,850.00	1 EA	2,850	15:00	15:00	15:00	4,040
					$ 5,700				$ 8,081
Balcony-Conc.-Seal/Repair									
		01/01/2031	$ 1,000.00	12 EA	$ 12,000	10:00	10:00	10:00	$ 15,145
					$ 12,000				$ 15,145
Carpet									
Corridors		01/01/2029	$ 8.50	3,270 SF	$ 27,795	8:00	8:00	8:00	$ 33,484
					$ 27,795				$ 33,484
Ceramic or Porcelain Tile Flooring									
Corridors		01/01/2041	$ 20.00	750 SF	$ 15,000	20:00	20:00	20:00	$ 23,893
					$ 15,000				$ 23,893
Common Area Restroom									
		01/01/2036	$ 4,500.00	2 EA	$ 9,000	15:00	15:00	15:00	$ 12,760
					$ 9,000				$ 12,760
Corridor Lighting									
		01/01/2046	$ 2,500.00	15 Floor	$ 37,500	25:00	25:00	25:00	$ 67,106
					$ 37,500				$ 67,106
Duplex DW Booster Pumps 250 GPM									
		01/01/2036	$ 36,000.00	1 EA	$ 36,000	15:00	15:00	15:00	$ 51,043
					$ 36,000				$ 51,043

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Duplex Sewage Ejector Pump									
		01/01/2046	$ 3,198.00	1 EA	$ 3,198	25:00	25:00	25:00	$ 5,722
					$ 3,198				$ 5,722
Elevator cab doors									
		01/01/2046	$ 4,000.00	2 EA	$ 8,000	25:00	25:00	25:00	$ 14,315
					$ 8,000				$ 14,315
Elevator Cabs									
		01/01/2036	$ 11,500.00	2 EA	$ 23,000	15:00	15:00	15:00	$ 32,611
					$ 23,000				$ 32,611
Elevator controller									
		01/01/2041	$ 20,000.00	2 EA	$ 40,000	20:00	20:00	20:00	$ 63,715
					$ 40,000				$ 63,715
Elevator Machinery upgrades									
		12/01/2050	$ 175,000.00	2 LS	$ 350,000	30:00	30:00	29:11	$ 702,268
					$ 350,000				$ 702,268
Elevator shaftway doors									
		01/01/2046	$ 3,000.00	34 EA	$ 102,000	25:00	25:00	25:00	$ 182,528
					$ 102,000				$ 182,528
Elevator Sump Pump									
		01/01/2041	$ 1,950.00	2 EA	$ 3,900	20:00	20:00	20:00	$ 6,212
					$ 3,900				$ 6,212
Exterior Caulking and Sealants									
		01/01/2031	$ 25,000.00	1 LS	$ 25,000	10:00	10:00	10:00	$ 31,552
					$ 25,000				$ 31,552
Exterior Light - Misc.									
		01/01/2031	$ 5,000.00	1 LS	$ 5,000	10:00	10:00	10:00	$ 6,310

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Fans, roof mounted, direct drive, 1/4 H.P.									
					$ 5,000				$ 6,310
	TX-1	01/01/2041	$ 1,106.27	1 EA	$ 1,106	20:00	20:00	20:00	$ 1,762
	KX-1	01/01/2041	1,106.27	1 EA	1,106	20:00	20:00	20:00	1,762
	SX-1	01/01/2041	1,106.27	1 EA	1,106	20:00	20:00	20:00	1,762
					$ 3,318				$ 5,286
Fans, roof mounted, direct drive, 3/4 H.P.									
	CX-1	01/01/2041	$ 1,606.39	1 EA	$ 1,606	20:00	20:00	20:00	$ 2,558
					$ 1,606				$ 2,558
Fans, utility set, 1/2 H.P.									
	TX-2	01/01/2041	$ 3,431.45	1 EA	$ 3,431	20:00	20:00	20:00	$ 5,465
					$ 3,431				$ 5,465
Fans, utility set, 1/4 H.P.									
	TX-3	01/01/2041	$ 2,571.59	1 EA	$ 2,571	20:00	20:00	20:00	$ 4,096
	KX-2	01/01/2041	2,571.59	1 EA	2,571	20:00	20:00	20:00	4,096
					$ 5,143				$ 8,192
Fans,AXIAL, 1-1/2 H.P.									
	PFSP-1,2	01/01/2041	$ 5,952.15	2 EA	$ 11,904	20:00	20:00	20:00	$ 18,962
					$ 11,904				$ 18,962
Fire Alarm Panel									
		01/01/2036	$ 12,219.00	1 EA	$ 12,219	15:00	15:00	15:00	$ 17,325
					$ 12,219				$ 17,325
Fire Alarm System									
		01/01/2036	$ 400.00	30 Unit	$ 12,000	15:00	15:00	15:00	$ 17,014
					$ 12,000				$ 17,014

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 500 GPM									
		01/01/2041	$ 29,209.00	1 EA	$ 29,209	20:00	20:00	20:00	$ 46,526
					$ 29,209				$ 46,526
Fitness Equipment - Cardio									
		01/01/2031	$ 5,000.00	4 Piece	$ 20,000	10:00	10:00	10:00	$ 25,241
					$ 20,000				$ 25,241
Fitness Equipment - Strength									
		01/01/2031	$ 3,000.00	3 Piece	$ 9,000	10:00	10:00	10:00	$ 11,358
					$ 9,000				$ 11,358
Generator, gas, 80 kW									
		01/01/2046	$ 85,000.00	1 EA	$ 85,000	25:00	25:00	25:00	$ 152,107
					$ 85,000				$ 152,107
Glass Entrance Doors									
		01/01/2046	$ 6,200.00	2 LS	$ 12,400	25:00	25:00	25:00	$ 22,189
					$ 12,400				$ 22,189
Intercom System									
		01/01/2036	$ 10,000.00	1 EA	$ 10,000	15:00	15:00	15:00	$ 14,178
					$ 10,000				$ 14,178
IRMA W/ Pavers									
		01/01/2042	$ 35.00	4,950 SF	$ 173,250	20:00	21:00	21:00	$ 282,466
					$ 173,250				$ 282,466
Lobby Furnishings									
		01/01/2033	$ 20.00	373 SF	$ 7,460	12:00	12:00	12:00	$ 9,863
					$ 7,460				$ 9,863
Lounge furnishings									
		01/01/2036	$ 20,000.00	1 LS	$ 20,000	15:00	15:00	15:00	$ 28,357

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Mailboxes									
					$ 20,000				$ 28,357
		01/01/2046	$ 75.00	30 EA	$ 2,250	25:00	25:00	25:00	$ 4,026
					$ 2,250				$ 4,026
Paint Stairs									
		01/01/2031	$ 500.00	17 Floor	$ 8,500	10:00	10:00	10:00	$ 10,727
					$ 8,500				$ 10,727
Paint Walls and Ceiling									
Corridors Ceiling		01/01/2028	$ 1.26	3,270 SF	$ 4,120	7:00	7:00	7:00	$ 4,849
Lobby		01/01/2028	1.26	1,270 SF	1,600	7:00	7:00	7:00	1,883
Gym/Lounge		01/01/2028	1.26	2,050 SF	2,583	7:00	7:00	7:00	3,040
					$ 8,303				$ 9,772
Roof Deck Furnishings									
		01/01/2031	$ 10,000.00	2 LS	$ 20,000	10:00	10:00	10:00	$ 25,241
					$ 20,000				$ 25,241
Roof Deck Landscaping									
		01/01/2031	$ 15,000.00	2 LS	$ 30,000	10:00	10:00	10:00	$ 37,862
					$ 30,000				$ 37,862
RTU, single zone, 30 ton									
Corridors/make-	RTU-1	01/01/2041	$ 70,627.53	1 EA	$ 70,627	20:00	20:00	20:00	$ 112,501
					$ 70,627				$ 112,501
Seal and Paint Exterior									
		01/01/2031	$ 3.00	45,000 SF	$ 135,000	10:00	10:00	10:00	$ 170,383
					$ 135,000				$ 170,383

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Security Camera System									
		01/01/2036	$ 500.00	10 Camera	$ 5,000	15:00	15:00	15:00	$ 7,089
					$ 5,000				$ 7,089
Simplex Sump Pump									
		01/01/2041	$ 1,950.00	1 EA	$ 1,950	20:00	20:00	20:00	$ 3,106
					$ 1,950				$ 3,106
Super's Office Upgrades									
		01/01/2041	$ 5,000.00	1 LS	$ 5,000	20:00	20:00	20:00	$ 7,964
					$ 5,000				$ 7,964
Terrazzo - Polish									
Lobby		01/01/2031	$ 5.00	632 SF	$ 3,160	10:00	10:00	10:00	$ 3,988
					$ 3,160				$ 3,988
Trash Compactor									
		01/01/2043	$ 24,000.00	1 EA	$ 24,000	22:00	22:00	22:00	$ 40,051
					$ 24,000				$ 40,051
VRV Condenser - 14-Ton									
	ACCU-5	01/01/2036	$ 42,000.00	1 EA	$ 42,000	15:00	15:00	15:00	$ 59,550
	ACCU-6	01/01/2036	42,000.00	1 EA	42,000	15:00	15:00	15:00	59,550
	ACCU-7	01/01/2036	42,000.00	1 EA	42,000	15:00	15:00	15:00	59,550
	ACCU-8	01/01/2036	42,000.00	1 EA	42,000	15:00	15:00	15:00	59,550
					$ 168,000				$ 238,203
VRV Condenser - 16-Ton									
	ACCU-2	01/01/2038	$ 45,000.00	1 EA	$ 45,000	17:00	17:00	17:00	$ 66,845
	ACCU-3	01/01/2038	45,000.00	1 EA	45,000	17:00	17:00	17:00	66,845
	ACCU-4	01/01/2038	45,000.00	1 EA	45,000	17:00	17:00	17:00	66,845
					$ 135,000				$ 200,535

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
VRV Condenser - 6-Ton									
	ACCU-1	01/01/2036	$ 30,000.00	1 EA	$ 30,000	15:00	15:00	15:00	$ 42,536
					$ 30,000				$ 42,536
VRV Fan Coil - Ceil Concealed - 0.75-Ton									
SUPER'S OFFICE	AH-C-3	01/01/2041	$ 2,840.00	1 EA	$ 2,840	20:00	20:00	20:00	$ 4,523
					$ 2,840				$ 4,523
VRV Fan Coil - Ceil Concealed - 1.5-Ton									
TELECOM CL	AH-C-1	01/01/2041	$ 3,015.00	1 EA	$ 3,015	20:00	20:00	20:00	$ 4,802
					$ 3,015				$ 4,802
VRV Fan Coil - Ceil Concealed - 2-Ton									
LOBBY	AH-1-1	01/01/2041	$ 3,370.00	1 EA	$ 3,370	20:00	20:00	20:00	$ 5,368
					$ 3,370				$ 5,368
VRV Fan Coil - Ceil Concealed - 4-Ton									
GYM	AH-2-1	01/01/2041	$ 4,100.00	1 EA	$ 4,100	20:00	20:00	20:00	$ 6,530
LOUNGE	AH-2-2	01/01/2041	4,100.00	1 EA	4,100	20:00	20:00	20:00	6,530
					$ 8,200				$ 13,061
VRV Fan Coil - Wall Mount - 1.5-Ton									
ATS ROOM	AH-ATS-1	01/01/2036	$ 2,130.00	1 EA	$ 2,130	15:00	15:00	15:00	$ 3,020
EMR	AH-EMR-1	01/01/2036	2,130.00	1 EA	2,130	15:00	15:00	15:00	3,020
					$ 4,260				$ 6,040
Wall Covering									
Corridors		01/01/2036	$ 8.00	3,042 SF	$ 24,336	15:00	15:00	15:00	$ 34,505
Mailroom		01/01/2036	8.00	300 SF	2,400	15:00	15:00	15:00	3,402
					$ 26,736				$ 37,908
Water heater, gas fired, 200 MBH									
		01/01/2036	$ 14,075.75	2 EA	$ 28,151	15:00	15:00	15:00	$ 39,915
					$ 28,151				$ 39,915

Item Parameters - Detail

Reserve Item Location	Desc.	Replace Date	Basis Cost	Quantity	Current Cost	Est Life	Adj Life	Rem Life	Future Cost
Windows									
		01/01/2046	$ 8,000.00	30 Unit	$ 240,000	25:00	25:00	25:00	$ 429,479
					$ 240,000				$ 429,479
Wood flooring									
Gym/Lounge		01/01/2041	$ 10.00	1,225 SF	$ 12,250	20:00	20:00	20:00	$ 19,512
					$ 12,250				$ 19,512
					$ 2,101,448				$ 3,408,095

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1-5 kw electric heater										
Air Cooled Condenser Unit - 1.5-Ton										
Balcony-Conc.-Seal/Repair										
Carpet									33,484	
Ceramic or Porcelain Tile Flooring										
Common Area Restroom										
Corridor Lighting										
Duplex DW Booster Pumps 250 GPM										
Duplex Sewage Ejector Pump										
Elevator cab doors										
Elevator Cabs										
Elevator controller										
Elevator Machinery upgrades										
Elevator shaftway doors										
Elevator Sump Pump										
Exterior Caulking and Sealants										
Exterior Light - Misc.										
Fans, roof mounted, direct drive, 1/4 H										
Fans, roof mounted, direct drive, 3/4 H										
Fans, utility set, 1/2 H.P.										
Fans, utility set, 1/4 H.P.										
Fans,AXIAL, 1-1/2 H.P.										
Fire Alarm Panel										
Fire Alarm System										
Fire Pump/Jockey Pump 500 GPM										
Fitness Equipment - Cardio										
Fitness Equipment - Strength										
Generator, gas, 80 kW										
Glass Entrance Doors										

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Intercom System										
IRMA W/ Pavers										
Lobby Furnishings										
Lounge furnishings										
Mailboxes										
Paint Stairs										
Paint Walls and Ceiling								9,772		
Roof Deck Furnishings										
Roof Deck Landscaping										
RTU, single zone, 30 ton										
Seal and Paint Exterior										
Security Camera System										
Simplex Sump Pump										
Super's Office Upgrades										
Terrazzo - Polish										
Trash Compactor										
VRV Condenser - 14-Ton										
VRV Condenser - 16-Ton										
VRV Condenser - 6-Ton										
VRV Fan Coil - Ceil Concealed - 0.75-To										
VRV Fan Coil - Ceil Concealed - 1.5-Ton										
VRV Fan Coil - Ceil Concealed - 2-Ton										
VRV Fan Coil - Ceil Concealed - 4-Ton										
VRV Fan Coil - Wall Mount - 1.5-Ton										
Wall Covering										
Water heater, gas fired, 200 MBH										
Windows										
Wood flooring										

Expenditures

Reserve Item	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 0	$ 9,772	$ 33,484	$ 0

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
1-5 kw electric heater						$ 9,641				
Air Cooled Condenser Unit - 1.5-Ton						8,081				
Balcony-Conc.-Seal/Repair	15,145									
Carpet							40,338			
Ceramic or Porcelain Tile Flooring										
Common Area Restroom						12,760				
Corridor Lighting										
Duplex DW Booster Pumps 250 GPM						51,043				
Duplex Sewage Ejector Pump										
Elevator cab doors										
Elevator Cabs						32,611				
Elevator controller										
Elevator Machinery upgrades										
Elevator shaftway doors										
Elevator Sump Pump										
Exterior Caulking and Sealants	31,552									
Exterior Light - Misc.	6,310									
Fans, roof mounted, direct drive, 1/4 H										
Fans, roof mounted, direct drive, 3/4 H										
Fans, utility set, 1/2 H.P.										
Fans, utility set, 1/4 H.P.										
Fans,AXIAL, 1-1/2 H.P.										
Fire Alarm Panel						17,325				
Fire Alarm System						17,014				
Fire Pump/Jockey Pump 500 GPM										
Fitness Equipment - Cardio	25,241									
Fitness Equipment - Strength	11,358									
Generator, gas, 80 kW										
Glass Entrance Doors										

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Intercom System						14,178				
IRMA W/ Pavers										
Lobby Furnishings			9,863							
Lounge furnishings						28,357				
Mailboxes										
Paint Stairs	10,727									
Paint Walls and Ceiling					11,502					
Roof Deck Furnishings	25,241									
Roof Deck Landscaping	37,862									
RTU, single zone, 30 ton										
Seal and Paint Exterior	170,383									
Security Camera System						7,089				
Simplex Sump Pump										
Super's Office Upgrades										
Terrazzo - Polish	3,988									
Trash Compactor										
VRV Condenser - 14-Ton						238,203				
VRV Condenser - 16-Ton								200,535		
VRV Condenser - 6-Ton						42,536				
VRV Fan Coil - Ceil Concealed - 0.75-To										
VRV Fan Coil - Ceil Concealed - 1.5-Ton										
VRV Fan Coil - Ceil Concealed - 2-Ton										
VRV Fan Coil - Ceil Concealed - 4-Ton										
VRV Fan Coil - Wall Mount - 1.5-Ton						6,040				
Wall Covering						37,908				
Water heater, gas fired, 200 MBH						39,915				
Windows										
Wood flooring										

Expenditures

Reserve Item	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
	$ 337,812	$ 0	$ 9,863	$ 0	$ 11,502	$ 562,708	$ 40,338	$ 200,535	$ 0	$ 0

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
1-5 kw electric heater										
Air Cooled Condenser Unit - 1.5-Ton										
Balcony-Conc.-Seal/Repair	19,114									
Carpet					48,594					
Ceramic or Porcelain Tile Flooring	23,893									
Common Area Restroom										
Corridor Lighting						67,106				
Duplex DW Booster Pumps 250 GPM										
Duplex Sewage Ejector Pump						5,722				
Elevator cab doors						14,315				
Elevator Cabs										
Elevator controller	63,715									
Elevator Machinery upgrades										702,268
Elevator shaftway doors						182,528				
Elevator Sump Pump	6,212									
Exterior Caulking and Sealants	39,822									
Exterior Light - Misc.	7,964									
Fans, roof mounted, direct drive, 1/4 H	5,286									
Fans, roof mounted, direct drive, 3/4 H	2,558									
Fans, utility set, 1/2 H.P.	5,465									
Fans, utility set, 1/4 H.P.	8,192									
Fans,AXIAL, 1-1/2 H.P.	18,962									
Fire Alarm Panel										
Fire Alarm System										
Fire Pump/Jockey Pump 500 GPM	46,526									
Fitness Equipment - Cardio	31,857									
Fitness Equipment - Strength	14,335									
Generator, gas, 80 kW						152,107				
Glass Entrance Doors						22,189				

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Intercom System										
IRMA W/ Pavers		282,466								
Lobby Furnishings					13,042					
Lounge furnishings										
Mailboxes						4,026				
Paint Stairs	13,539									
Paint Walls and Ceiling		13,537							15,933	
Roof Deck Furnishings	31,857									
Roof Deck Landscaping	47,786									
RTU, single zone, 30 ton	112,501									
Seal and Paint Exterior	215,039									
Security Camera System										
Simplex Sump Pump	3,106									
Super's Office Upgrades	7,964									
Terrazzo - Polish	5,033									
Trash Compactor			40,051							
VRV Condenser - 14-Ton										
VRV Condenser - 16-Ton										
VRV Condenser - 6-Ton										
VRV Fan Coil - Ceil Concealed - 0.75-To	4,523									
VRV Fan Coil - Ceil Concealed - 1.5-Ton	4,802									
VRV Fan Coil - Ceil Concealed - 2-Ton	5,368									
VRV Fan Coil - Ceil Concealed - 4-Ton	13,061									
VRV Fan Coil - Wall Mount - 1.5-Ton										
Wall Covering										
Water heater, gas fired, 200 MBH										
Windows						429,479				
Wood flooring	19,512									

Expenditures

Reserve Item	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
	$ 778,006	$ 296,004	$ 40,051	$ 0	$ 61,637	$ 877,476	$ 0	$ 0	$ 15,933	$ 702,268

Cash Flow - Annual

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/21 - 12/21	$ 0.00	$ 32,376.00	$ 162.35	$ 0.00	$ 32,538.35
01/22 - 12/22	32,538.35	35,613.60	505.46	0.00	68,657.41
01/23 - 12/23	68,657.41	39,174.96	886.17	0.00	108,718.54
01/24 - 12/24	108,718.54	43,092.48	1,308.28	0.00	153,119.30
01/25 - 12/25	153,119.30	47,401.68	1,775.93	0.00	202,296.91
01/26 - 12/26	202,296.91	52,141.80	2,293.74	0.00	256,732.45
01/27 - 12/27	256,732.45	57,356.04	2,866.75	0.00	316,955.24
01/28 - 12/28	316,955.24	63,091.68	3,406.46	9,772.83	373,680.55
01/29 - 12/29	373,680.55	69,400.80	3,779.71	33,484.26	413,376.80
01/30 - 12/30	413,376.80	76,340.88	4,535.60	0.00	494,253.28
	$ 0.00	$ 515,989.92	$ 21,520.45	$ 43,257.09	$ 494,253.28

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/31 - 12/31	$ 494,253.28	$ 83,974.92	$ 2,134.73	$ 337,812.71	$ 242,550.22
01/32 - 12/32	242,550.22	92,372.40	2,899.87	0.00	337,822.49
01/33 - 12/33	337,822.49	101,609.64	3,808.35	9,863.93	433,376.55
01/34 - 12/34	433,376.55	111,770.64	4,914.18	0.00	550,061.37
01/35 - 12/35	550,061.37	122,947.68	6,031.72	11,502.31	667,538.46
01/36 - 12/36	667,538.46	135,242.40	1,967.94	562,708.14	242,040.66
01/37 - 12/37	242,040.66	148,766.64	2,789.28	40,338.03	353,258.55
01/38 - 12/38	353,258.55	163,643.28	2,439.19	200,535.39	318,805.63
01/39 - 12/39	318,805.63	180,007.56	4,105.37	0.00	502,918.56
01/40 - 12/40	502,918.56	198,008.28	6,045.25	0.00	706,972.09
	$ 494,253.28	$ 1,338,343.44	$ 37,135.88	$ 1,162,760.51	$ 706,972.09

Period	Beginning Balance	Contribution	Interest Earned	Expenditures	Ending Balance
01/41 - 12/41	$ 706,972.09	$ 217,809.12	$ 769.76	$ 778,006.94	$ 147,544.03
01/42 - 12/42	147,544.03	239,590.08	179.85	296,004.73	91,309.23
01/43 - 12/43	91,309.23	263,549.04	1,853.39	40,051.13	316,660.53
01/44 - 12/44	316,660.53	289,903.92	4,634.93	0.00	611,199.38
01/45 - 12/45	611,199.38	318,894.36	7,145.94	61,637.18	875,602.50
01/46 - 12/46	875,602.50	350,783.76	2,109.20	877,476.85	351,018.61
01/47 - 12/47	351,018.61	385,862.16	5,461.27	0.00	742,342.04
01/48 - 12/48	742,342.04	424,448.40	9,586.01	0.00	1,176,376.45
01/49 - 12/49	1,176,376.45	466,893.24	14,005.78	15,933.63	1,641,341.84
01/50 - 12/50	1,641,341.84	513,582.60	18,771.70	702,268.38	1,471,427.76
	$ 706,972.09	$ 3,471,316.68	$ 64,517.83	$ 2,771,378.84	$ 1,471,427.76

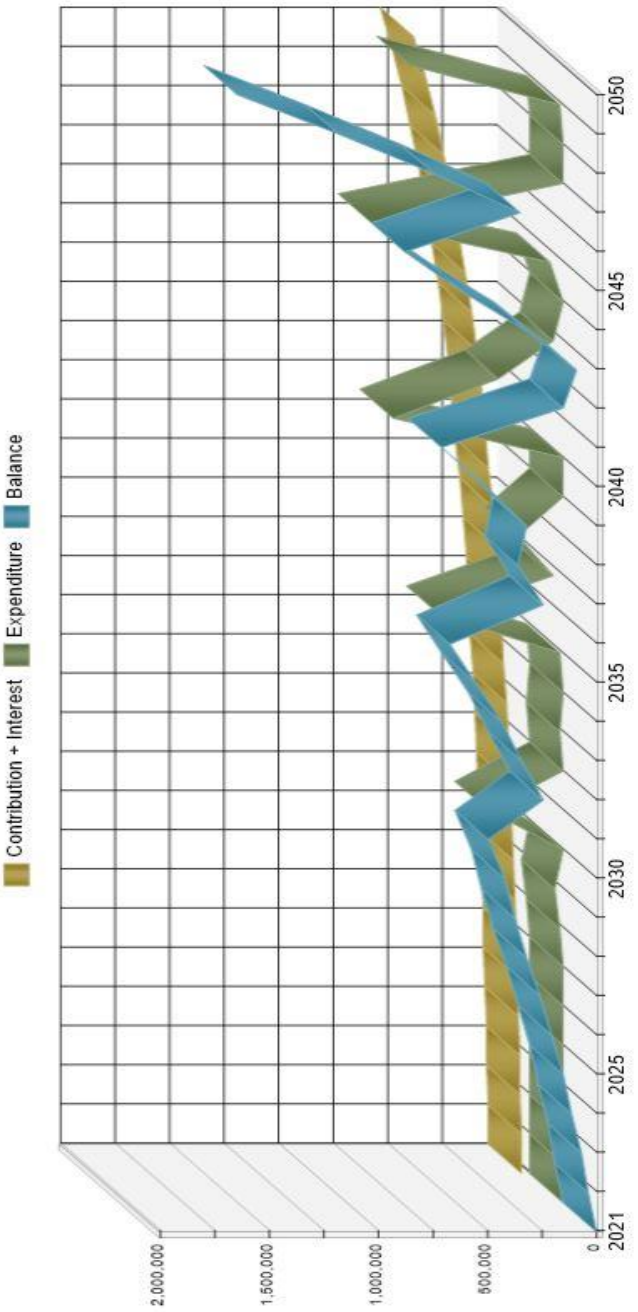
Cash Flow - Matrix

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Begin Balance	$ 0	$ 32,538	$ 68,657	$ 108,718	$ 153,119	$ 202,296	$ 256,732	$ 316,955	$ 373,680	$ 413,376
Contribution	32,376	35,613	39,174	43,092	47,401	52,141	57,356	63,091	69,400	76,340
Average Per Unit	1,079	1,187	1,305	1,436	1,580	1,738	1,911	2,103	2,313	2,544
Percent Change	0.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	162	505	886	1,308	1,775	2,293	2,866	3,406	3,779	4,535
Less Expenditures	0	0	0	0	0	0	0	9,772	33,484	0
Ending Balance	$ 32,538	$ 68,657	$ 108,718	$ 153,119	$ 202,296	$ 256,732	$ 316,955	$ 373,680	$ 413,376	$ 494,253

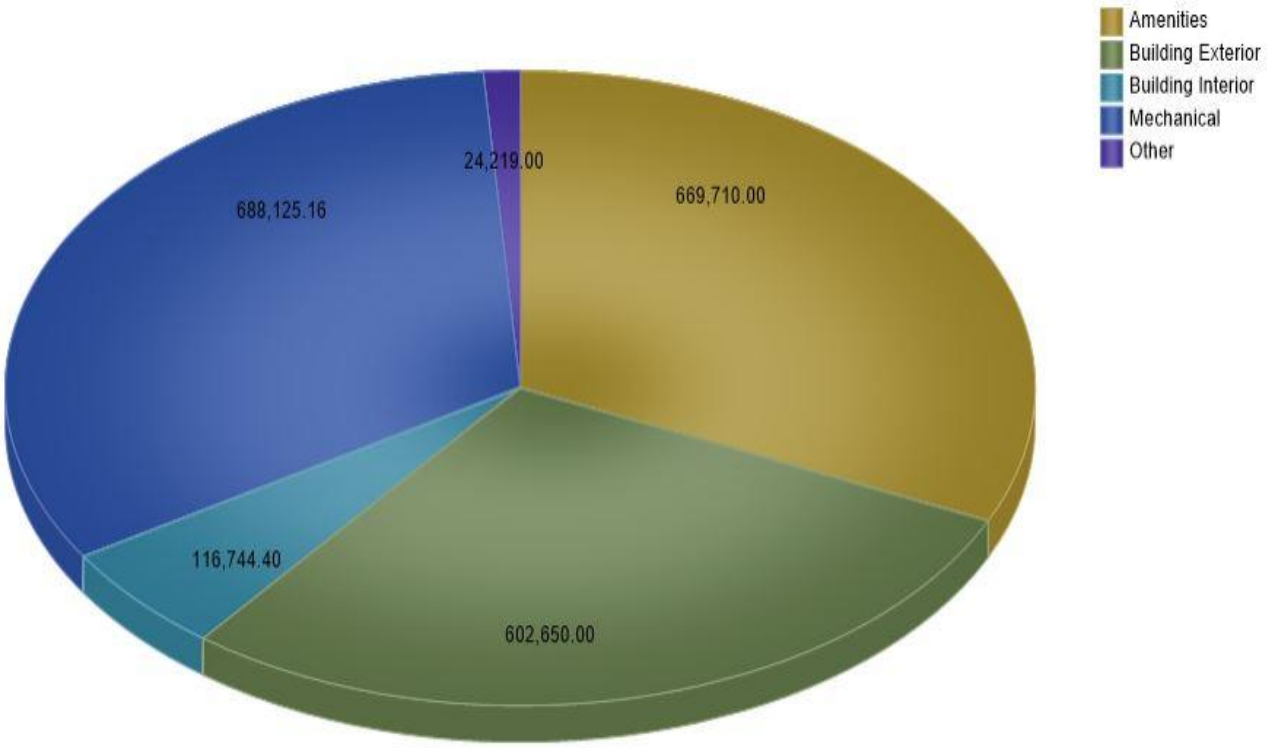
	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Begin Balance	$ 494,253	$ 242,550	$ 337,822	$ 433,376	$ 550,061	$ 667,538	$ 242,040	$ 353,258	$ 318,805	$ 502,918
Contribution	83,974	92,372	101,609	111,770	122,947	135,242	148,766	163,643	180,007	198,008
Average Per Unit	2,799	3,079	3,386	3,725	4,098	4,508	4,958	5,454	6,000	6,600
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	2,134	2,899	3,808	4,914	6,031	1,967	2,789	2,439	4,105	6,045
Less Expenditures	337,812	0	9,863	0	11,502	562,708	40,338	200,535	0	0
Ending Balance	$ 242,550	$ 337,822	$ 433,376	$ 550,061	$ 667,538	$ 242,040	$ 353,258	$ 318,805	$ 502,918	$ 706,972

	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Begin Balance	$ 706,972	$ 147,544	$ 91,309	$ 316,660	$ 611,199	$ 875,602	$ 351,018	$ 742,342	$ 1,176,376	$ 1,641,341
Contribution	217,809	239,590	263,549	289,903	318,894	350,783	385,862	424,448	466,893	513,582
Average Per Unit	7,260	7,986	8,784	9,663	10,629	11,692	12,862	14,148	15,563	17,119
Percent Change	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
Interest	769	179	1,853	4,634	7,145	2,109	5,461	9,586	14,005	18,771
Less Expenditures	778,006	296,004	40,051	0	61,637	877,476	0	0	15,933	702,268
Ending Balance	$ 147,544	$ 91,309	$ 316,660	$ 611,199	$ 875,602	$ 351,018	$ 742,342	$ 1,176,376	$ 1,641,341	$ 1,471,427

Cash Flow - Chart



Item Parameter - Category - Chart



Appendix B: PROFESSIONAL QUALIFICATIONS

DAVID A. PERTUIT, JR., P.E.
CIVIL/STRUCTURAL ENGINEER

SUMMARY Professional engineer with over twenty years of engineering and management experience in the design and analysis for a large array of private engineering projects, specifications preparation, structural computer analysis, cost estimates, bid preparation and evaluation, supervision, consulting and forensic engineering.

EDUCATION B.S.C.E., Washington University in St. Louis, 1998

REGISTRATION
Registered Professional Engineer in Louisiana – Civil Engineering
Registration No. 30989
Registered Professional Engineer in Mississippi
Registration No. 19674
Registered Professional Engineer in New York
Registration No. 088530
Registered Professional Engineer in Texas
Registration No. 114099

PROFESSIONAL EXPERIENCE

Strategic Inspections, LLC
Director of Technical Operations *03/2010 – Present*

- Conduct quality control reviews of all reserve studies, property condition assessments, and transition studies.
- Conduct reserve studies, property condition assessments, and transition studies.
- Manage all internal and subcontract staff.
- Create scopes of services, proposals, and project bids.
- Deliver final product to client as well as follow up with quality control calls.
- Consult on conference calls and meetings regarding the current reserve status of developments.
- Active participant / speaker in industry associations.
- Conducted reserve study presentations for national lending institutions.
- Created internal reserve study guidelines and quality control systems.
- Performed more than one hundred reserve studies on high profile developments for FHA and Fannie Mae reviews.
- Conducted quality control and reviews for all reserve study funding plans.
- Assisted with the development process and database for a proprietary system that provides clients reserve study predeterminations.

Audubon Engineering, Metairie, LA
Senior Structural Engineer *11/2008 – 10/2010*

- Managed and designed the installation of multiple modules and deck extensions.
- Designed various appurtenances for multiple offshore platforms in the Gulf of Mexico.
- Designed various steel structures and reinforced concrete foundations for chemical and petrochemical plants.

Quick & Associates, Inc., Mandeville, LA
Engineering Manager *2/2004– 11/2008*

- Managed multi-discipline engineering and architect staff. Performed performance reviews, approved expenses and time, reviewed and edited reports prepared by technical staff, and mentored and oversaw performance of technical staff.
- Performed forensic engineering, failure analysis consulting and remedial design preparation associated with structures and foundations. Special expertise in construction induced vibration damage analysis, concrete failure

analysis, construction method and contract performance disputes, storm damage, building code compliance and damage analysis resulting from natural disasters such as hurricanes, tornados, hail storms and earthquakes.
- Managed multi-discipline forensic investigations, including boiler explosions, fire cause and origins, and mechanical equipment failures.
- Evaluated and analyzed over one thousand property damage claims, including catastrophe claims associated with hurricanes, tornados, and hail.

J. Ray McDermott Engineering - New Orleans, LA
Structural Engineer *11/2001 – 2/2004*

- Designed winch support structure, turning sheave support structure, and other miscellaneous Structures for replacing four (4) 1050'-0" mooring chain for ChevronTexaco's Genesis Spar located in 2592' of water.
- Project/Field Engineer for mooring chain replacement for ChevronTexaco's Genesis Spar. Wrote chain replacement procedures and supervised the chain replacement offshore. Worked closely with rigging and welding crews to ensure chain replacement was performed as per written procedures and industry standards.
- Project/Field Engineer for installation of 4-Leg, 8 Skirt pile, 15 Well Drilling Platform and launched jacket located in 665'-0" of water. Created installation manual and reviewed all structural and installation designs.
- Assisted in the design engineering for the TotalFinaElf Carina/Aries platforms. Responsible for the helidecks design, blast walls design, Vent booms design, crane fatigue analysis, and miscellaneous connection details.

Albert-Garaudy and Associates, Inc., Metairie, LA
Civil/Structural Engineer *6/1998 –11/ 2001*

- Designed various appurtenances such as pipe and cable tray racks, stair landings, and various equipment supports and performed load out analysis on deck and jacket for a 3,600-ton six-legged deck for Mobil Chinook project.
- Designed four piled jacket in 58 feet of water for in place, lift, fatigue and transportation conditions and a 144-ft bridge connecting two offshore platforms for Exxon in Galveston Block 209. Supervised installation during GA-209C offshore construction.
- Project Manager and lead Structural Engineer of a multi-discipline Brine Degasifier project for OxyChem Corporation.
- Designed various steel structures and reinforced concrete pile foundations, spread footings, and building foundations for chemical and petrochemical plants.
- Developed cost estimates and proposals and coordinated drafting for projects in the structural department

Manhattan/Gibbs Construction Joint Venture, New Orleans, LA
Field Engineer *5/1997 – 8/1997*

- Assisted in the construction and setting of concrete forms for grade beams and columns for the New Orleans Sports Arena.
- Coordinated with carpenters for laying out grade beams, footings and columns for The Arena.
- Utilized an engineer's level, transit and total station to layout and place grades in grade beams, columns, footings and piles.

SITE PLAN

&

FLOOR PLANS

Please note that all dimensions are approximate within reasonable tolerances.

The approximate Square Footage of a Unit set forth on the Floor Plans are gross square footages of the Unit, which is obtained by measuring the floor area of the Unit on one or more floors horizontally from the exterior side of the exterior walls at the Building or at the exterior face of aluminum frames and aluminum panels, or the exterior side of windows (concrete, brick and/or masonry columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, and any corridor and the refuse room which are part of the PH Unit, are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions facing Common Elements separating a Unit from public corridors which are not part of the PH Unit, stairs, elevators, refuse room, refuse chute, and other mechanical equipment spaces or any Common Elements not located within a Unit. For purposes of clarification and to avoid any doubt, the corridor adjacent to the elevators and fire staircase at the PH level of the Building is part of the PH Unit, subject to an easement for emergency fire egress purposes. Common Elements located within a Unit shall not be considered a part of such Unit, however the respective area of any such Common Element is not deducted from the gross floor area of each Unit. Each Unit consists of the area measured vertically on each floor of the Building, if applicable, from the top of the concrete floor slab below to the underside of the concrete floor slab above. The gross square footage of a Unit is greater than the Approximate Square Footage of a Unit measured by using the legal definition of the Unit which appears in the Declaration of the Condominium in Part II of the Plan. As is customary in New York City, these gross square footages are not measured from the interior face of the interior or exterior walls and therefore substantially exceed the useable floor area of each Unit.

Exterior balcony or terrace areas are measured from the exterior face of the Unit to the exterior face of the balcony or terrace walls.

Any floor layout, plan or sketch shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question.

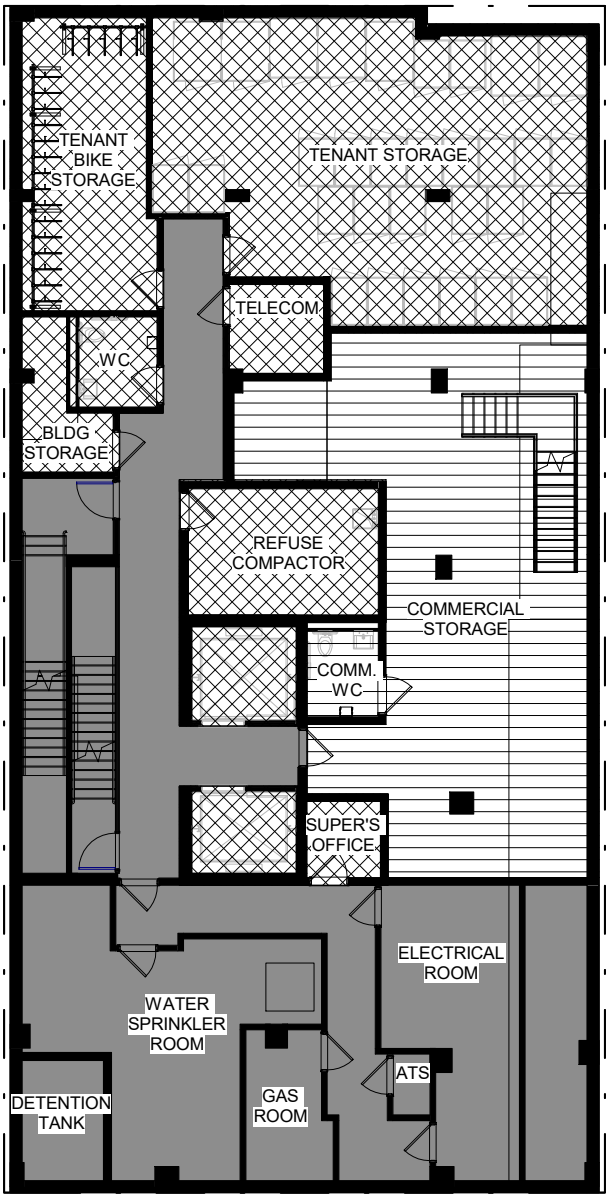
128 WEST 23RD STREET CONDOMINIUM

429

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

CELLAR LEVEL



RESIDENTIAL UNIT
COMMERCIAL UNIT
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
RESIDENTIAL UNIT LIMITED COMMON ELEMENT
COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

430

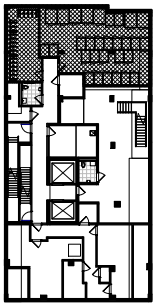
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

CELLAR LEVEL, COMMON AMENITY SPACE
TENANT STORAGE:
782 SF
30 STORAGE UNITS
7 20SF UNITS: 1-5, 8, 9
23 12SF UNITS: 6, 7, 10-30

TENANT BIKE STORAGE:
279 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

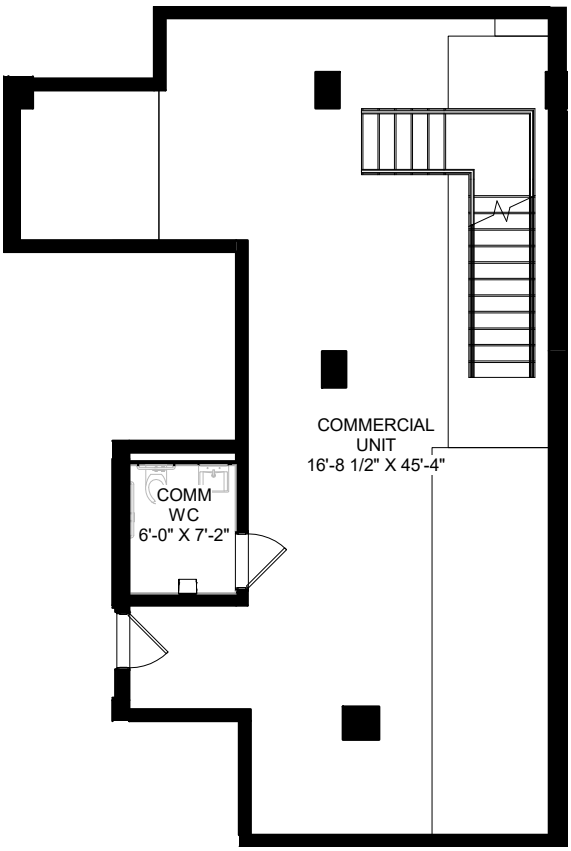
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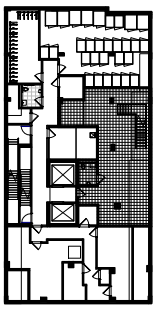
128 WEST 23RD STREET CONDOMINIUM

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

CELLAR LEVEL, COMMERCIAL SPACE
GROSS AREA:
1090 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

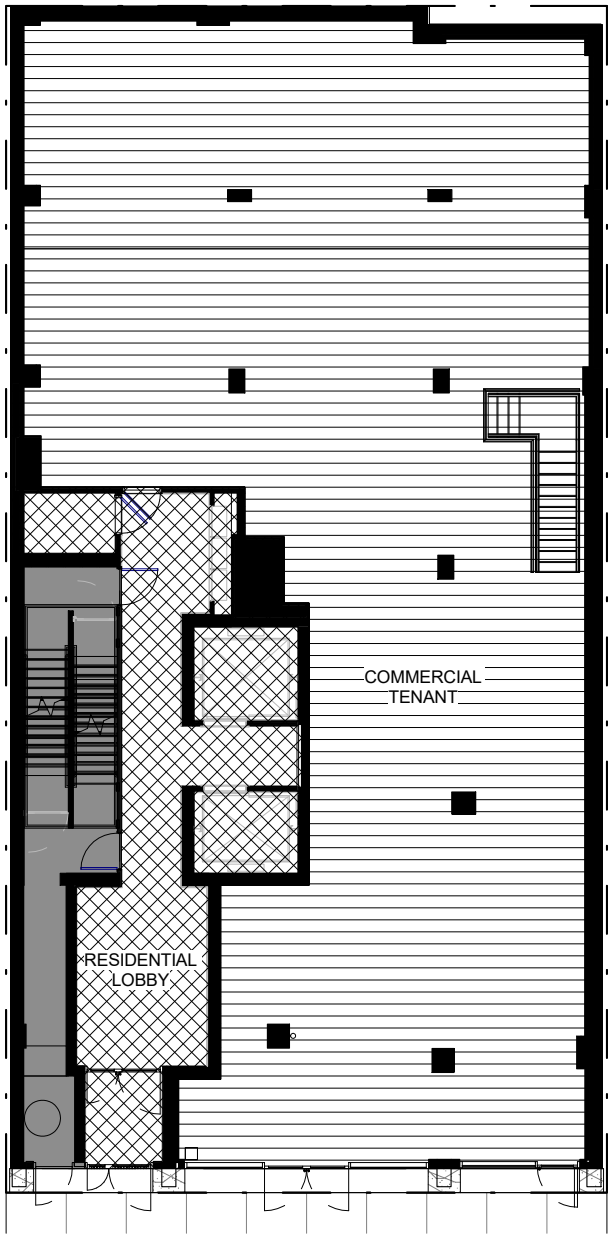
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128 WEST 23RD STREET CONDOMINIUM

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

GROUND LEVEL



- RESIDENTIAL UNIT
- COMMERCIAL UNIT
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

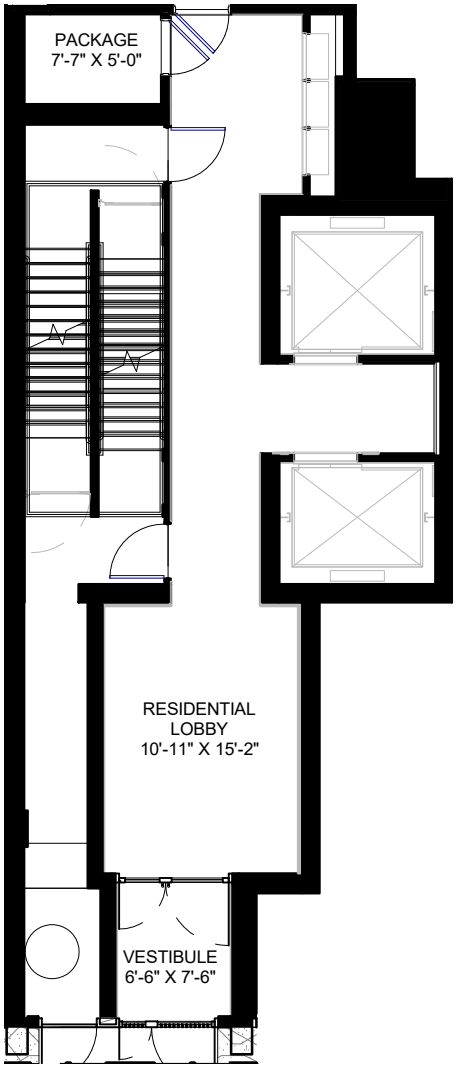
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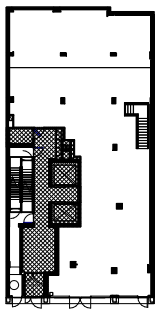
128 WEST 23RD STREET CONDOMINIUM

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

GROUND LEVEL, COMMON AMENITY SPACE
RESIDENTIAL LOBBY + CORRIDOR:
400 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

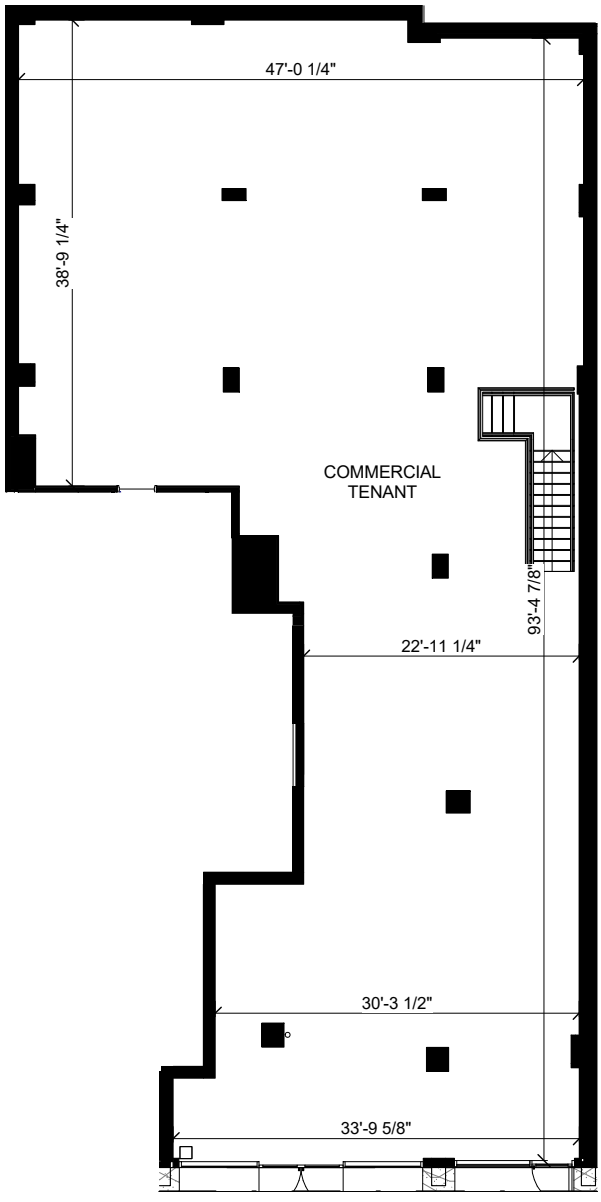
128 WEST 23RD STREET CONDOMINIUM

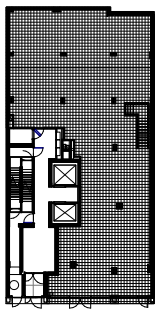
434

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

GROUND LEVEL, COMMERCIAL SPACE
GROSS AREA:
3,666 SF





KEY PLAN
1/64" = 1'-0"

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

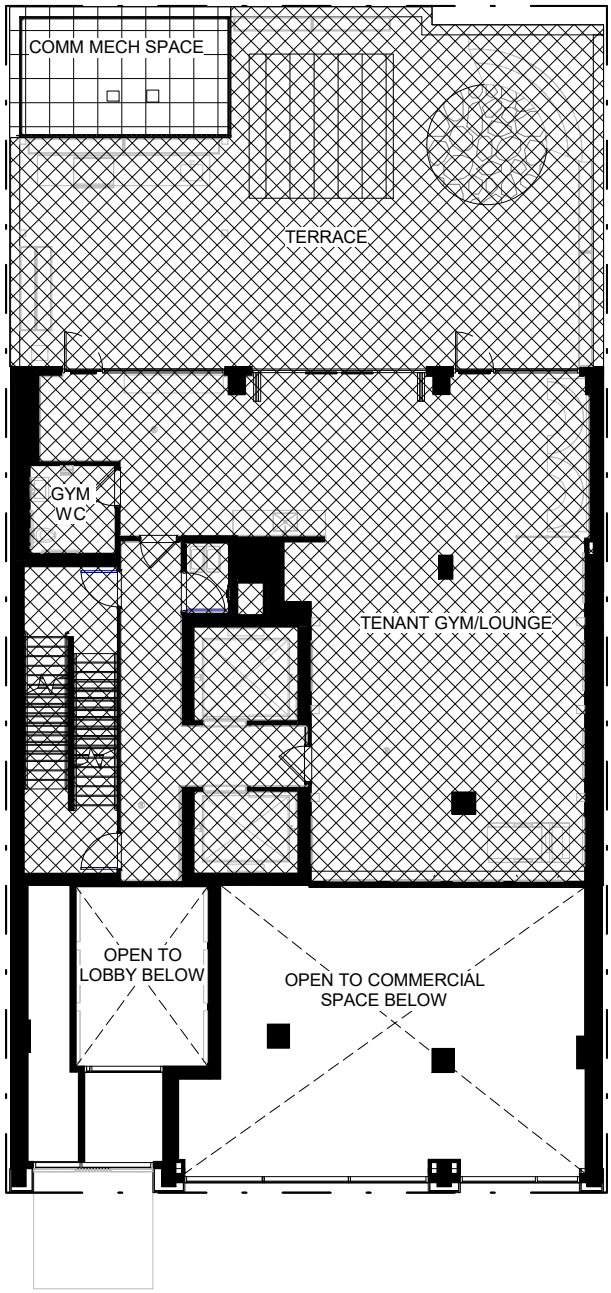
128 WEST 23RD STREET CONDOMINIUM

435

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

SECOND FLOOR



RESIDENTIAL UNIT
COMMERCIAL UNIT
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
RESIDENTIAL UNIT LIMITED COMMON ELEMENT
COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

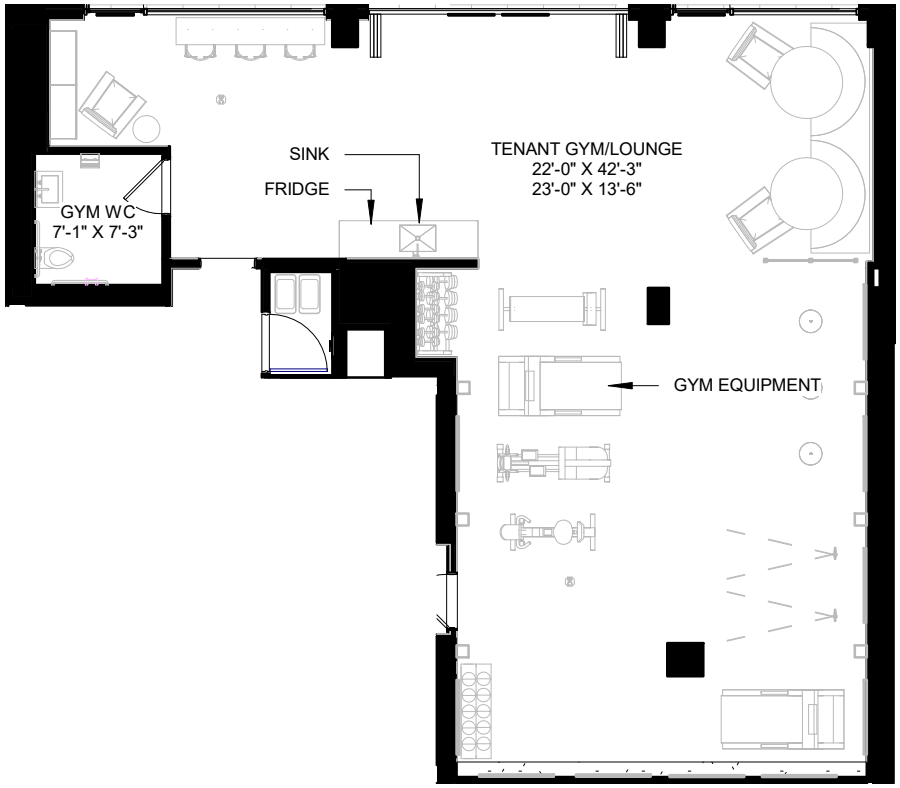
128 WEST 23RD STREET CONDOMINIUM

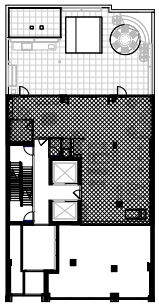
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Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

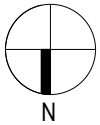
128 W 23RD ST
NEW YORK, NY 10011

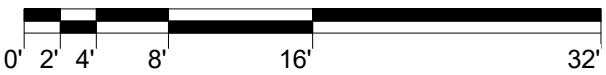
SECOND FLOOR, COMMON AMENITY SPACE
GYM/LOUNGE:
1,225 SF





KEY PLAN
1/64" = 1'-0"





All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

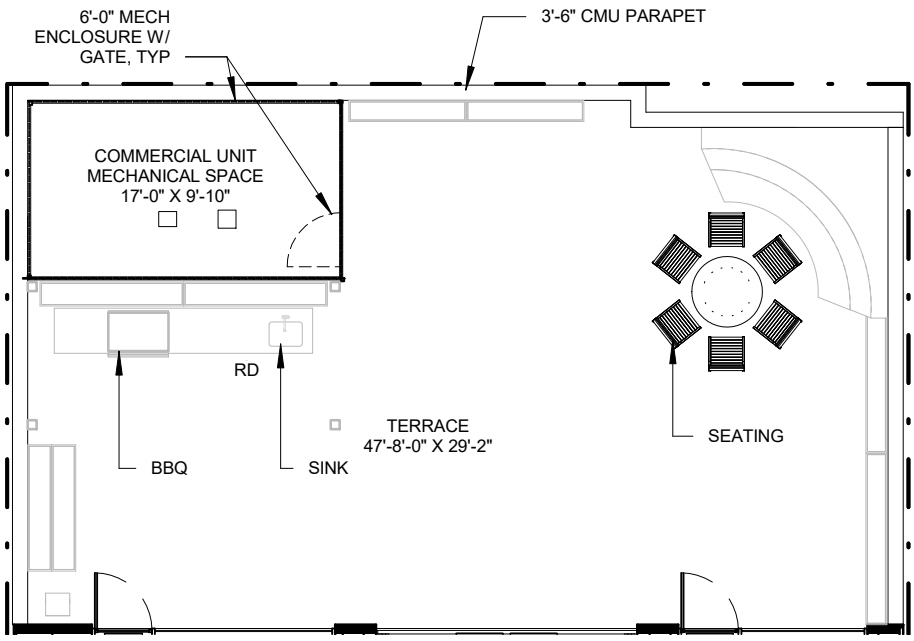
128 WEST 23RD STREET CONDOMINIUM

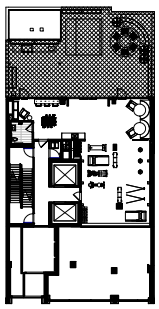
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

SECOND FLOOR, COMMON AMENITY SPACE
TERRACE:
1,257 SF

COMM. MECH SPACE:
172 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

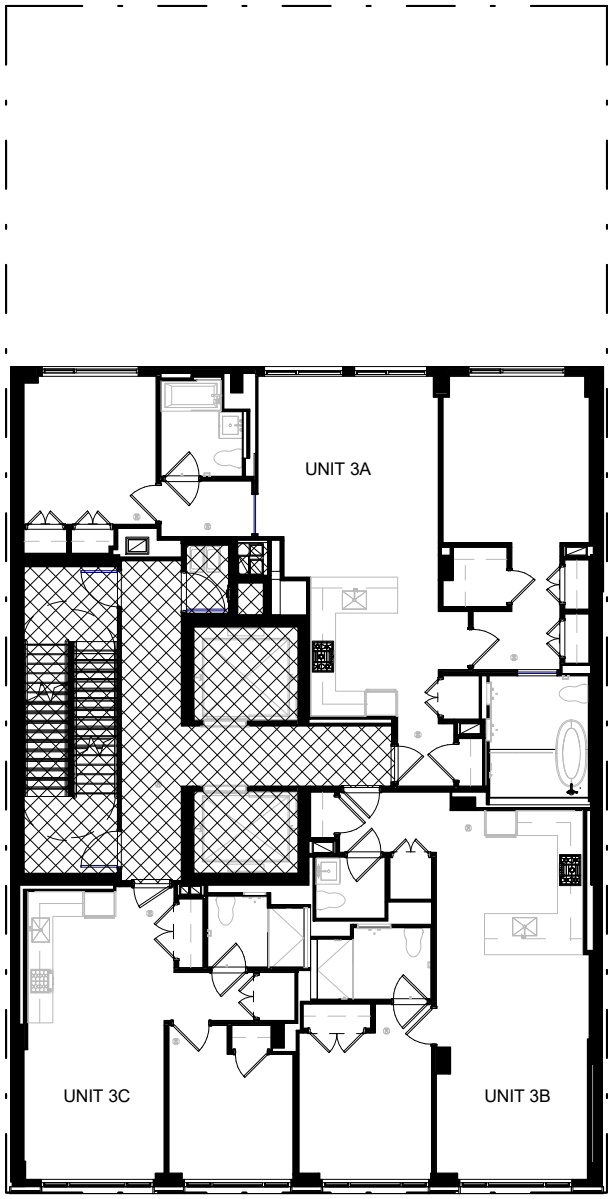
128 WEST 23RD STREET CONDOMINIUM

438

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

THIRD FLOOR



- RESIDENTIAL UNIT
- COMMERCIAL UNIT
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

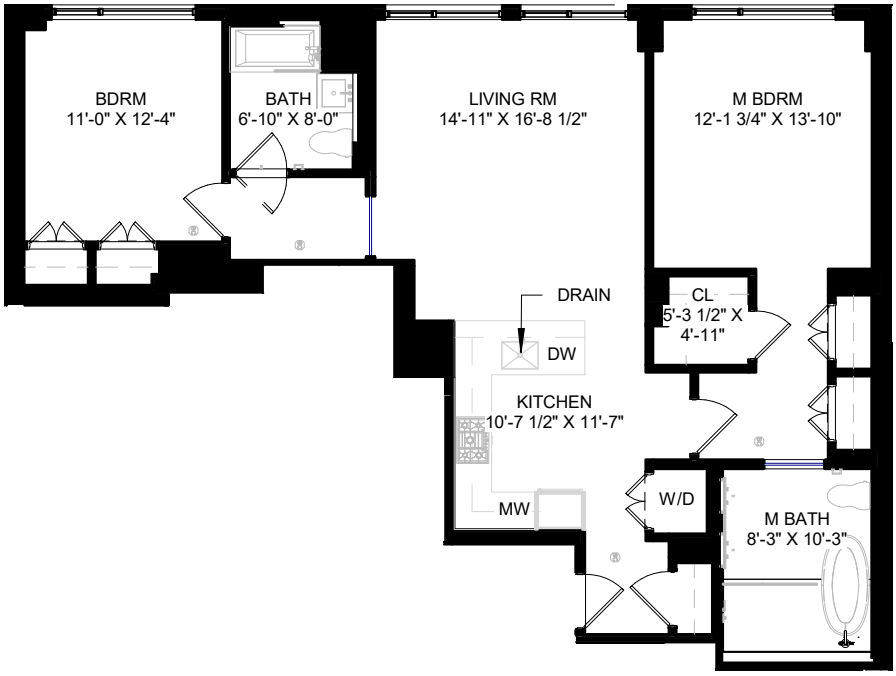
128 WEST 23RD STREET CONDOMINIUM

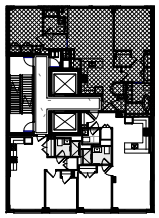
439

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

THIRD FLOOR,
RESIDENCE 3A
2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

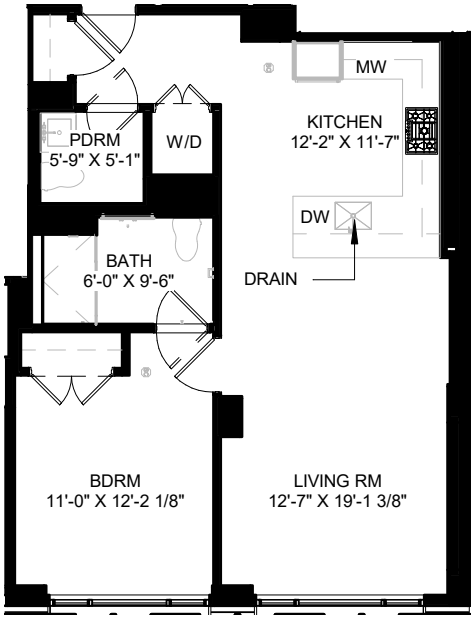
128 WEST 23RD STREET CONDOMINIUM

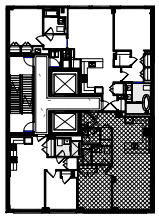
440

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

THIRD FLOOR,
RESIDENCE 3B
1 BEDROOM, 1.5 BATH
GROSS AREA: 817 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

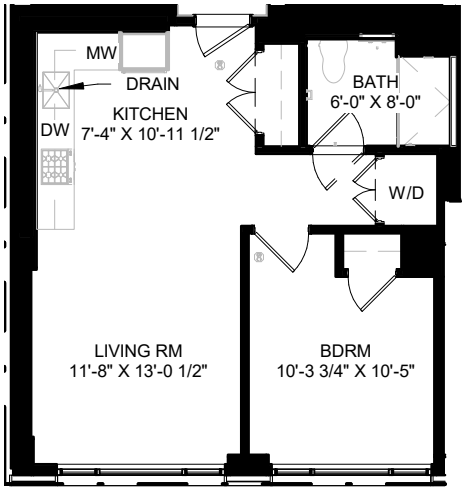
128 WEST 23RD STREET CONDOMINIUM

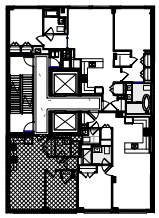
441

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

THIRD FLOOR,
RESIDENCE 3C
1 BEDROOM, 1 BATH
GROSS AREA: 610 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

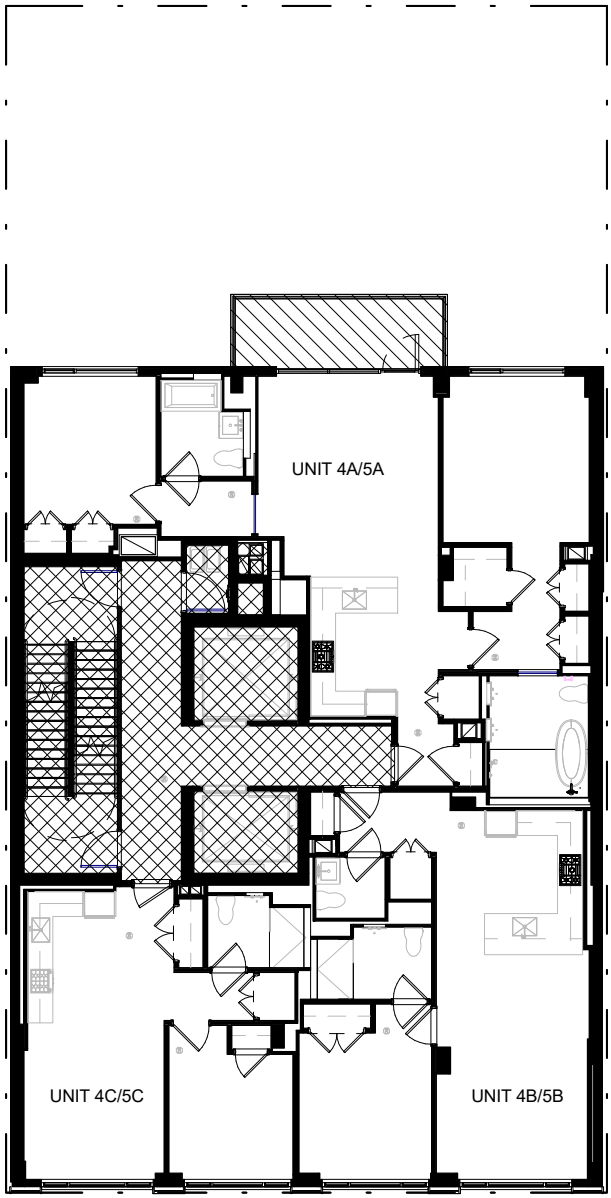
128 WEST 23RD STREET CONDOMINIUM

442

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FOURTH/FIFTH FLOOR



- RESIDENTIAL UNIT
- COMMERCIAL UNIT
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

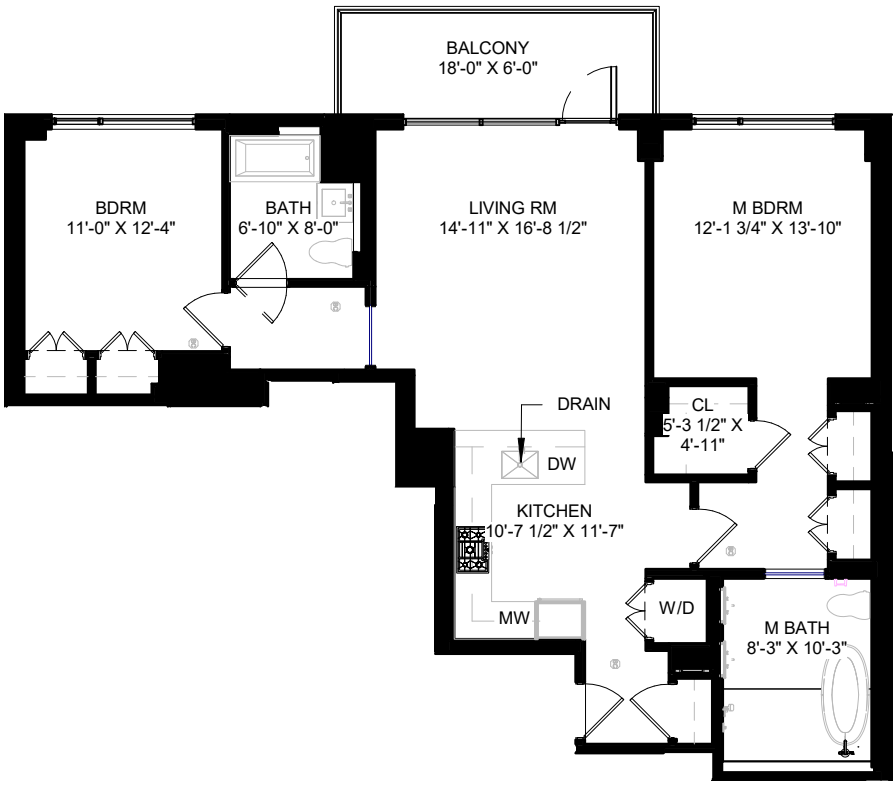
128 WEST 23RD STREET CONDOMINIUM

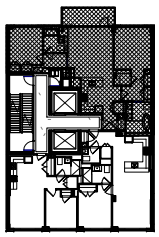
443

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FOURTH FLOOR,
RESIDENCE 4A
2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

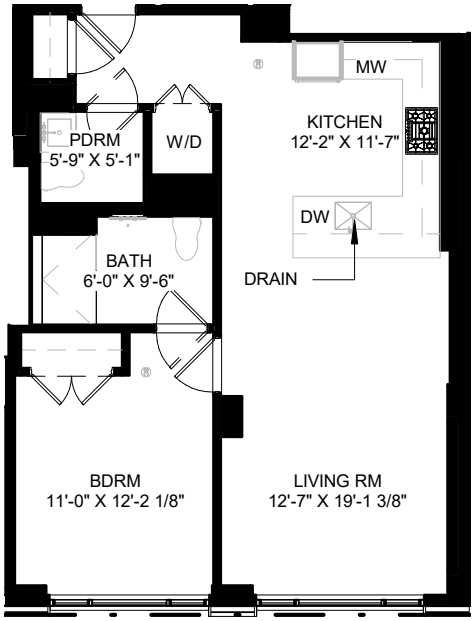
128 WEST 23RD STREET CONDOMINIUM

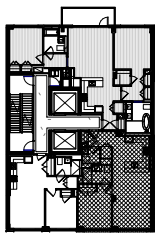
444

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FOURTH FLOOR,
RESIDENCE 4B
1 BEDROOM, 1.5 BATH
GROSS AREA: 817 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

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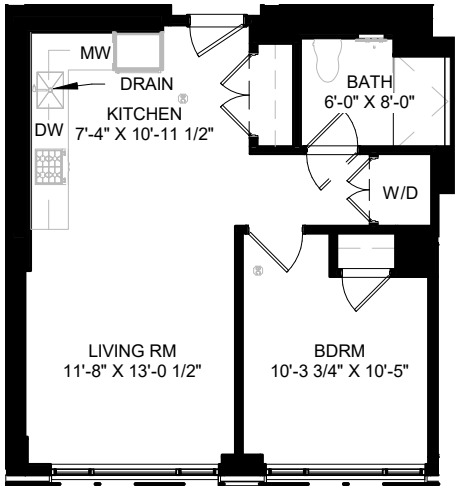
128 WEST 23RD STREET CONDOMINIUM

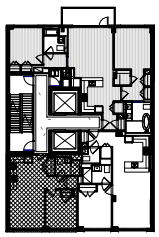
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Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

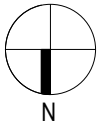
128 W 23RD ST
NEW YORK, NY 10011

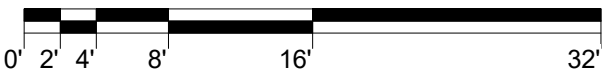
FOURTH FLOOR,
RESIDENCE 4C
1 BEDROOM, 1 BATH
GROSS AREA: 610 SF





KEY PLAN
1/64" = 1'-0"





All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

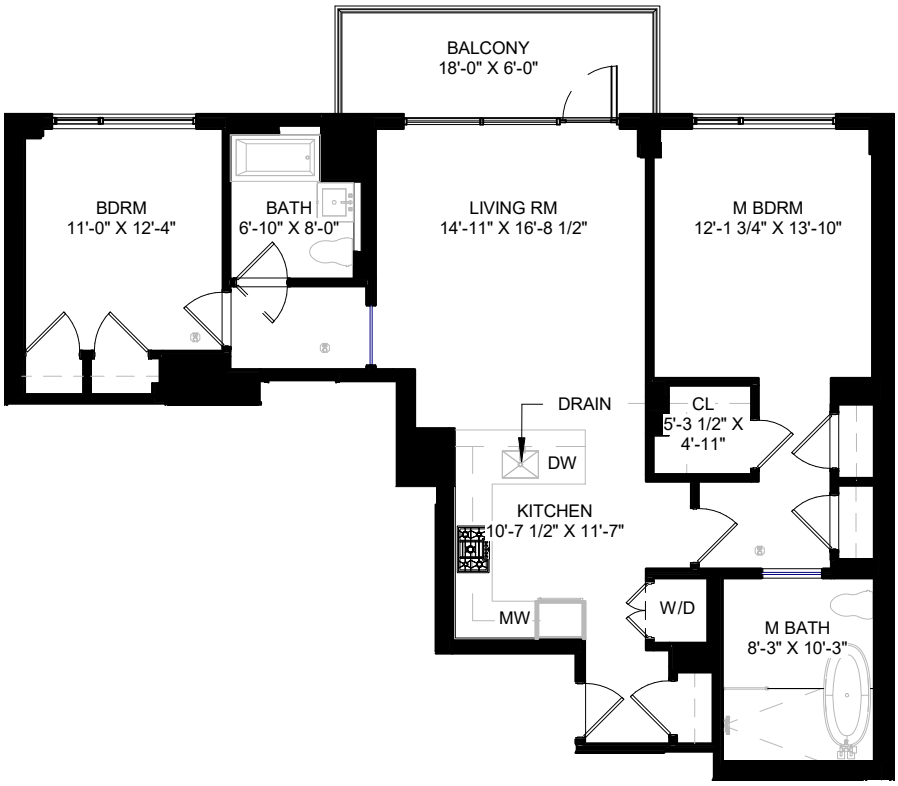
128 WEST 23RD STREET CONDOMINIUM

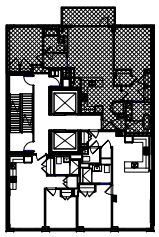
446

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FIFTH FLOOR,
RESIDENCE 5A
2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

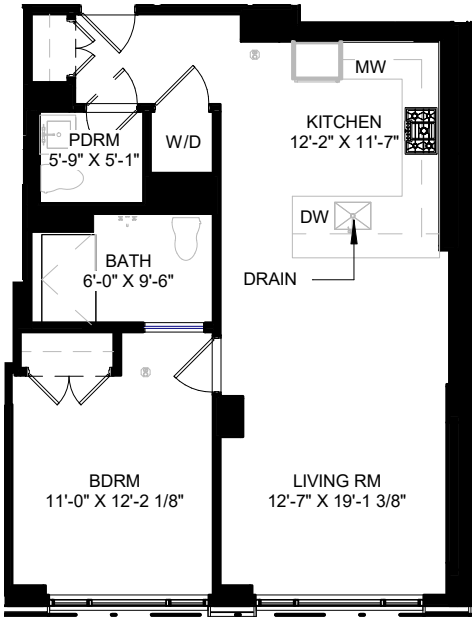
128 WEST 23RD STREET CONDOMINIUM

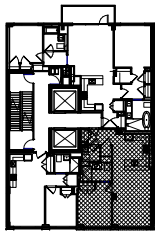
447

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FIFTH FLOOR,
RESIDENCE 5B
1 BEDROOM, 1.5 BATH
GROSS AREA: 817 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

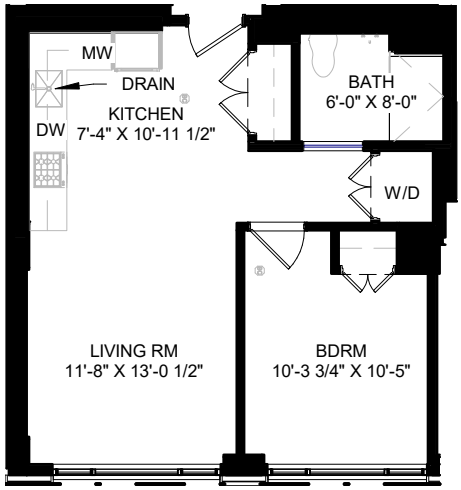
128 WEST 23RD STREET CONDOMINIUM

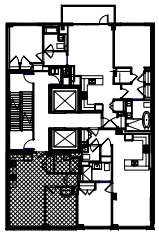
448

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FIFTH FLOOR,
RESIDENCE 5C
1 BEDROOM, 1 BATH
GROSS AREA: 610 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

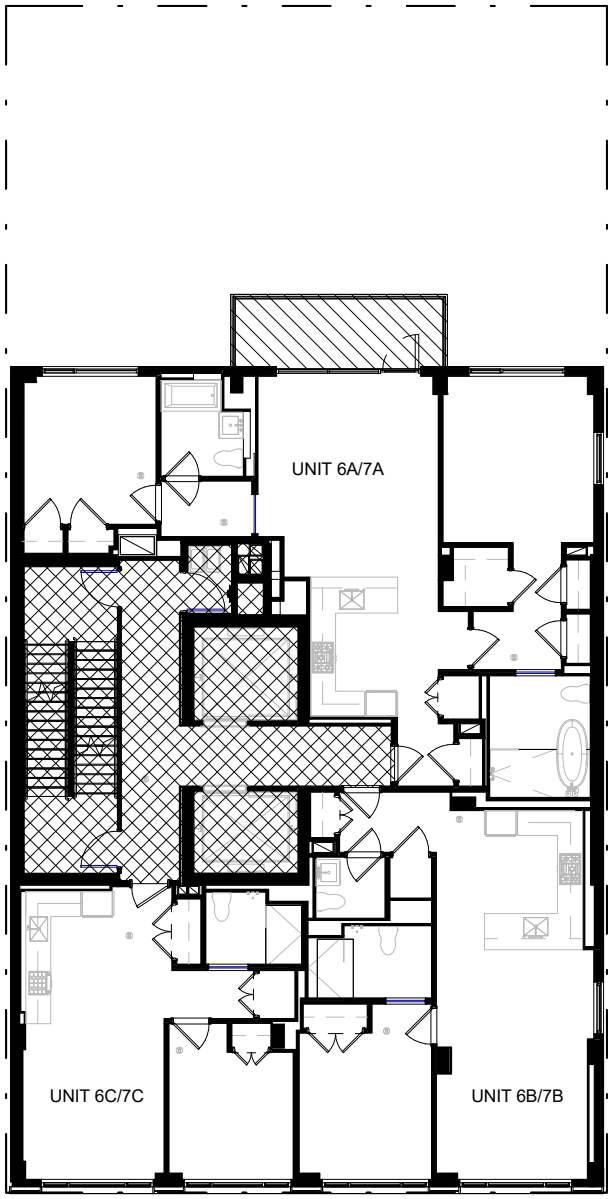
128 WEST 23RD STREET CONDOMINIUM

128 W 23RD ST
NEW YORK, NY 10011

449

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

SIXTH/SEVENTH FLOOR



- RESIDENTIAL UNIT
- COMMERCIAL UNIT
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

450

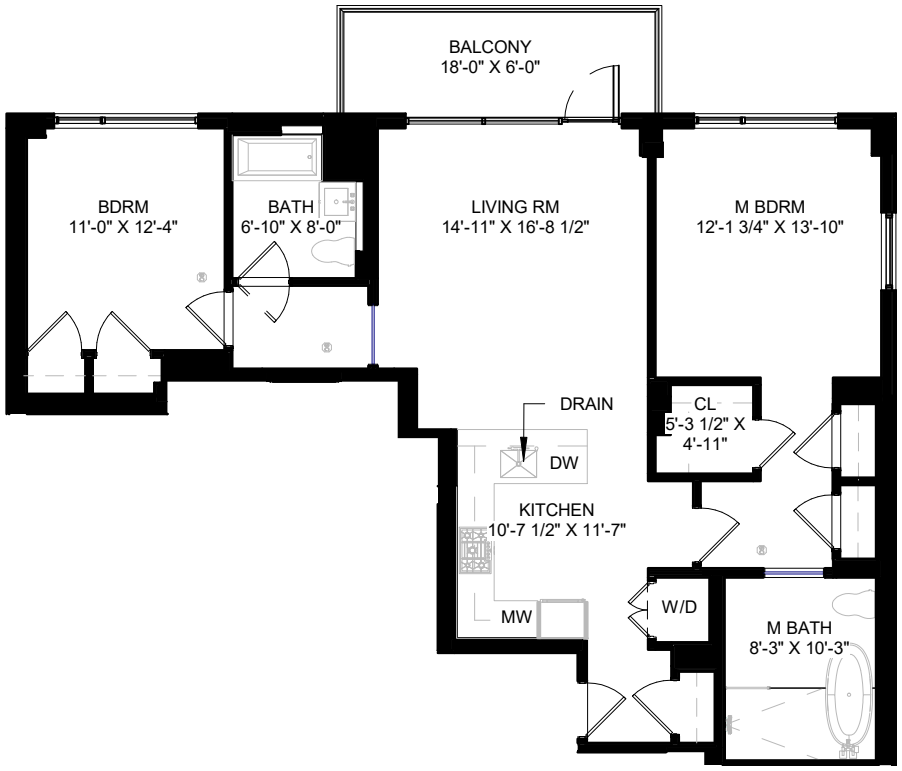
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Revisions Date: 12/20/19
01/23/20

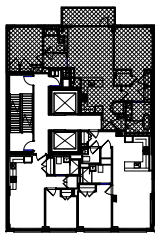
128 W 23RD ST
NEW YORK, NY 10011

SIXTH FLOOR, RESIDENCE 6A

2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

451

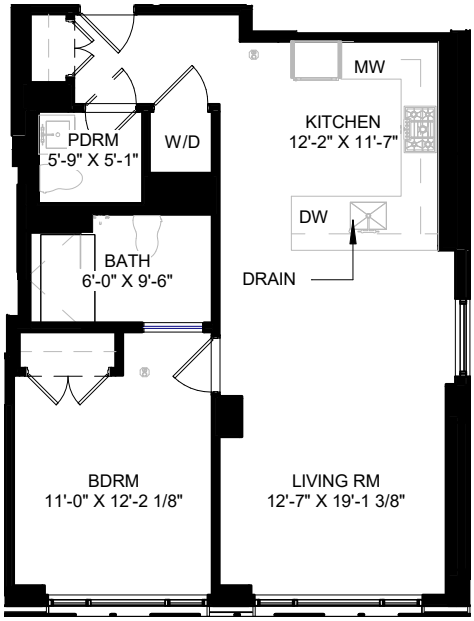
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

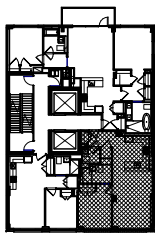
128 W 23RD ST
NEW YORK, NY 10011

SIXTH FLOOR, RESIDENCE 6B

1 BEDROOM, 1.5 BATH
GROSS AREA: 817 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

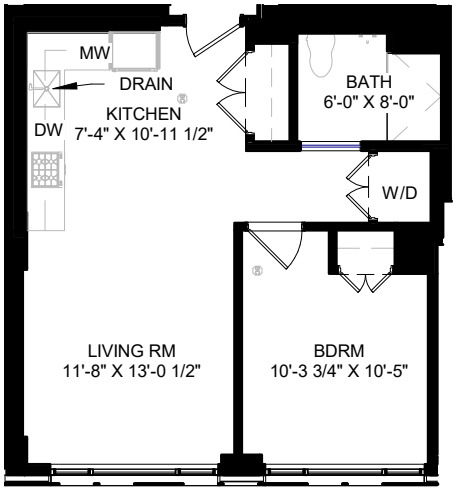
128 WEST 23RD STREET CONDOMINIUM

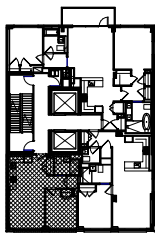
452

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

SIXTH FLOOR,
RESIDENCE 6C
1 BEDROOM, 1 BATH
GROSS AREA: 610 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

453

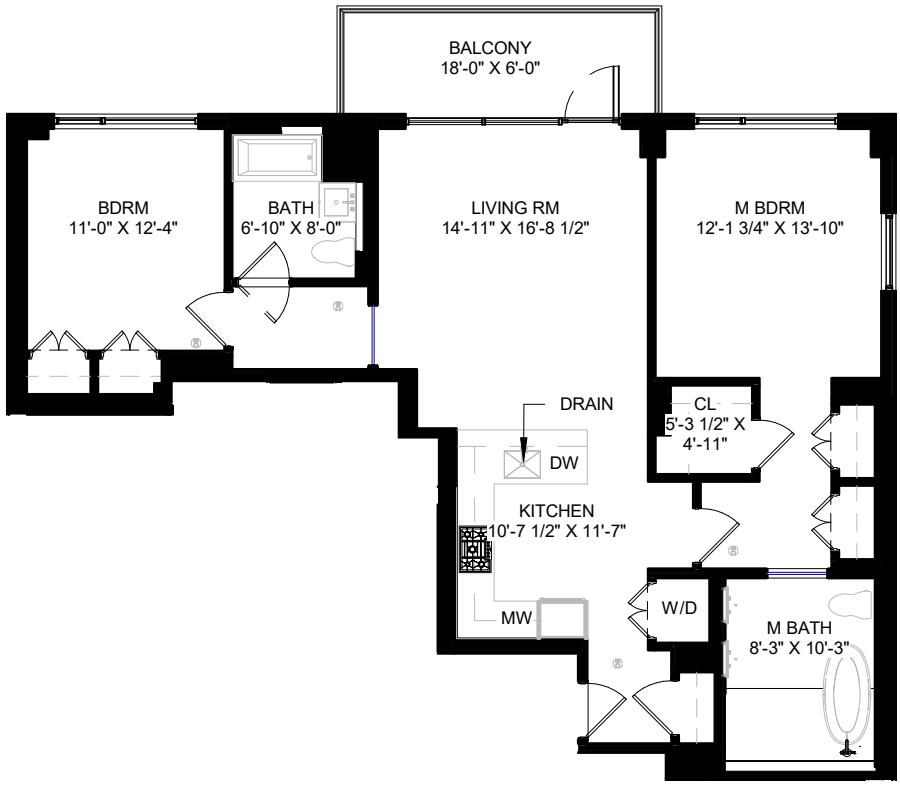
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01/23/20

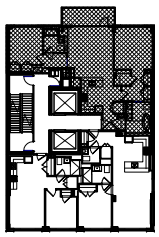
128 W 23RD ST
NEW YORK, NY 10011

SEVENTH FLOOR, RESIDENCE 7A

2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

454

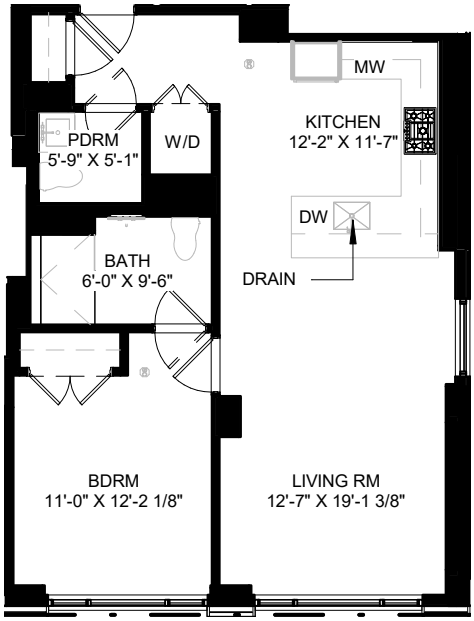
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Revisions Date: 12/20/19
01/23/20

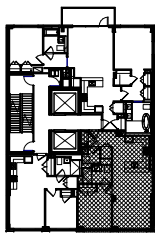
128 W 23RD ST
NEW YORK, NY 10011

SEVENTH FLOOR, RESIDENCE 7B

1 BEDROOM, 1.5 BATH
GROSS AREA: 817 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

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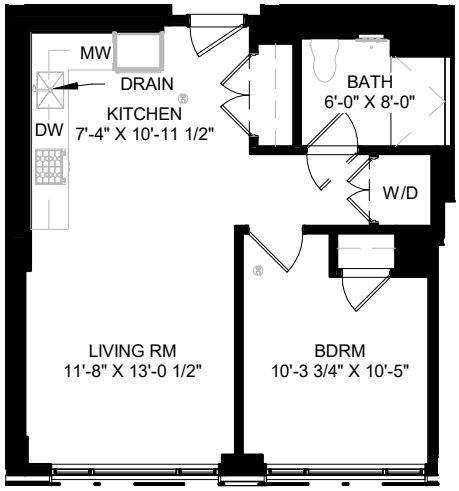
128 WEST 23RD STREET CONDOMINIUM

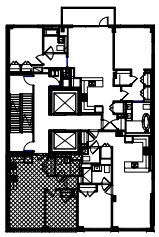
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Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

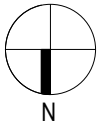
128 W 23RD ST
NEW YORK, NY 10011

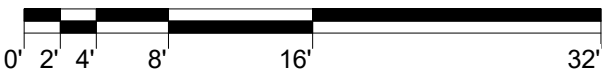
SEVENTH FLOOR,
RESIDENCE 7C
1 BEDROOM, 1 BATH
GROSS AREA: 610 SF





KEY PLAN
1/64" = 1'-0"





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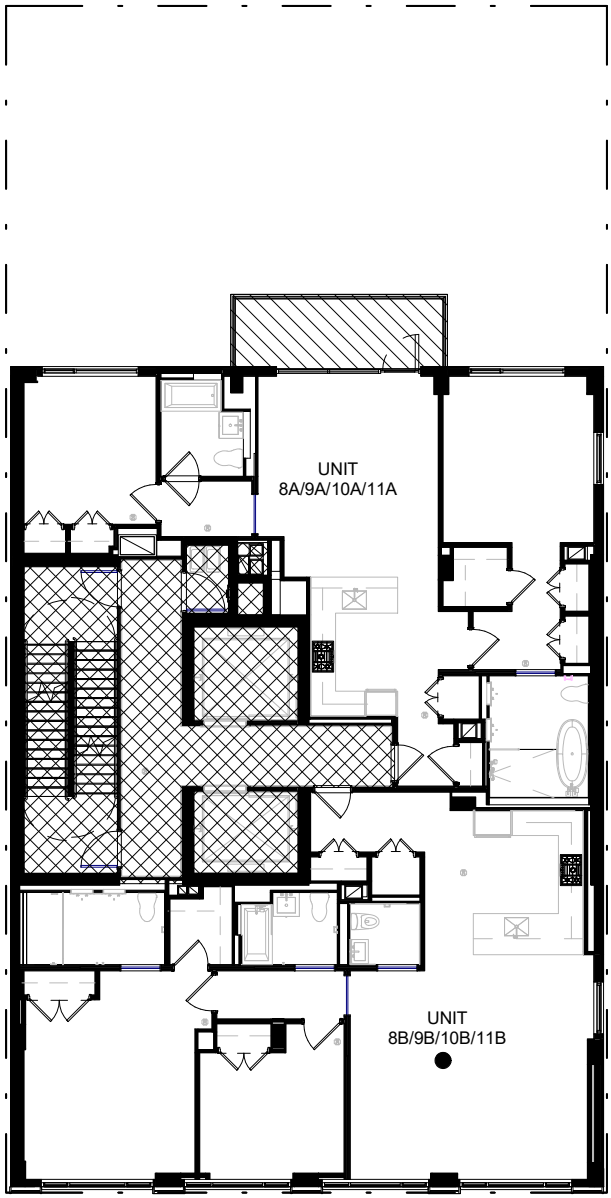
128 WEST 23RD STREET CONDOMINIUM

456

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

EIGHTH-ELEVENTH FLOOR



RESIDENTIAL UNIT
COMMERCIAL UNIT
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
RESIDENTIAL UNIT LIMITED COMMON ELEMENT
COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

457

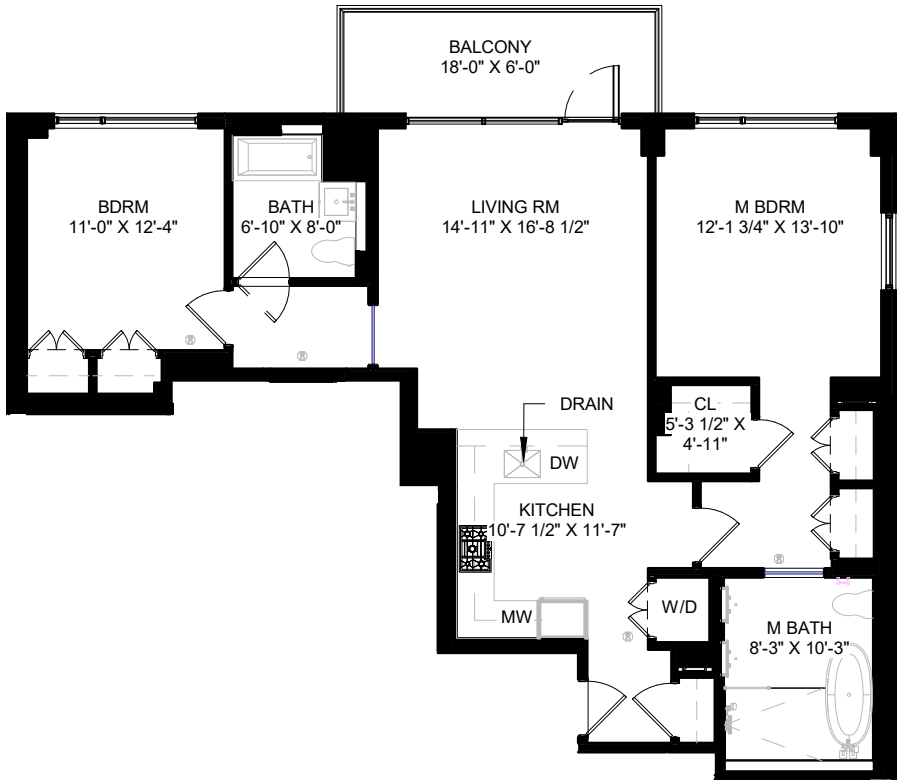
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Revisions Date: 12/20/19
01/23/20

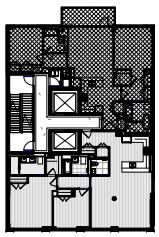
128 W 23RD ST
NEW YORK, NY 10011

EIGHTH FLOOR, RESIDENCE 8A

2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

458

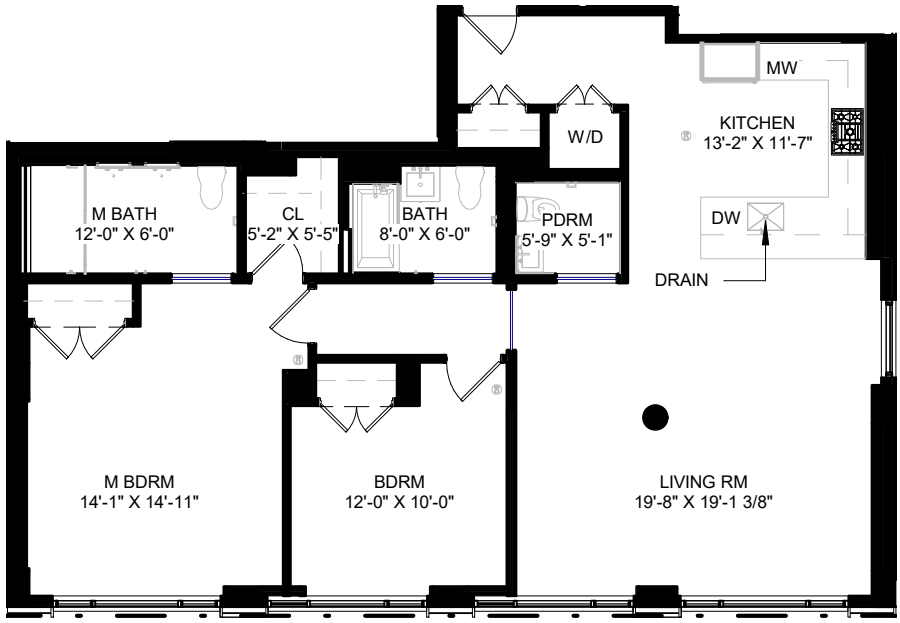
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

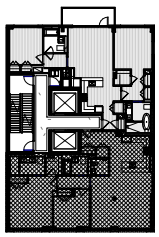
128 W 23RD ST
NEW YORK, NY 10011

EIGHTH FLOOR, RESIDENCE 8B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,427 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

459

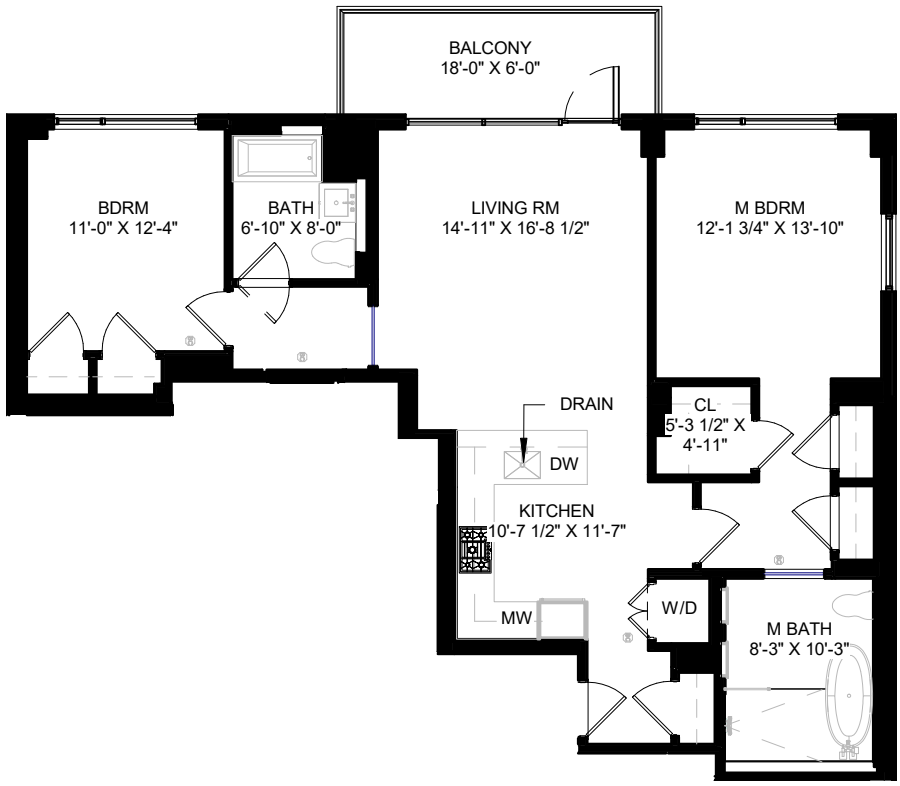
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

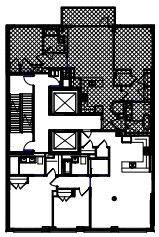
128 W 23RD ST
NEW YORK, NY 10011

NINTH FLOOR, RESIDENCE 9A

2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

460

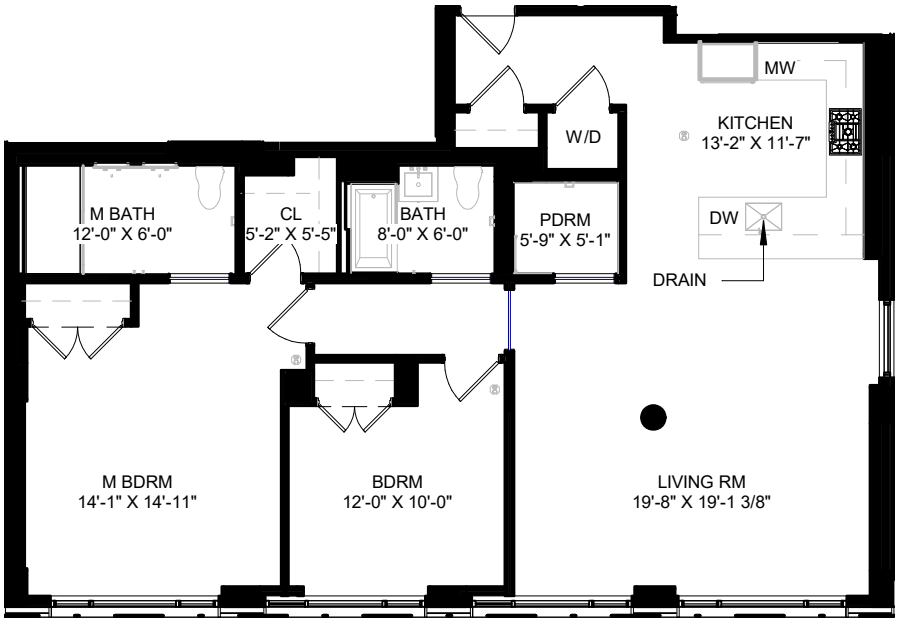
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

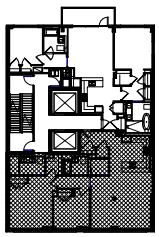
128 W 23RD ST
NEW YORK, NY 10011

NINTH FLOOR, RESIDENCE 9B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,427 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

461

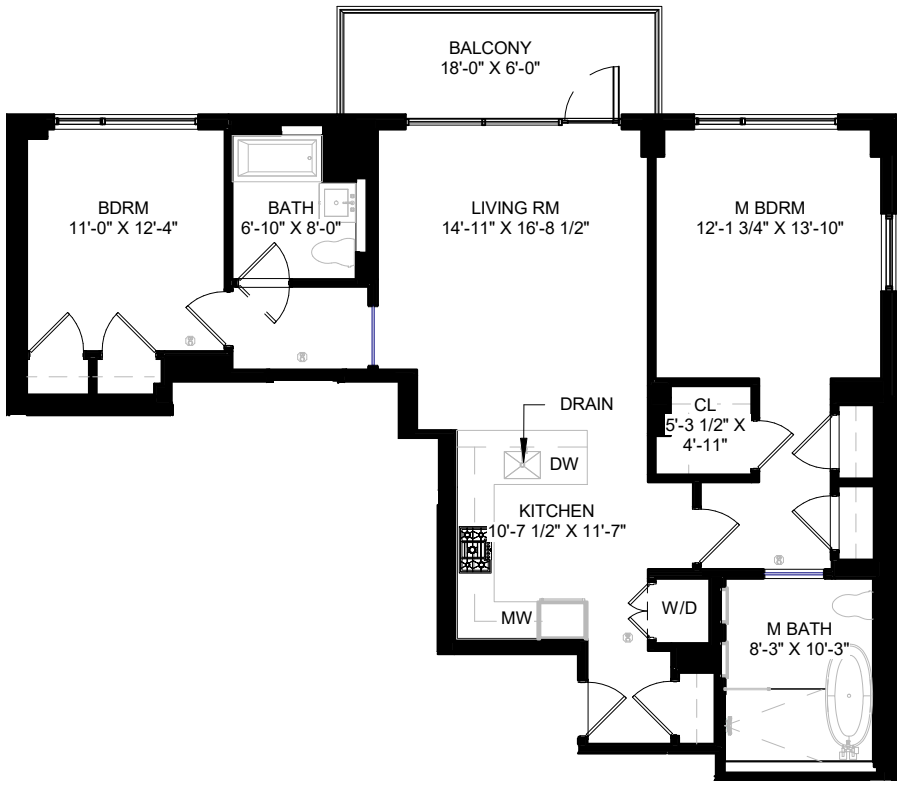
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Revisions Date: 12/20/19
01/23/20

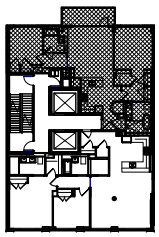
128 W 23RD ST
NEW YORK, NY 10011

TENTH FLOOR, RESIDENCE 10A

2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

462

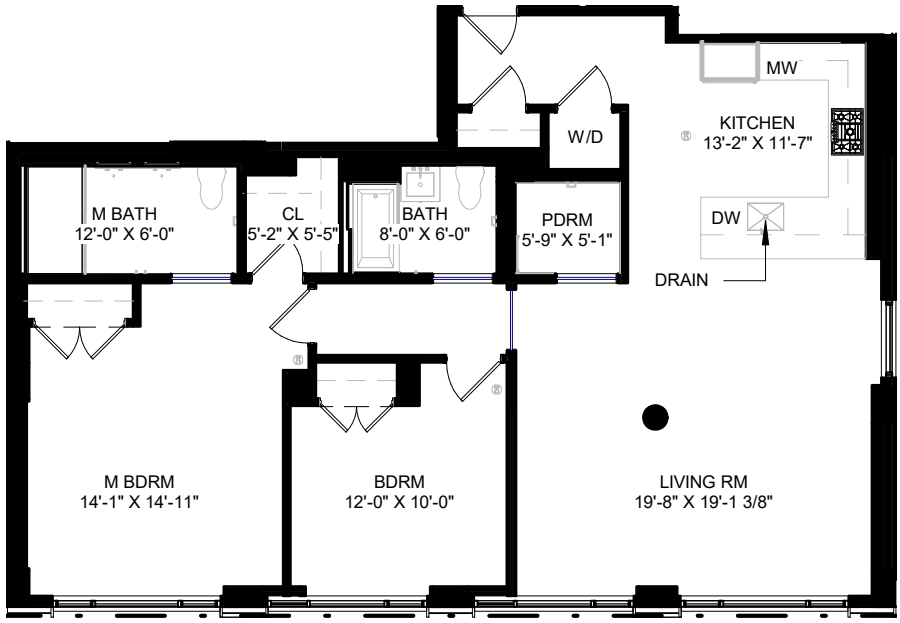
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

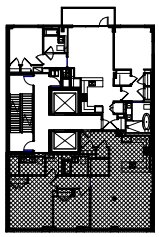
128 W 23RD ST
NEW YORK, NY 10011

TENTH FLOOR, RESIDENCE 10B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,427 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

463

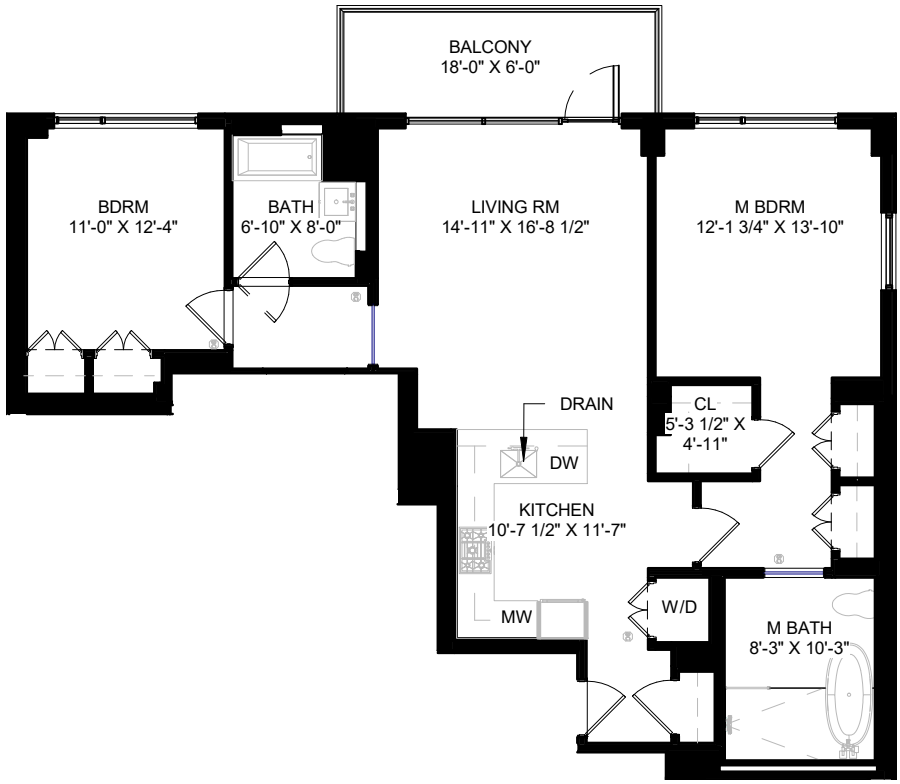
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

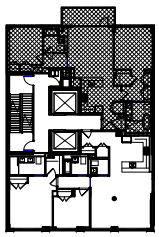
128 W 23RD ST
NEW YORK, NY 10011

ELEVENTH FLOOR, RESIDENCE 11A

2 BEDROOM, 2 BATH
GROSS AREA: 1,223 SF
BALCONY: 108 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

464

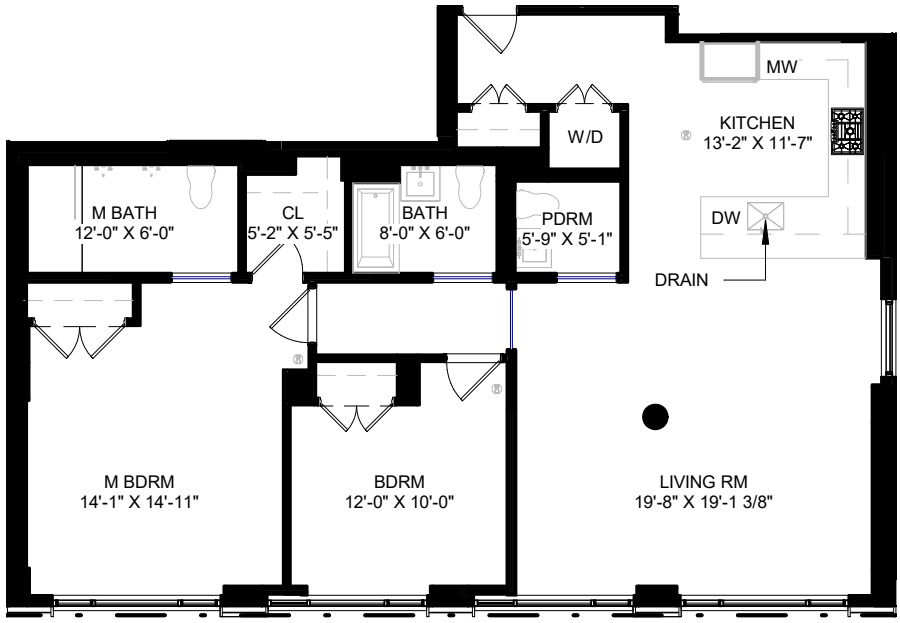
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

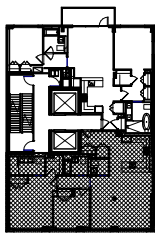
128 W 23RD ST
NEW YORK, NY 10011

ELEVENTH FLOOR, RESIDENCE 11B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,427 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

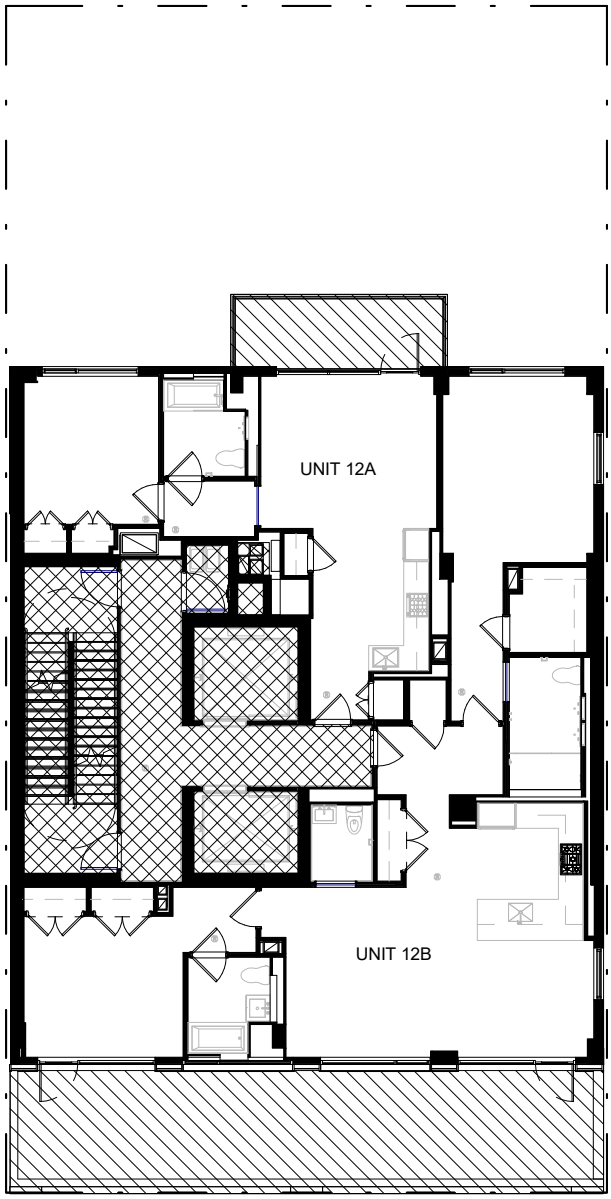
128 WEST 23RD STREET CONDOMINIUM

128 W 23RD ST
NEW YORK, NY 10011

465

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

TWELFTH FLOOR



RESIDENTIAL UNIT
COMMERCIAL UNIT
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
RESIDENTIAL UNIT LIMITED COMMON ELEMENT
COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

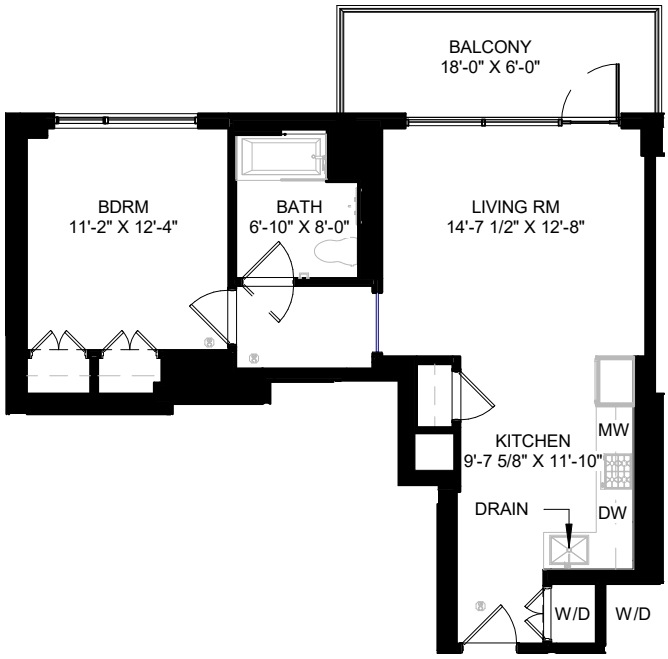
128 WEST 23RD STREET CONDOMINIUM

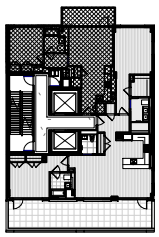
466

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

TWELFTH FLOOR,
RESIDENCE 12A
1 BEDROOM, 1 BATH
GROSS AREA: 696 SF
BALCONY: 108 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

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128 WEST 23RD STREET CONDOMINIUM

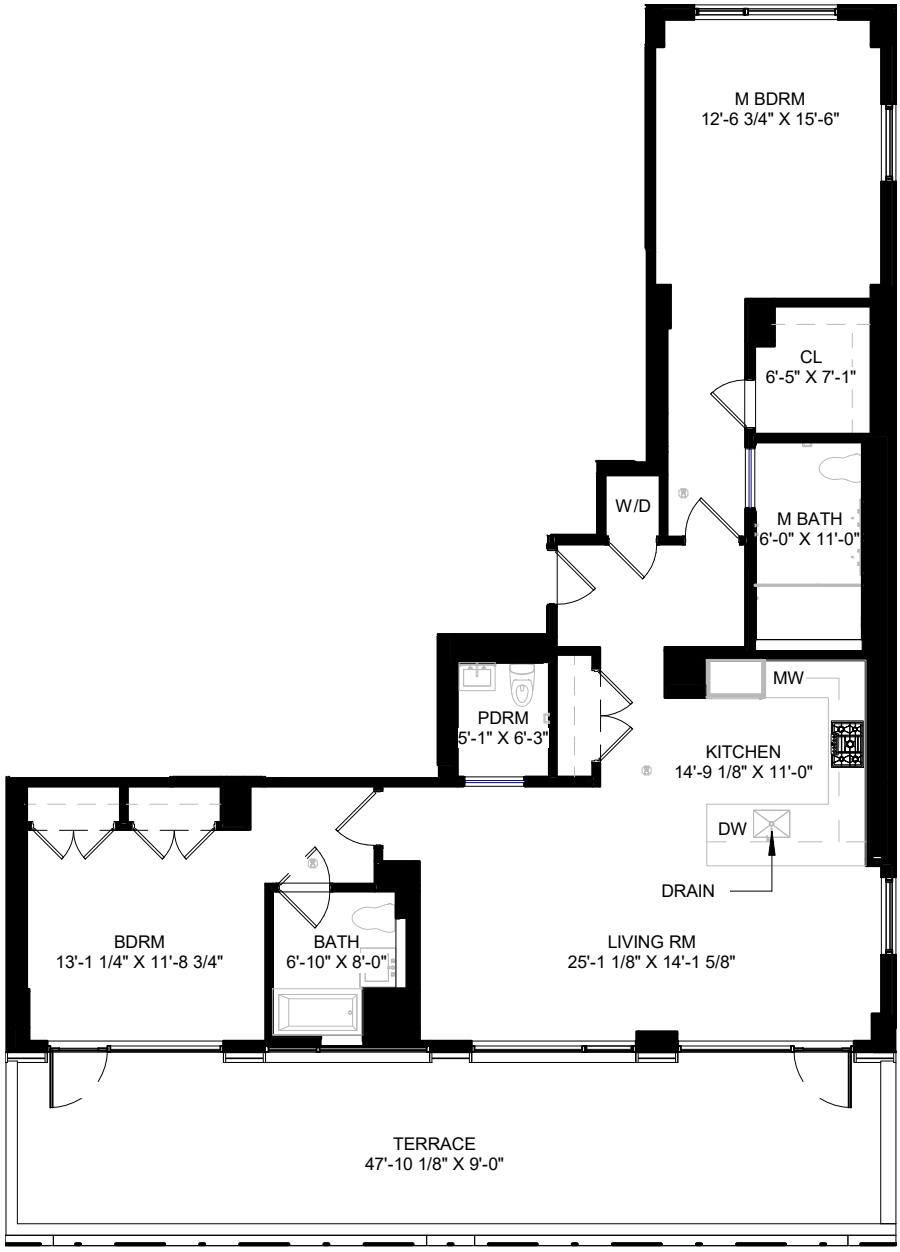
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Revisions Date: 12/20/19
01/23/20

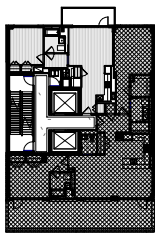
128 W 23RD ST
NEW YORK, NY 10011

TWELFTH FLOOR, RESIDENCE 12B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,453 SF
TERRACE: 524 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

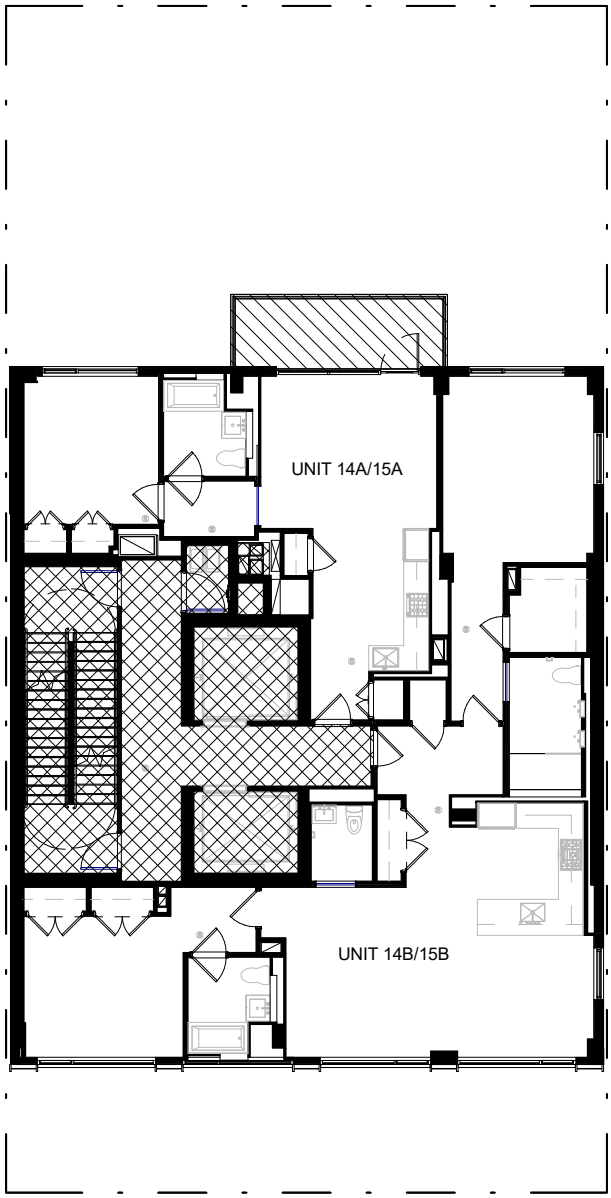
128 WEST 23RD STREET CONDOMINIUM

468

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FOURTEENTH/ FIFTEENTH FLOOR



- RESIDENTIAL UNIT
- COMMERCIAL UNIT
- GENERAL COMMON ELEMENT
- RESIDENTIAL LIMITED COMMON ELEMENT
- RESIDENTIAL UNIT LIMITED COMMON ELEMENT
- COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

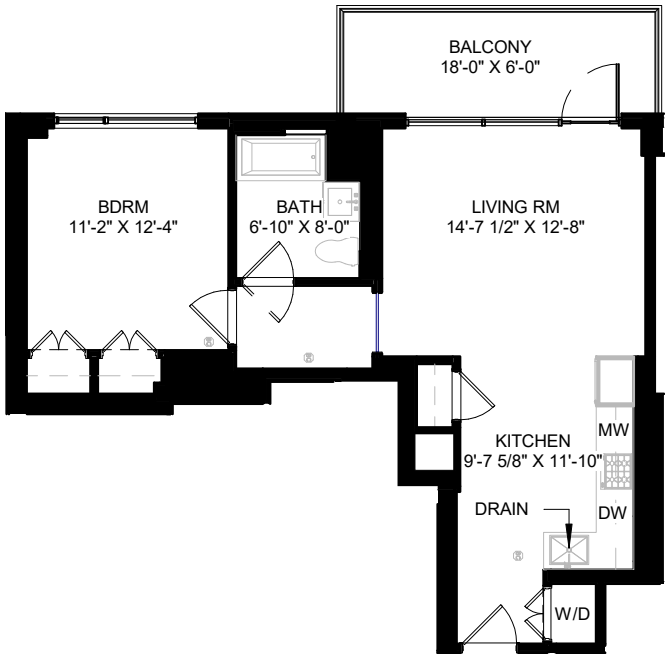
128 WEST 23RD STREET CONDOMINIUM

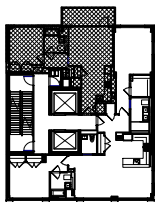
469

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FOURTEENTH FLOOR,
RESIDENCE 14A
1 BEDROOM, 1 BATH
GROSS AREA: 696 SF
BALCONY: 108 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

470

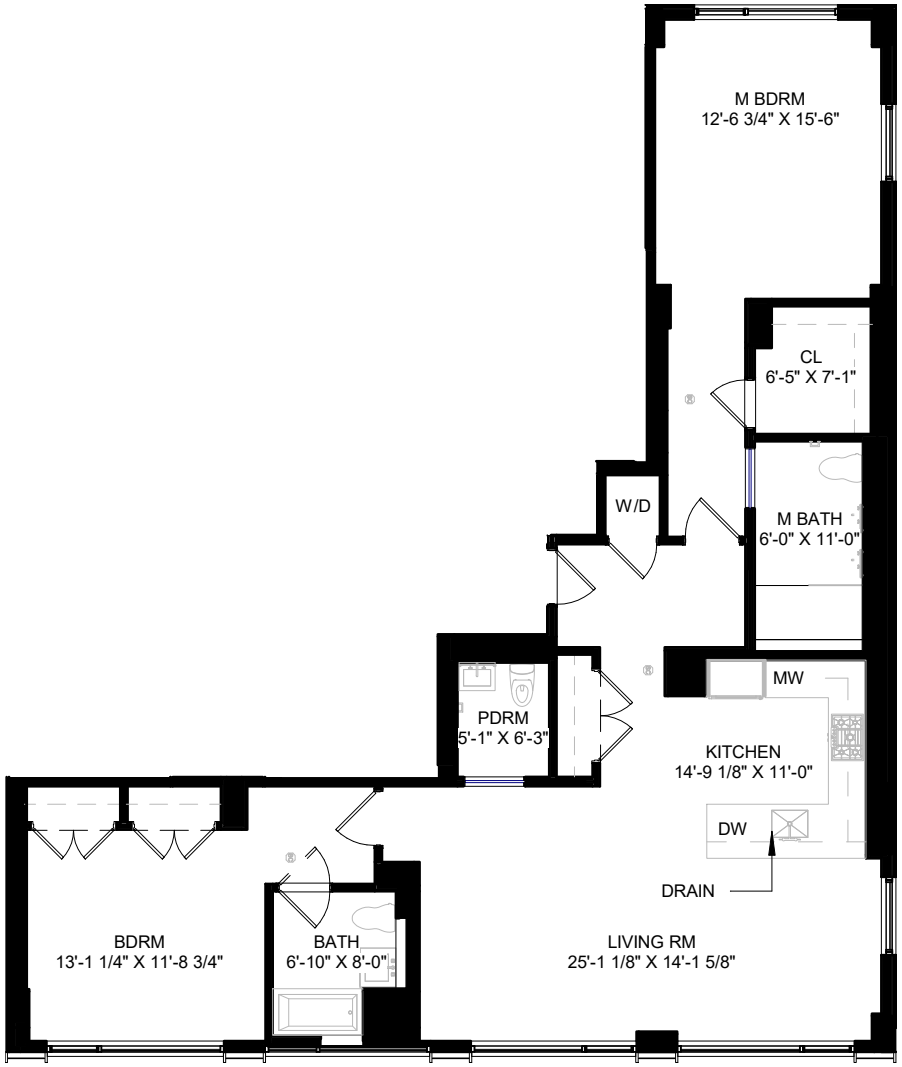
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Revisions Date: 12/20/19
01/23/20

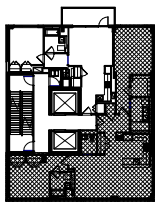
128 W 23RD ST
NEW YORK, NY 10011

FOURTEENTH FLOOR, RESIDENCE 14B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,453 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

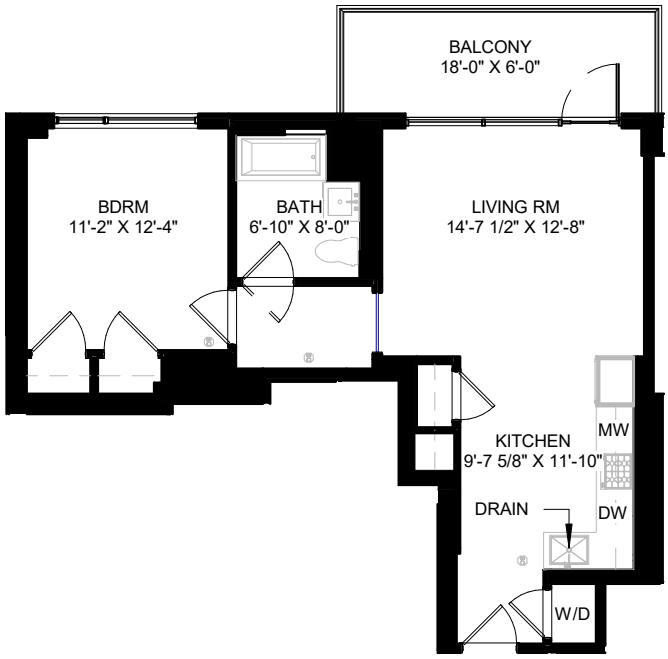
128 WEST 23RD STREET CONDOMINIUM

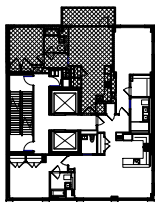
471

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

FIFTHTEENTH FLOOR,
RESIDENCE 15A
1 BEDROOM, 1 BATH
GROSS AREA: 696 SF
BALCONY: 108 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

472

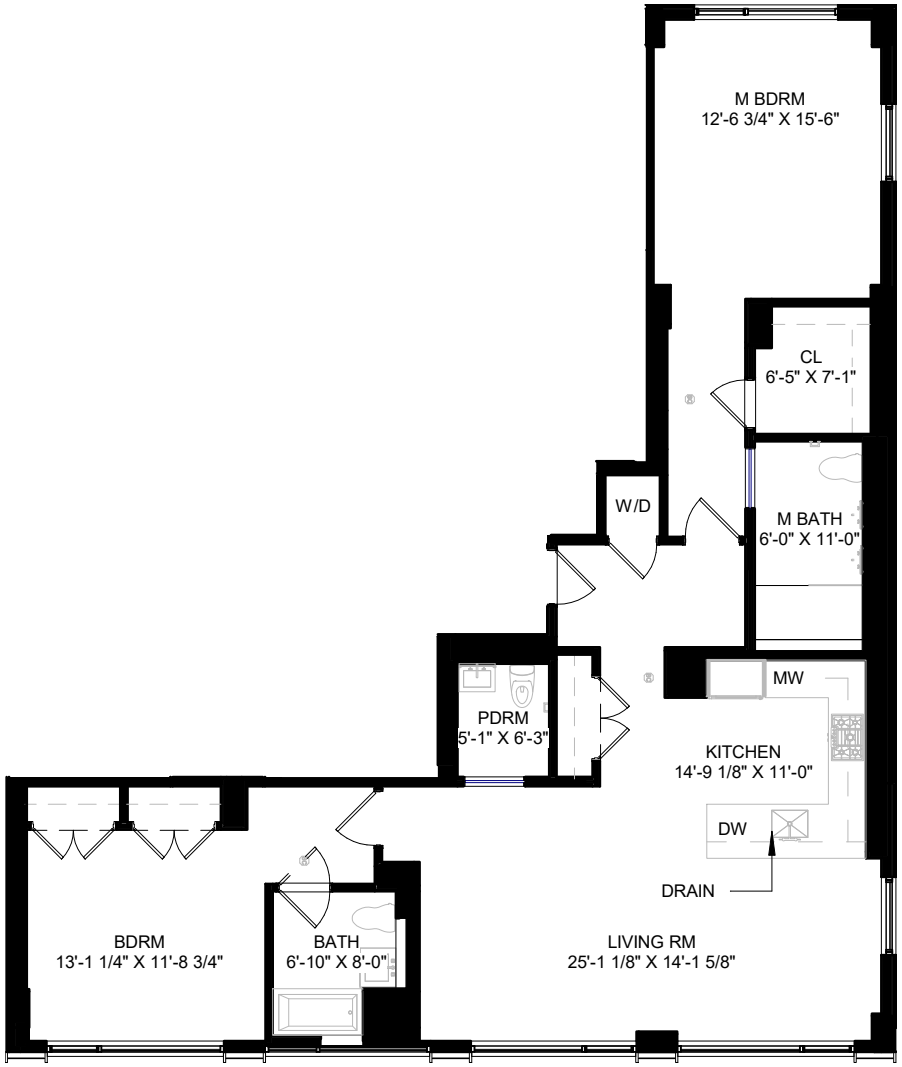
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Revisions Date: 12/20/19
01/23/20

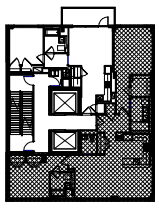
128 W 23RD ST
NEW YORK, NY 10011

FIFTHTEENTH FLOOR, RESIDENCE 15B

2 BEDROOM, 2.5 BATH
GROSS AREA: 1,453 SF

NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

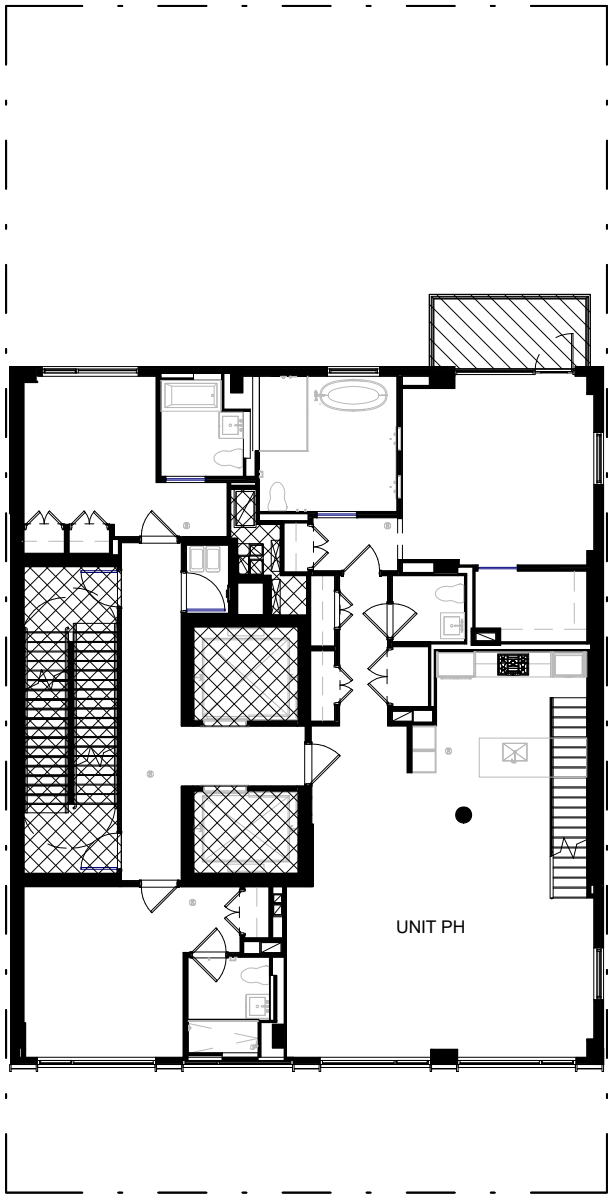
128 WEST 23RD STREET CONDOMINIUM

473

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

PENTHOUSE FLOOR



RESIDENTIAL UNIT
COMMERCIAL UNIT
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
RESIDENTIAL UNIT LIMITED COMMON ELEMENT
COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

474

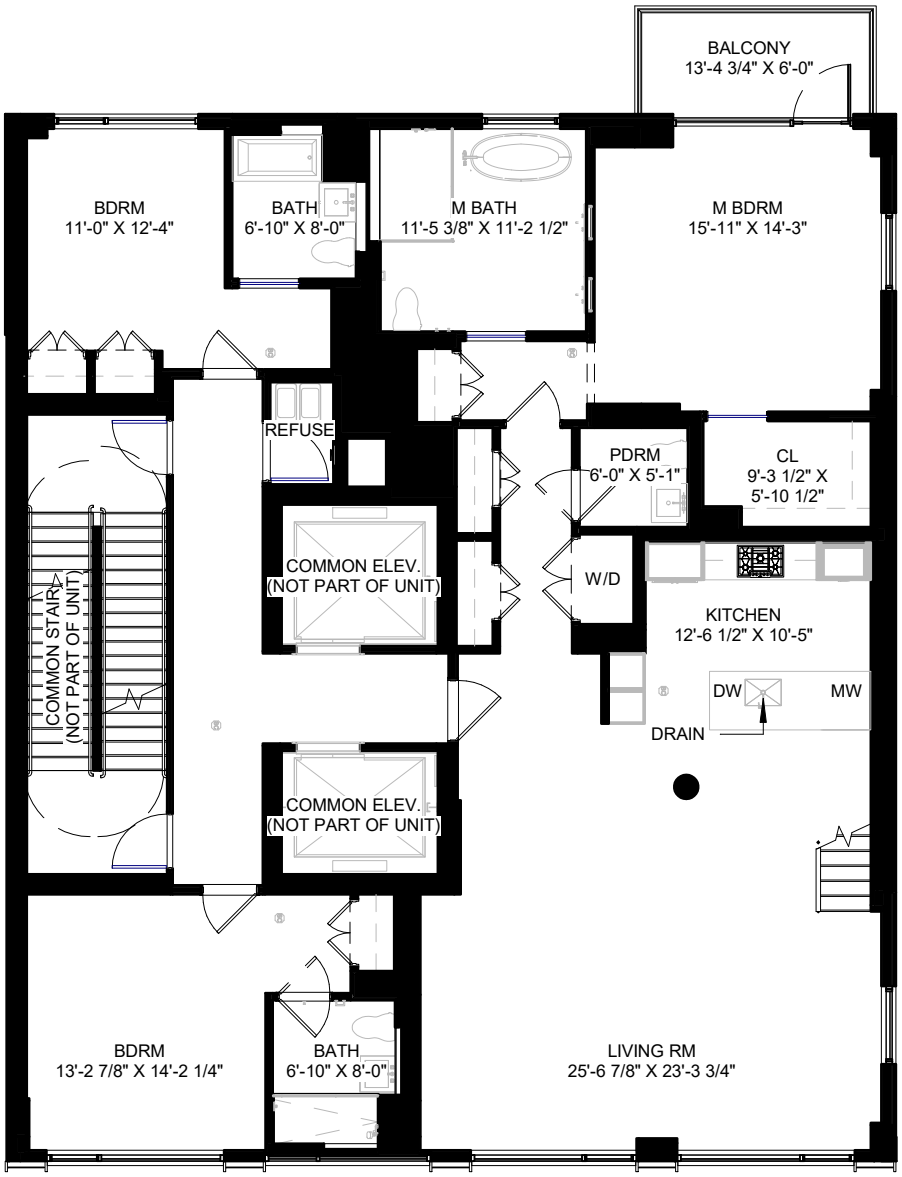
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

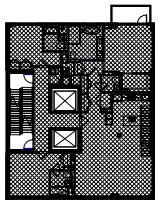
128 W 23RD ST
NEW YORK, NY 10011

PENTHOUSE FLOOR, RESIDENCE PH

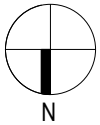
3 BEDROOM, 3.5 BATH
GROSS AREA: 2,451 SF
BALCONY: 80 SF

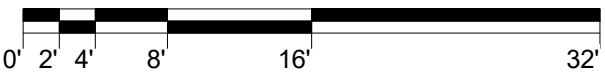
NOTE: ALL WEST FACING WINDOWS ARE LOT LINE WINDOWS





KEY PLAN
1/64" = 1'-0"





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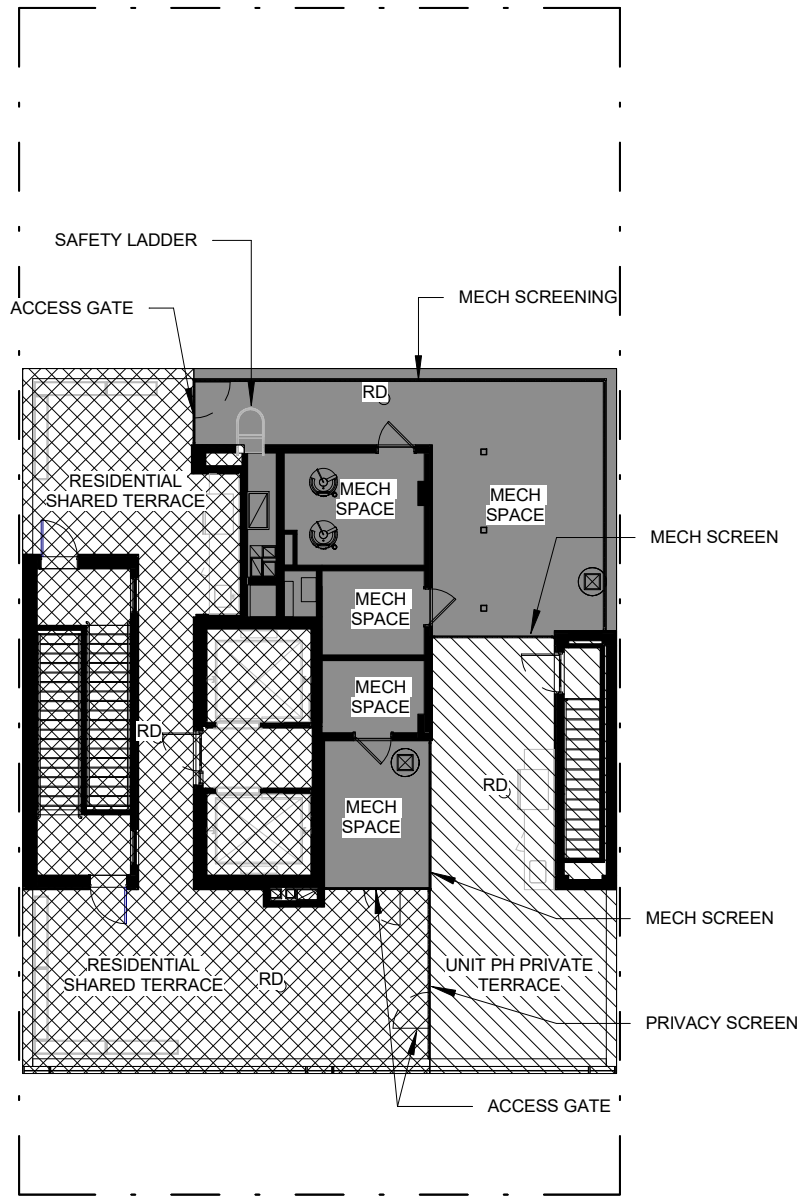
128 WEST 23RD STREET CONDOMINIUM

475

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

ROOF LEVEL



RESIDENTIAL UNIT
COMMERCIAL UNIT
GENERAL COMMON ELEMENT
RESIDENTIAL LIMITED COMMON ELEMENT
RESIDENTIAL UNIT LIMITED COMMON ELEMENT
COMMERCIAL UNIT LIMITED ELEMENT

N

0' 4' 8' 16' 32' 64'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

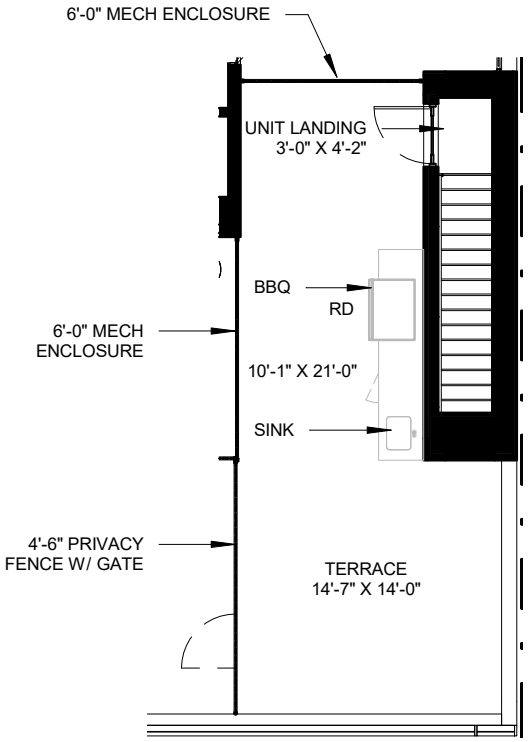
128 WEST 23RD STREET CONDOMINIUM

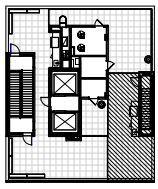
476

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

ROOF BULKHEAD,
RESIDENCE PH
3 BEDROOM, 3.5 BATH
GROSS AREA: 30 SF
TERRACE: 455 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

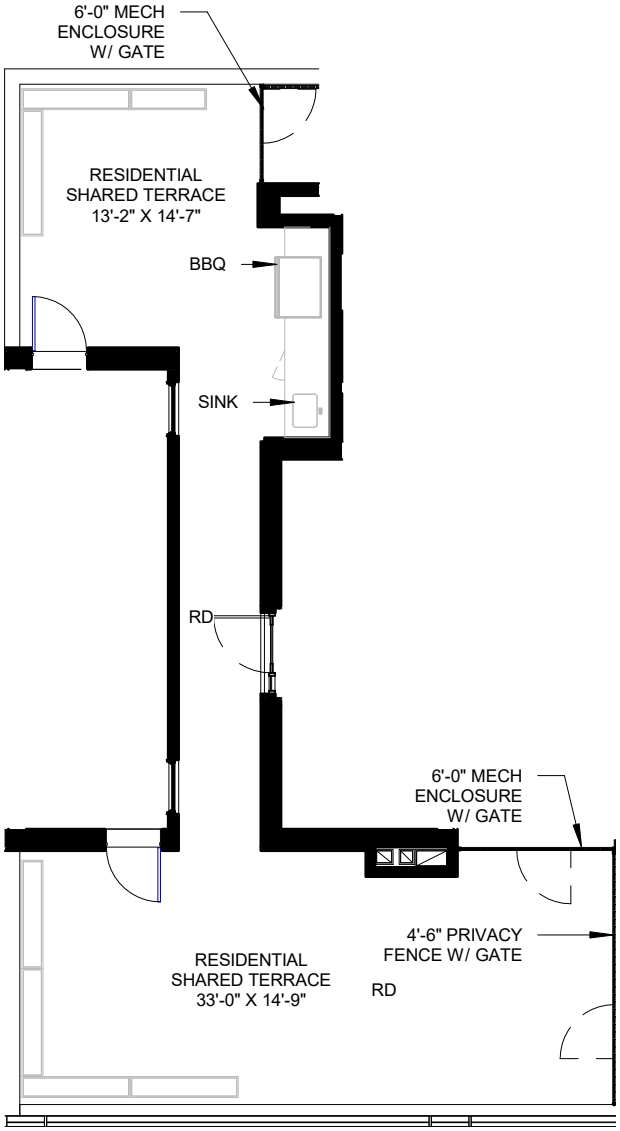
128 WEST 23RD STREET CONDOMINIUM

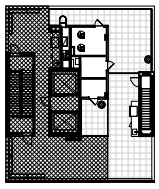
477

Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011

ROOF LEVEL,
COMMON AMENITY SPACE
TERRACE: 923 SF





KEY PLAN
1/64" = 1'-0"

N

0' 2' 4' 8' 16' 32'

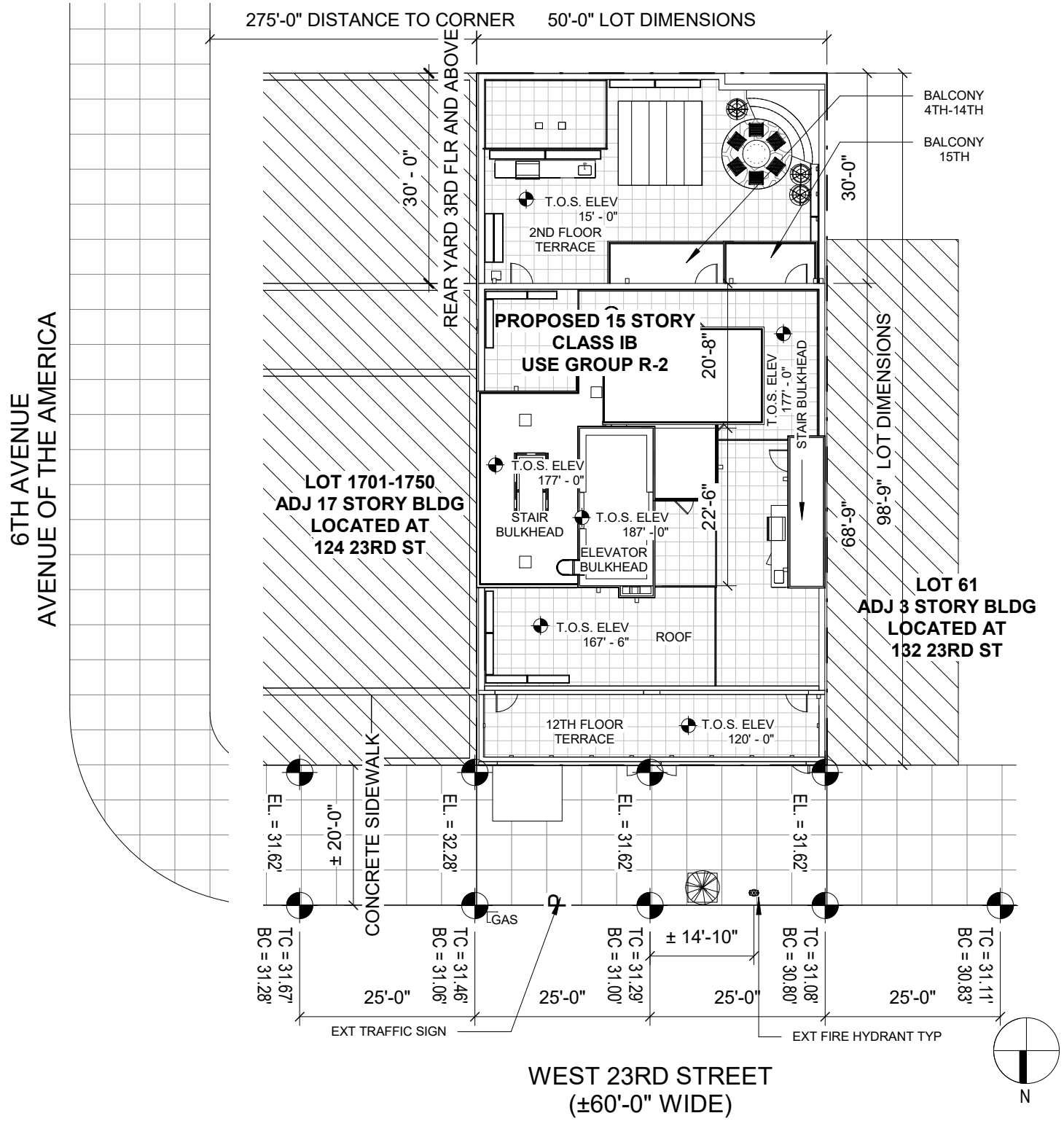
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128 WEST 23RD STREET CONDOMINIUM

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Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

128 W 23RD ST
NEW YORK, NY 10011



SITE PLAN

0' 5' 10' 20' 40' 60'

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128 WEST 23RD STREET CONDOMINIUM

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Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

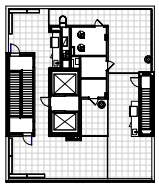
128 W 23RD ST
NEW YORK, NY 10011

NORTH ELEVATION

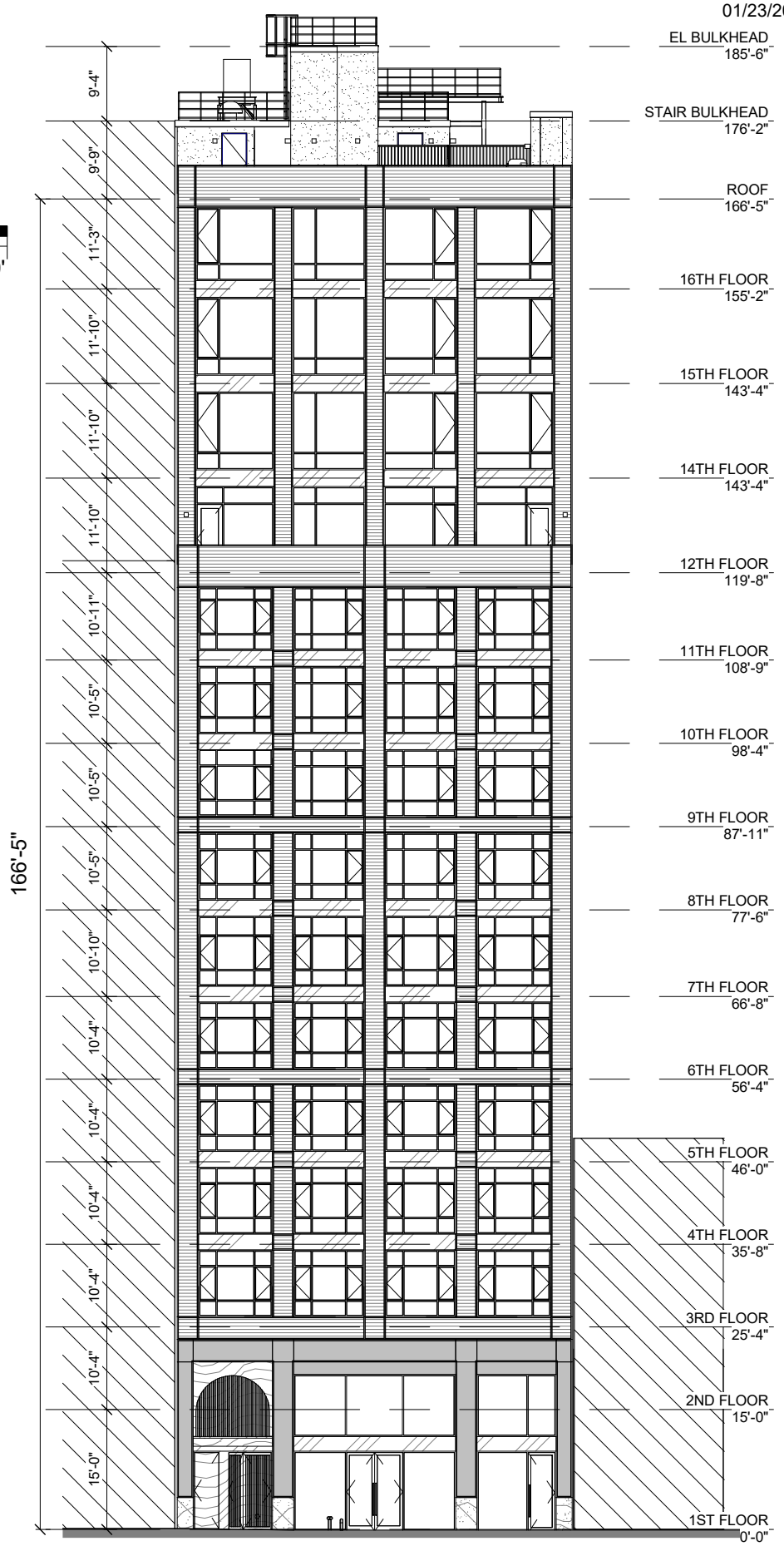
0' 5' 10' 20' 40' 60'

MATERIAL LEGEND

- GRANITE GREY GROOVED TERRACOTTA PANEL
- FERRO GREY TERRACOTTA PANEL
- STUCCO SYSTEM
- PTD ALUM SLAB COVER
- STEEL GREY GRANITE OR SIMILAR



KEY PLAN
1/64" = 1'-0"



All dimensions are approximate and subject to construction variances and tolerances. Plans and dimensions may contain minor variations from floor to floor. Square footage is approximate and exceeds the usable floor area as it includes columns, mechanical pipes, shafts, shaftways, chaseways and conduits and other Common Elements. Sponsor reserves the right to make changes in accordance with the Offering Plan.

128 WEST 23RD STREET CONDOMINIUM

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Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
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128 W 23RD ST
NEW YORK, NY 10011

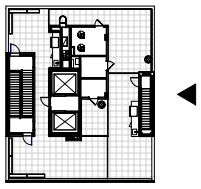
WEST ELEVATION

0' 5' 10' 20' 40' 60'

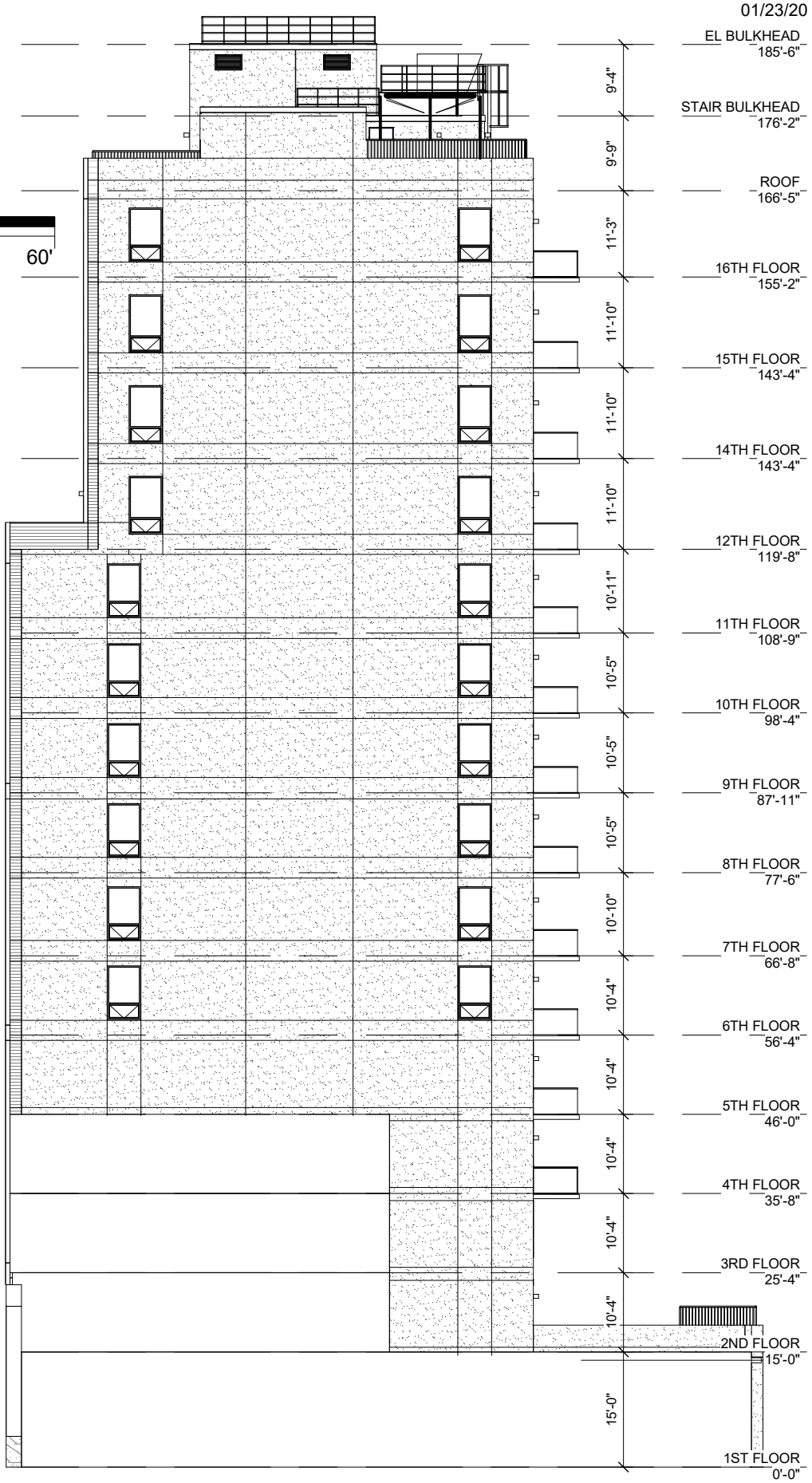
MATERIAL LEGEND

- GRANITE GREY GROOVED TERRACOTTA PANEL
- FERRO GREY TERRACOTTA PANEL
- STUCCO SYSTEM
- PTD ALUM SLAB COVER
- STEEL GREY GRANITE OR SIMILAR

All windows this elevation are lot line windows.



KEY PLAN
1/64" = 1'-0"



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128 WEST 23RD STREET CONDOMINIUM

128 W 23RD ST
NEW YORK, NY 10011

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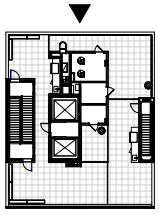
Initial Submission Date: 05/28/19
Revisions Date: 12/20/19
01/23/20

SOUTH ELEVATION

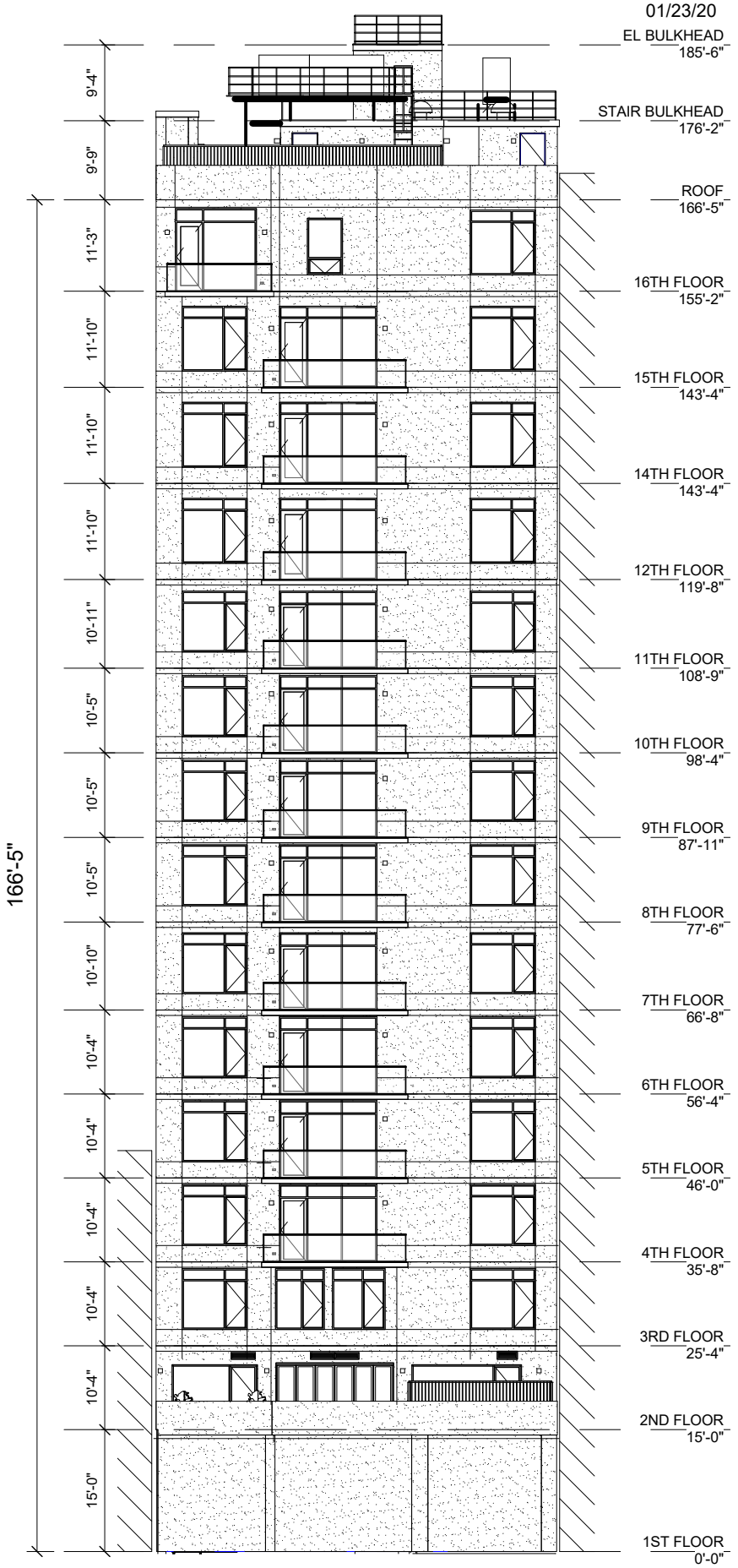
0' 5' 10' 20' 40' 60'

MATERIAL LEGEND

- GRANITE GREY GROOVED TERRACOTTA PANEL
- FERRO GREY TERRACOTTA PANEL
- STUCCO SYSTEM
- PTD ALUM SLAB COVER
- STEEL GREY GRANITE OR SIMILAR



KEY PLAN
1/64" = 1'-0"



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128 WEST 23RD STREET CONDOMINIUM

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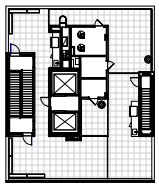
128 W 23RD ST
NEW YORK, NY 10011

EAST ELEVATION

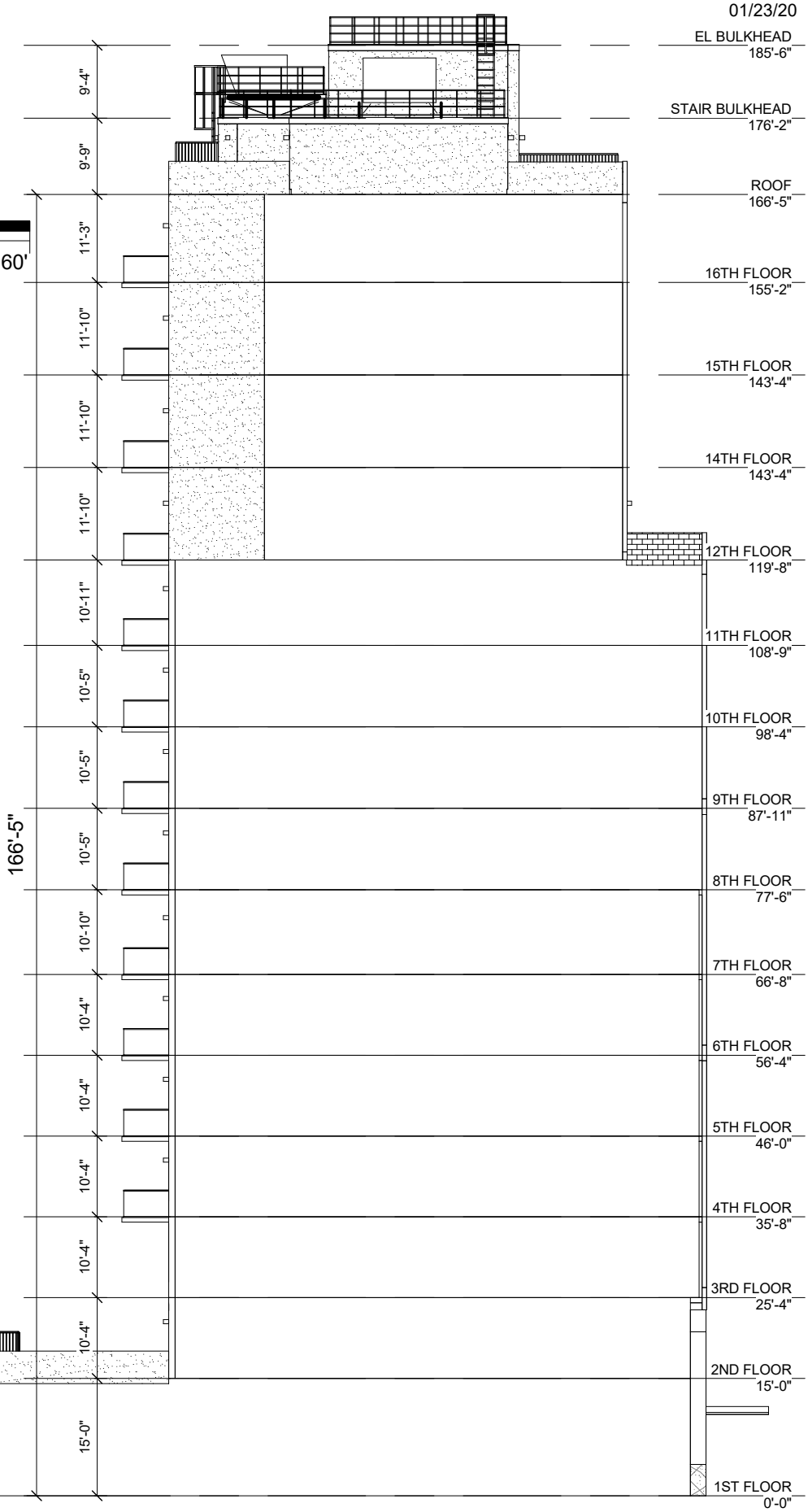
0' 5' 10' 20' 40' 60'

MATERIAL LEGEND

- GRANITE GREY GROOVED TERRACOTTA PANEL
- FERRO GREY TERRACOTTA PANEL
- STUCCO SYSTEM
- PTD ALUM SLAB COVER
- STEEL GREY GRANITE OR SIMILAR



KEY PLAN
1/64" = 1'-0"



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DECLARATION

Establishing a Plan for Condominium Ownership of Premises located at 128 West 23rd Street, New York County, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: 128 West 23rd Street Condominium
Located at 128-130 West 23rd Street
New York, New York 10016

SPONSOR:

Gramercy 128 West, LLC
c/o Pan Brothers Associates
14 West 23rd Street
New York, NY 10010

DATE OF DECLARATION: _____, 20__.

The land affected by the within instrument lies in Block 798 Formerly Tax Lots 59 and 60 now known as new Lot 59 and to be Known as Tax Lots ____ to ____ on the Tax Map of the Borough of Manhattan, County, City and State of New York.

Record and Return:

D'AGOSTINO, LEVINE, LANDESMAN, LEDERMAN, RIVERA & SAMPSON, LLP
Attorneys for Sponsor
345 Seventh Avenue, 23rd Floor
New York, New York 10001
(212) 564-9800

Declaration Establishing a Plan for Condominium Ownership of Premises to be known as 128 West 23rd Street Condominium located at 128-130 West 23rd Street, Borough of Manhattan, County of New York, City and State of New York, Pursuant to Article 9-B of Real Property Law of the State of New York.

Gramercy 128 West, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and authorized to do business in the State of New York, with offices at c/o Pan Brothers Associates, 14 West 23rd Street, New York, New York 10010, hereinafter collectively referred to as the "Sponsor" and/or "Declarant" does hereby declare:

1. **Submission of Property**: Sponsor hereby submits the land hereinafter described, together with the building and improvements thereon erected (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York. Specifically excluded are any unused transferable air rights and/or development rights pertaining to the Land or Building, which rights are being reserved by Sponsor for itself and any successors or assigns.

2. **Area and Location of Land**. The land ("Land") has an area of approximately 4,937.50 square feet and consists of all that certain tracts, plots, pieces and parcels of land situate, lying and being in the County of New York, City and State of New York, more particularly described on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple.

3. **Name of Condominium**. The Condominium shall be known as 128 West 23rd Street Condominium.

4. **Description of the Building**. The Sponsor is constructing a new building to be situated at the Property. The new building will be a mixed use commercial/residential building, consisting of sixteen (16) designated floors (fifteen (15) structural floors) plus a cellar level, main roof and roof bulkhead levels. As shown on the Floor Plans (defined hereinafter), the floors of the Building are designated cellar, ground or first floor, second floor through the twelfth floor, then the fourteenth floor through the sixteenth floor which will also be known as the penthouse level. Although there is a structural thirteenth floor, there is no designated thirteenth floor in the New Building. All floor references in this Declaration and in the By-Laws of the Condominium to particular floors of the Building are in accordance with such floor designations. As a result, the elevation of such floors above the twelfth floor may not correspond to similarly designated floors in a typical residential building which has a designated thirteenth floor. Floor numbering in the construction plans for the Building filed with the New York City Department of Buildings include references to construction or structural levels above the twelfth floor which differ from the floor designations as set forth in this Declaration and the By-Laws of the Condominium. Further, pursuant to such designations, the sixteenth floor (structural fifteenth floor) shall be designated as

the penthouse floor while the main roof levels will be comprised of a common outdoor roof terrace for the exclusive use of all of the Residential Unit Owners, a stair bulkhead which is part of the penthouse Unit providing access to its private roof terrace, plus mechanical rooms, mechanical equipment, condenser units and the cooling towers, if any, for the Building. Additionally, the second floor of the Building will contain a mechanical terrace for the Commercial Unit and certain recreational amenities, including, a gym/lounge, a half bathroom, and outdoor rear terrace, while the cellar level contains a common storage room with individual storage rooms therein, and a bike storage room, all of which will be for the exclusive use of either individual Residential Unit Owners or all of the Residential Unit Owners.

The newly constructed Building shall be comprised of one (1) commercial unit (the "Commercial Unit") and thirty (30) residential units (the "Residential Units"), plus other common elements of the Building as defined herein (the "Common Elements"). The Common Elements shall either be for the use of all of the Unit Owners ("General Common Elements") or for the exclusive use of one or more Unit Owners ("Limited Common Elements").

The Commercial Unit will be located on those portions of the first floor and the cellar level of the Building which are not Common Elements. The third, fourth, fifth, sixth and seventh floors will contain three (3) Residential Units, while the eighth, ninth, tenth, eleventh, twelfth, designated fourteenth and fifteenth floors will each contain two (2) Residential Units. The one (1) Residential Unit on the designated sixteenth floor will be known as PHA. PHA is a duplexed Unit with stair bulkhead space at the main roof of the Building above accessing its private roof terrace. Each level of PHA is accessed by an internal communicating staircase which is part of the Unit. The Residential Units are one-, two- or three-bedroom Units. Thirteen (13) of the Residential Units have adjacent private balconies or terraces which are directly accessed from those Units. The private balconies or terraces shall be Limited Common Elements for the exclusive use of the Unit Owners having direct access thereto. All private balconies or terraces adjacent to and directly accessed from a Residential Unit shall have a traffic bearing surface consisting of either concrete or concrete pavers or such other equivalent material.

The Building being newly constructed is projected to be completed by the end of December of 2020. Pursuant to the New York City Building Code, the Class of Construction for the Building is Class 1B (Fireproof-Non-Combustible) construction. A new Certificate of Occupancy will be obtained by the Sponsor upon final completion of the project.

The Building has a cellar level consisting of a part of the Commercial Unit, including a half bathroom, and portions of the Common Elements. The Common Elements located at the cellar level of the Building include, but are not limited to, tenant and building storage rooms, a bike storage room, an office for the

superintendent, the elevators and elevator pits for the two (2) passenger elevators located at the central core of the Building. Additional Common Elements at the cellar level of the Building include, the refuse compactor room and chute, a half bathroom, an electric room, the gas room, water sprinkler room, telecom room and detention tank, miscellaneous mechanical rooms, as well as common service corridors and the fire staircases. The tenant storage room located at the cellar level contains thirty (30) individual storage rooms, which will be licensed to individual Residential Unit Owners.

Common Elements located at the first-floor level include the main residential entrance to the Building located on West 23rd Street, the residential vestibule and lobby, the mail area and package room, the elevator lobby, the two (2) passenger elevators at the central core of the Building as well as common service or public corridors and fire staircases. Additionally, there is a service entrance at the northeasterly side or front of the Building which provides a second means of egress to the Building. This service staircase exits to a street entrance on West 23rd Street.

Common Elements located at the second floor of the Building include a half bathroom and a gym/lounge with its adjacent outdoor terrace area and an outdoor mechanical space for the Commercial Unit, all of which shall be Common Elements of the Condominium. The passenger elevators, elevator lobby, refuse room, except to the extent it is part of a Unit, with compactor chute, mechanical rooms or equipment closets, if any, fire staircases and public corridors, except to the extent it is part of a Unit, on each floor above the first floor are also Common Elements of the Building.

Located at or above the main roof level of the Building, the common roof terrace, the cooling towers, if any, the elevator machine room, mechanical rooms and equipment and/or fans are also Common Elements. Other than the public or common roof terrace at the main roof level, the half bathroom, gym/lounge with its adjacent outdoor terrace area at the second floor, the bike storage room located at the cellar level and the common storage room with individual storage rooms located therein, there are no other common recreational areas or facilities at the Property. Any other roofs of the Building, including, but not limited to, the mechanical terrace areas located at the main roof or other roofs of the Building, are either common areas not meant for public access or use or Limited Common Elements for the exclusive use of one or more Unit Owners. Additionally, there are no parking facilities which are part of the Property and the Building does not have balconies or terraces other than the balconies and roof terraces described above.

There are two (2) “scissor stair” fire staircases at the Building which run from the cellar level to the main roof of the Building. The Building has two (2) passenger

elevators at the central core of the Building. Both elevators service all of the floors of the Building from, and including, the cellar, to and including, the designated sixteenth floor and main roof of the Building. One of these elevators also serves as a service elevator for the residential portions of the Building. The passenger elevators are electric traction elevators. There are no fire escapes at the Building.

The basic building structural system is constructed using case-in-place reinforced concrete flat plat slabs. The floor slabs also act as sound and impact insulation between floors. The slabs are supported by concrete columns and shear walls. Additionally, shear walls were provided at the east and west end of the Building with the western shear wall terminating at the roof, the eastern shear wall terminating at the stair bulkhead, and all other shear walls terminating at the elevator bulkhead. Exterior walls are constructed as follows: the north façade is a terracotta rainscreen system while the west, south and remaining façade are an exterior insulation finish system ("EFIS"). The window construction consists of thermally broken aluminum, double glazed, with painted aluminum sills.

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

The west façade of the Building has Lot-Line Windows. The west façade is located adjacent to a three story building which could potentially be developed in the future. Additionally, the west façade does not have a legal light and air easement. If future development of the adjacent building along the west façade occurs, the Owners of the affected Units in the Building will be responsible for the cost of sealing the Lot-Line Window(s) located in such Units. The following rooms within the affected Units have Lot-Line Windows.

FLOOR	UNIT	ROOM
6th – 11th	A	M. Bdrm
	B	Kitchen/Living Rm
12th	B	M. Bdrm
		Kitchen/Living Rm
14th	B	M. Bdrm
		Kitchen/Living Rm
15th	B	M. Bdrm
		Kitchen/Living Rm
16th	PH	M. Bdrm
		Living Rm

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

Legal light and air which is required for the issuance of the certificate of occupancy for the Building, is being provided by the windows on the northerly and southerly façades. The Lot-Line Windows on the westerly side of the Building provide supplementary light and air only. The subsequent sealing of these Lot-Line Windows will not affect the validity of the certificate of occupancy. As Lot-Line Windows, the view from such windows may be obstructed or completely blocked in the future if a new building or structure is constructed on an adjoining property.

The roofing system is an inverted insulated roof membrane assembly system and concrete pavers. Flashing is aluminum.

Primary space heating is provided by variable refrigerant flow ("VRF") split system units in the Residential Units and residential areas including the gym/lounge and residential lobby. There is no heat provided for the Commercial Unit which will require a separate system to be installed by the Commercial Unit Owner at its sole cost and expense. Domestic hot water is generated by two (2) gas fired hot water storage heaters located in the mechanical room on the main roof. These hot water heaters also serve and provide hot water to the Commercial Unit.

Heating and air conditioning systems are designed to meet the requirements of the New York State Energy Conservation Construction Code. The HVAC System has been designed to utilize high efficiency variable refrigerant systems and an outdoor air rooftop unit. Each Residential Unit has an indoor heat pump air handling unit with air distribution ductwork, having wall/ceiling mounted registers with an air filter installed in the return air plenum. VRF condensing units provide primary heating and cooling in the Residential Units. The corridors on floors 1-16 are served by a packaged rooftop unit with a cooling coil. All rooftop units sit on curbs or dunnage to reduce vibration and noise infiltration to the Units below.

The Commercial Unit Owner shall be responsible for any additional equipment installations necessary to heat and/or air-condition the Commercial Unit or to provide additional hot water therein. In the sole discretion of the Sponsor, its designee or the Commercial Unit Owner, such equipment installations may be located in the Commercial Unit, Commercial Limited Common Elements and/or other General Common Elements of the Building, including, but not limited to, those portions of the roofs or floors of the Building designated for mechanical equipment but subject to the provisions of the Declaration and the By-Laws of the Condominium (including obtaining the consent of the Board of Managers, to the extent required by this Declaration and/or By-Laws). For example the Commercial Unit Owner can install additional mechanical equipment, including but not limited to, additional gas meters, electric meters and water meters and other HVAC and/or other mechanical equipment, servicing the Commercial Unit in the various mechanical rooms which are General Common Elements located on the cellar and/or roof levels of the Building and in connection therewith shall have the right

to access the mechanical chases and risers in the Building which are also General Common Element without the consent of the Board of Managers, provided that such installation and/or access does not directly, materially and adversely impact the Condominium or the Residential Unit Owners. Such access and installation shall be at the sole cost and expense of the Commercial Unit Owner. Further, the Commercial Unit Owner shall reimburse the Board of Managers for its actual costs attributable to such installation and use.

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

Each of the Units shall be separately metered or submetered for the consumption and cost of electricity in the respective Unit. A common meter or meters or submeters shall measure the consumption of electricity in the common areas or Common Elements, including the Residential Limited Common Elements and Commercial Limited Common Elements which shall be paid by the Board of Managers as a Residential Common Expense of all of the Residential Unit Owners only. Water and sewer services are provided for by the City of New York. The

Residential and Commercial Units in the Building shall be metered or submetered for water usage by one or more meters. The cost of water consumption in all of the Units and in the Common Elements shall initially be a Shared Common Expense of all of the Unit Owners. Water service and all related sewer rents initially include a minimal amount of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

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

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

5. **The Units.** Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: unit designation; tax lot number; percentage interest in the Common Elements; contributing share percentage; approximate square footage area of the Unit and its exclusive Limited Common Elements, if any; location; number of rooms and baths; and the portion of the Common Elements to which the Unit has immediate access. The location of each Unit is more clearly designated on the Floor Plans (as hereinafter defined) and reference should be made thereto for the statement of the location of each Unit.

As shown on the Floor Plans of the Building (the "Floor Plans"), certified by Daniel Bernstein, a principal of Kutnicki Bernstein Architects, and intended to be filed in the New York County Office of the Register of the City of New York, simultaneously with the recording of this Declaration, the approximate physical dimensions of each Residential Unit consists of the area measured horizontally on one or more floors from the Unit side of the glass or the line of the outside face of the drywall attached to the exterior walls of the Building (concrete, brick and/or

masonry columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits whether located at the perimeter of the Unit and/or within the Unit, and any corridor and the refuse room which are part of the PH Unit, are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from another Unit, corridors which are not part of the PH Unit, stairs, elevators and other mechanical equipment spaces or any Common Elements; or to the Unit side of the glass or the line of the outside face of the drywall attached to the opposite exterior walls of the Building. Vertically, each Residential Unit consists of the space on each floor of the Building, if applicable, between the upper face of the concrete floor slab below and the upper face of the drywall ceiling above or where there is no dry wall ceiling, the under face of the concrete floor slab above. For the purpose of clarification and to avoid any doubt, the corridor adjacent to the elevators and fire staircase at the PH level of the Building is part of the PH Unit, subject to an easement for emergency fire egress purposes. Doors and windows which open from or form a border of a Residential Unit shall be deemed part of the Unit.

As shown on the aforementioned Floor Plans, the Commercial Unit located on a portion of the first floor and a portion of the cellar level of the Building, consists of the area on those levels measured horizontally from the Unit side of the glass or the inside face of the exposed concrete structural member or the exposed blockwork or brickwork of the exterior walls or foundations of the Building, as the case may be, (perimeter concrete, brick and/or masonry columns and perimeter mechanical pipes, shafts, shaftways, chases, chaseways, and conduits, whether located at the perimeter of the Unit and/or within the Unit, are not deducted for square footage calculations) to the outside face of the drywall or the inside face of the exposed concrete structural member or the inside face of the exposed blockwork of the interior walls and partitions separating the Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements; or the line of the outside face of the drywall or exposed concrete or blockwork of the opposite exterior walls or foundations of the Building, as the case may be. Vertically, the Commercial Unit consists of the space on those portions of the first floor and on those portions of the cellar level between the upper face of the concrete floor slab and the upper face of the drywall ceiling above or where there is no drywall ceiling, the under face of the concrete floor slab above. Doors and windows, together with any storefront attached and/or adjacent thereto, which open from or form border of the Commercial Unit shall be deemed a part of the Commercial Unit. Further, the half bathroom located within the Commercial Unit, as well as any staircase, installed within the Commercial Unit leading from the cellar to the first floor, shall be deemed part of the Commercial Unit.

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

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

Any Common Elements located within a Unit will not be considered a part of such Unit.

6. **Common Elements**. The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units or unless otherwise specified. Common Elements are comprised of General Common Elements and Limited Common Elements. They include, without limitation, the following:

A. General Common Elements:

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

(2) At the cellar and first floor levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Commercial Unit from the corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the

Commercial Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating the Commercial Unit from another subdivided Commercial Unit, or separating the Commercial Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit; the common fire staircases and corridors, stairs, elevators, vestibules, if any, or lobbies not within the Commercial Unit or which are not specifically designated below as Limited Common Elements; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit is attached; the entrances to and exits from the Building, including the service entrance and/or second means of ingress and egress located at the front of the Building, which are not designated below as Limited Common Elements; all cellar or first floor areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric room, the gas room, the water sprinkler room, telecom room and the ARC system room, including any and all related Facilities located in such rooms and located at the cellar level; the detention tank located at the cellar level of the Building; the gas meters, water meters and electric meters at the cellar level, if any, except to the extent included below as Limited Common Elements;

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

(5) The boilers, hot water heaters, if any, heating and/or air-conditioning equipment, cooling towers and water tanks, if any, and related machinery or Facilities, wherever located in the Building, including, but not limited to, the mechanical rooms located at the designated sixteenth floor and the main roof and/or other roofs of the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(6) Any piping and/or ductwork which is necessary for the functioning of the boilers and hot water heaters, if any, heating and/or air-conditioning equipment and cooling towers, if any, wherever located in the Building, including, but not limited to, the mechanical

rooms located at the designated sixteenth floor and the main roof and/or other roofs of the Building, which service both the Commercial Unit and the Residential Units or the General Common Elements;

(7) All sewer pipes and drainage pipes;

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

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

B. **Limited Common Elements**. The following portions of the Common Elements will be Limited Common Elements which shall be for the exclusive use of either all of the Residential Unit Owners ("Residential Limited Common Elements") or the Commercial Unit Owner ("Commercial Limited Common Elements") or an individual Residential Unit Owner ("Residential Unit Limited Common Elements"):

(1) Residential Limited Common Elements:

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

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

(1b) Other than the service entrance and/or second means of ingress or egress located at the front of the Building, the common public corridors and fire staircases located at the first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

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

(1d) The common storage room for the Building, office for the superintendent, and half bath located at the cellar level, and all other rooms, areas, spaces and other parts of the Building, which are not

Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

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

(1g) The trash compactor room and trash compactor machinery and related Facilities located at the cellar level of the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

(1i) The elevator lobby, together with the adjoining trash room, except to the extent it is part of a Unit, and any equipment closets, located on each of floors numbered 2 through and including the main roof

level; all Facilities related thereto; all of which shall be for the exclusive use of the all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1j) The main residential entrance, together with its canopy, if any, located on the West 23rd Street side of the Building, the residential lobby together with the adjoining elevator lobby, mail area and package room, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The half bathroom and gym/lounge with its outdoor adjacent terrace, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

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

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

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

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

which shall be for the exclusive use of all of the Residential Unit Owners;

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

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

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

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

(1u) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

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

Notwithstanding anything to the contrary in this Paragraph numbered 6, if a Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by those Residential Unit Owners who benefit from the Residential Limited Common Element in the proportion that the Common Interest of each benefitting Residential Unit Owner bears to the Common Interests of all benefitting Residential Unit Owners. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Residential Limited Common Element at their sole cost and expense.

(2) Commercial Limited Common Elements:

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

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

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

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

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

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

(3) Residential Unit Limited Common Elements:

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

(3b) Any fireplace, together with any flue and/or ductwork attached thereto, whether gas-fired or wood-burning, existing or installed at

some future date in any Unit shall be for the exclusive use of such Unit Owner;

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

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

Notwithstanding anything to the contrary in this Paragraph numbered 6, since a Residential Unit Limited Common Element benefits only a particular Residential Unit Owner, the costs of alteration, additional, repair, replacement and restoration thereto shall be borne solely by the Residential Unit Owner who benefits from the Residential Unit Limited Common Element. In addition, except as otherwise provided in Article VI, Section 10 of the By-Laws, such Residential Unit Owner shall be responsible for the normal operation, maintenance and repair of any such Residential Unit Limited Common Element at their sole cost and expense.

7. **Use of Units**. Subject to compliance with the By-Laws of the Condominium, each of the Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any

partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, retail and restaurant uses, or for any other lawful purpose. No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room will not be applicable to a Storage Room held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

8. **The Commercial Unit**. The Commercial Unit shall be located on a portion of the cellar level and a portion of the first floor.

The Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Condominium, Board of Managers or the Managing Agent, to sell or lease the Commercial Unit, or any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to the Commercial Unit Owner.

The Board of Managers shall be obligated to permit the Commercial Unit Owner, at such Unit Owner's sole cost and expense, to install and use additional equipment in the risers and conduits serving the Building, provided the Commercial Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

The Board of Managers does not have the right to (i) approve any change in the use of the Commercial Unit or any part thereof or (ii) to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use of the Commercial Unit except at the request of the Commercial Unit Owner. The Commercial Unit Owner shall have the right, without obtaining the consent of the Board of Managers or the Residential Unit Owners or mortgagees of Units other than the affected Commercial Unit, to subdivide the Commercial Unit into two or more Commercial Units and to reallocate the Common Interest of the Commercial Unit among the newly established Commercial Units in proportion to their respective floor areas. Such subdivision must be reflected in a duly recorded amendment to the Declaration filed by the new Unit Owners. Under no circumstances will the Common Interest of any Residential Unit Owner be changed as a result of such subdivision or will the aggregate Common Interest for the new Units be greater than the Common Interest for the original Units. If the Commercial Unit is so subdivided, the Owner or Owners thereof shall have the right, without obtaining the consent of the Board of Managers, Residential Unit Owners, or mortgagees of Units other than the affected Commercial Unit, to thereafter change the size, layout, use, and/or number of the respective Commercial Units under the same terms, conditions and restrictions as those imposed on the original Commercial Unit Owner.

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

The Owner of the Commercial Unit, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right,

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

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

The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes.

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

In the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have an easement in, on and over the Common Elements and the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

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

9. **Determination of Percentages in Common Elements**. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common

Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

10. **Encroachments**. If any portion of the Common Elements now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings; a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

10a. **Maintenance and Operation of Internal Drains.**

A. Pursuant to the requirements of all applicable laws, ordinances and/or building codes, each Unit Owner, together with the Condominium, shall be responsible for the maintenance and operation of the internal drains within the Property which are Common Elements ("Internal Drains"). The cost of such maintenance and operation shall be a Shared Common Expense of all the Unit Owners.

B. Any charge or assessment for said maintenance and operation of the Internal Drains shall be a charge upon the Land or Unit against which the same are made and shall be a continuing lien upon the Land or Unit so charged or assessed. In addition such charge or assessment shall be the personal obligation of the record owner of such Land or Unit against which the same is made.

C. The Sponsor and/or Condominium and each Unit Owner thereof shall keep the Internal Drains wholly within the boundary lines of the Property, and its point of exit from the Property shall not be altered.

D. The Sponsor and/or Condominium and each and every Unit Owner thereof shall maintain the Internal Drains at all times throughout the life of the Condominium and Property. They shall be responsible for the abatement of any nuisance due to the use of the Internal Drains that would have an adverse effect on the health, safety and welfare of the City and State of New York.

E. The Sponsor shall insure that the utilization of the Internal Drains for the conveyance of the sanitary flow is to be designed as to size, shape, slope and velocity to have sufficient capacity to take the estimated peak sanitary flow from the Property.

F. The Sponsor and/or Condominium and each and every Unit Owner thereof, shall utilize the Internal Drains in such a manner, that it will not in any way have an adverse effect on the City of New York's complete or pending sanitary and storm water drainage plans for the tributary drainage area or the separate sewer outlets.

11. **Easements**.

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, ducts, cables, wires conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to all General Common Elements, to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained within a particular Unit or elsewhere in the Building. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit and in favor of other Units and the Common Elements.

B. The Sponsor and its designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for (i) construction, installation and development thereon of recreation facilities, if any, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, flues, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the recreation facilities, if any, and (ii) construction and installation of, whether on the interior or exterior of the Building, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables necessary for the use of its Units, and (iii) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. The Sponsor, its designees and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan for the Property,

as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground, exterior wall mounted, or roof-top electric transformer, amplifier, gas, cable television, telephone, satellite, telecommunication equipment, water, storm drainage, sewer or other utility lines or services and appurtenances in, under, over and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility or equipment easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if the Sponsor or designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of the recreation facilities, if any, provided that such additional utilities or equipment or the relocation of existing utilities or equipment will not prevent or unreasonably interfere with the use of the Residential Units for dwelling purposes or home occupation purposes and the Commercial Unit for the permitted uses therein. Any utility company or service company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as to not unreasonably interfere with the use of the Units.

D. The Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, to install, repair and maintain either within or in the immediate location of the Commercial Unit below the windows at the second floor level, or on the sidewalk adjacent to the Commercial Unit's entrance or entrances, a sign or signs which may be illuminated, including neon, flags, banners, lettering, fixtures or decorations of any size, material or content, for advertising or identification purposes and shall have an easement to use any adjacent sidewalk in conjunction with its use of the Unit to the extent permitted by law. Additionally, the Commercial Unit Owner and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, to erect or install, repair and maintain, (i) a canopy and/or awning and/or (ii) an automatic teller machine ("ATM") in the immediate location of the Commercial Unit below the windows at the second floor, but not to interfere with the entrance of any other Unit. Such

Unit Owner and any tenant of space in the Unit shall comply with all of the laws, orders, rules and regulations of the governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. The Unit Owner or its tenants shall obtain and pay for all permits required for such signs, ATM, canopies and/or awnings and any necessary renewal fees related thereto.

E. The Sponsor, its designee and/or the Commercial Unit Owner, and any tenant or tenants of the Commercial Unit pursuant to the terms of any lease pertaining thereto, and provided such installation is feasible without a material adverse physical effect on other Units, shall have the right, and an easement, without charge or limitation, and without the consent of the Board of Managers, to install, to use, to repair and to maintain a flue/vent louver which will be sized for possible restaurant or commercial grade kitchen use in a Commercial Unit and which may be installed in or on the common areas of the Building by Sponsor or its designee or the Commercial Unit Owner; said flue/vent louver shall run from the cellar or first floor level through the main roofs or some other point in the Building where it will terminate in accordance with the NYC Building Code.

F. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any lease pertaining thereto, shall have the right and an easement, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to install in the Commercial Unit additional elevators, escalators, staircases and/or other mechanical equipment which is necessary in the sole discretion of the Sponsor, its designee or the Commercial Unit Owner for the lawful use of the Commercial Unit. All such installation will comply with all applicable law, ordinances or building codes.

G. The Sponsor, Sponsor's designee and/or the Commercial Unit Owner and any tenant or tenants thereof, shall have an easement, without charge or limitation, to use all or any portion of the sidewalks, including, but not limited to, any plantings and/or planters located thereon, which are directly in front of the Commercial Unit for any lawful purpose and in conjunction with the use of the Commercial Unit.

H. In the event that the Sponsor, Sponsor's designee and/or the Commercial Unit Owner purchases or leases an adjoining or neighboring property or properties which is/are adjacent to the Commercial Unit, then, in such event, the Sponsor, Sponsor's designee and/or the Commercial Unit Owner, and any tenants or tenants of the Commercial Unit pursuant to the term of any

lease pertaining thereto, shall have an easement in, on and over the Common Elements and the right, without charge or limitation and without the consent of the Board of Managers, any Unit Owner or mortgagee thereof, to physically connect the Commercial Unit at any and all levels of the Commercial Unit to the adjoining or neighboring property or properties that have been purchased or leased. Such connection and all such installations related thereto will comply with all applicable law, ordinances or building codes and will not affect the structural integrity of the Building.

I. All Unit Owners, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the 2nd floor or main roofs or other applicable roofs of the Building for the sole purpose of maintaining, repairing and/or replacing any mechanical equipment, including but not limited to, air-conditioning equipment, located on such roofs of the Building which services one or more of the Units.

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

K. Sponsor, its assignee or designee, the Commercial Unit Owner and their respective successors, assigns, invitees, licensees, contractors, employees, agents and tenants shall have such rights of access, storage and use necessary to fulfill obligations under the Plan (in the case of Sponsor) and/or to effectuate the rights of such parties to make alterations, additions, improvements or repairs to Units owned by each, respectively, including without limitation the right to (i) use elevators, stairs and other Building facilities during customary industry practice construction hours; (ii) maintain roll-off refuse containers on the Property and dumpsters adjacent to the Property; (iii) store and maintain tools and materials on the Property; (iv) connect to and use the Building's common electricity, water and other utility services and facilities with the cost thereof being a Common Expense paid by all Unit Owners as part of their Common Charges; (v) compel Unit Owners to facilitate penetration and entry into Units to permit the extension and provision of Building services to space under construction or to work, and (vi) erect and maintain hoists, sidewalk sheds, sidewalk fences and

temporary walkways, construction shacks and trailers in the street adjacent to and on the Property.

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

M. The Board of Managers, their servicemen, consultants and/or repairmen, shall have an easement by means of the shortest distance and/or route from the service entrances to the Building and through the public staircase in, on, over and across the Residential Units, Residential Limited Common Elements, Residential Unit Limited Common Elements and General Common Elements, including, but not limited to, the main roofs or other applicable roofs of the Building and private balconies and/or terraces, for the sole purpose of maintaining, cleaning, repairing and/or replacing (i) any windows of the Building; (ii) the exterior facade of the Building; and (iii) any mechanical equipment, including but not limited to, air-conditioning equipment and/or window washing equipment, located on such roofs, balconies and/or terraces of the Building which services or is for the benefit of one or more of the Units. Such easement in favor of the Board of Managers, their servicemen, consultants and/or repairmen, shall include the right to temporarily remove any fencing or other improvements located on and/or which demarcate any such balcony and/or roof areas.

N. In addition, each Unit shall have an easement for the exclusive use, alone or in common with one or more other specified Units, of its Limited Common Elements.

O. The user of any easement granted by subparagraphs B, C, D, E, F, G, H, I, J, K, L, M, N and O of this Paragraph 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein. However, the grantee of any easement hereunder shall have the responsibility of repairing any damage resulting from the use of such easement.

12. **Power of Attorney to Board of Managers**. Each Unit Owner, their successors assigns and/or heirs, shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise

on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers. Each Unit Owner, their successor, assigns and/or heirs, shall also grant to the Sponsor or its designee or the Commercial Unit Owner, an irrevocable power of attorney, coupled with an interest, to exercise Sponsor's or Sponsor designee's or the Commercial Unit Owner's rights hereunder, including but not limited to, the Sponsor's or Sponsor designee's rights set forth in Paragraph numbered 20 hereinafter. The Form of Power of Attorney to the Board of Managers and Sponsor is attached hereto as Exhibit D.

13. **Acquisition of Units by Board of Managers**. In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium; (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

14. **Person to Receive Service**. For the period during which Sponsor is in control of the Board of Managers, Gramercy 128 West, LLC with offices at c/o Pan Brothers Associates, 14 West 23rd Street, New York, New York 10010, is hereby designated to receive notice of process in any action which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action which may be brought against the Condominium shall be served on the President of the Condominium at the Office of the Condominium, at 128-130 West 23rd Street, New York, New York 10011. In addition, the Secretary of State of the State of New York, as agent of the Board of Managers, and any successor to the jurisdiction thereof, is hereby designated to receive service of process in any action that may be brought against the Condominium.

15. **Units Subject to Declaration, By-Laws and Rules and Regulations**. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The initial By-Laws of the Condominium are attached hereto as Exhibit E. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. **Amendment to Declaration**. This Declaration may be amended, modified, added to or deleted from by the vote of at least sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved, in writing by sixty-seven percent (67%) in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgagee;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such Unit, or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, its designee, the Commercial Unit Owner, the Commercial Unit or any Unsold Unit until Sponsor or such designee, or the Commercial Unit Owner, as the case may be, shall consent thereto in writing.

The Sponsor hereby reserves to itself and its designee(s) the right to amend the Condominium Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being

filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 330-p; and/or (ii) conforming the Declaration to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency, to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

No such amendment shall be effective until recorded in the New York County Office of the Register of the City of New York.

17. **Changes in Unsold Units and the Commercial Unit**. For any Unit owned by the Sponsor or its designee(s) or the Commercial Unit Owner, if not prohibited by the New York Condominium Act (as the same may be amended), the Sponsor or its designee(s) or the Commercial Unit Owner (with respect to the Commercial Unit) shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions, or improvements in, to and upon the Unit; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and (iv) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that the Sponsor or its designee(s) or the Commercial Unit Owner shall comply with all rules, ordinances and regulations of all governmental authorities, including the Landmarks Preservation Commission, if applicable, having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

In connection with the foregoing as it relates to the (i) Unsold Units and (ii) the Commercial Unit, respectively, the Sponsor, its designee or the Commercial Unit Owner, respectively, shall cause the Declaration to be amended, if necessary. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall have the right pursuant to the Powers of Attorney granted by Unit Owners to amend and record any amendment to the Declaration on behalf of the Condominium and all Unit Owners as required to reflect the foregoing without any further consent of the Condominium Board, Unit Owners or Permitted Mortgagees. Sponsor, its designee or the Commercial Unit Owner, as applicable, shall each have the right, upon its request, to require any other Unit Owners or the Condominium Board or its officers to execute, file and/or record any amendment to the Declaration, together with any

application, documents or instruments as they deem appropriate to effectuate the same, or any application, documents or instruments required by any governmental or quasi governmental agency having or asserting jurisdiction in connection with the foregoing, or any application, documents or instruments necessary in connection with any change, addition, decoration, alteration, improvement, repair or subdivision of any Units owned by said parties or any operation of any Unit owned by said parties, at which time, the requesting party shall indemnify and hold the Condominium Board and the other Unit Owners and Sponsor or its designee harmless from any expense or liability by virtue of the execution of any of such applications, document or instruments. As an alternative, Sponsor, its designees or the Commercial Unit Owner, as applicable shall have the right pursuant to the Powers of Attorney granted by Unit Owners to execute, file and/or record any such applications, documents or instruments on behalf of the Condominium Board and all Unit Owners. For purposes of recording any amendment to the Declaration or executing, filing or recording any applications, documents or instruments, Sponsor, its designee and the Commercial Unit Owner may rely on the authority contained in the Power of Attorney and no further consent of the Board or the Unit Owners or Permitted Mortgagees is required.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consents will be obtained from Unit Owners, if any, who are adversely and directly affected as a result of the above changes. The provisions of this paragraph 17 may not be added to, amended or deleted without the prior written consent of the Sponsor or its designees(s) or the Commercial Unit Owner.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

Additionally, and notwithstanding its effect on the Common Elements, Sponsor reserves the right to reconfigure, change, combine, relocate and/or modify Storage Rooms and/or all of the individual Storage Rooms in its sole discretion in order to sell and/or assign any of the Storage Room Licenses and to increase the number of Storage Rooms.

18. **Invalidity.**

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the

Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of paragraph (a) of this clause 18, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

19. **Termination of Condominium**. The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners that own not less than eighty percent (80%) in number and in Common Interest of the Units and the affirmative vote of Eligible Holders of first mortgages on Units to which not less than sixty-seven percent (67%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated. Sponsor or its designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty percent (80%) in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until

there has first been paid off out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

20. **Sponsor's Retention of Transferable Air Rights and/or Development Rights**.

(a) As against all other Unit Owners, their successor, assigns and/or heirs, and the Board of Managers of the Condominium and any mortgagees thereof, the Sponsor, its successors and assigns, shall have the exclusive right to cause any part or all unused transferable air rights and/or development rights pertaining to the Property, which Sponsor is herein reserving for itself, its successors and assigns, to be conveyed, transferred or otherwise assigned to any other premises, "zoning lot," "development" or "enlargement" as those prior three terms are now defined in the Zoning Resolution of the City of New York, as amended. Sponsor has also bound itself, its successors and assigns from transferring, assigning, or surrendering in whole or in part any transferable air rights and/or development rights, if such transfer, assignment or surrender shall (i) make illegal the erection, existing or restoration or use of the Building at the time of the recordation of this Declaration, or (ii) will allow any party, including Sponsor as the holder of Unsold Units, to build on or directly above the land and/or expand the Building. However, with regard to (ii) above, the Sponsor, its successors and assigns may transfer in whole or in part any transferable air rights and/or development rights to the Board of Managers of the Condominium subsequent to Sponsor relinquishing control of the Board of Managers, but in such event, any construction by the Condominium shall (a) not increase the number of Units in the Building; (b) be limited in scope to a minor alteration to a Unit and/or the Building; (c) not have any material impact on the operating budget of the Condominium; (d) not impact the Percentage of Common Elements allocated to any of the Units; and (e) be made only in accordance with the Condominium's Declaration and By-Laws. As defined herein, "transferable air rights and/or development rights" shall include all such rights which exist under the current Zoning Resolution of the City of New York, as amended, and any further rights which result from future amendments to the Zoning Resolution.

Notwithstanding anything above in Paragraph 20 (a) to the contrary, until the construction loans for the development of the Property are fully paid to the Construction Lender (as defined in Article XII Section 5 of the By-laws of the Condominium), the Sponsor, its successors and assigns, may not sell, transfer or assign the retained transferable air right and/or development rights without written consent of the Construction Lender.

(b) The Sponsor, its successors and assigns, herein have the right to cause the Board of Managers and all of the Unit Owners to take such action and

execute, acknowledge, deliver and record, at the sole cost and expense of Sponsor, and/or its successors and assigns, in the Register's Office of the City of New York, County of New York, and elsewhere, if required by law, such instruments and documents, including, but not limited to (i) deed(s), consent(s), waiver(s), lease(s), zoning lot agreement(s), declaration(s), and/or grant(s) of such Unit Owner's and such Board's interests, if any, in the Property with respect only to any transferable air rights and/or development rights for the purpose of confirming the ownership of Sponsor and/or its successors and assigns in such rights and/or for the purpose of effectuating the transfer, assignment or surrender of such rights by Sponsor and/or its successors and assigns; (ii) any amendment to this Declaration which the Sponsor and/or its successors and assigns deems necessary or appropriate to effectuate the purpose of this Paragraph 20.

(c) Based upon the approved New Building Plans for the construction of the Building, as of the date of filing of the Offering Plan for the property, there are approximately 572.1 square feet of transferable air rights and/or development rights.

(d) Failure of the Unit Owners and Board of Managers to comply with the terms of this Paragraph 20 shall result in liquidated damages payable by the Board of Managers to the Sponsor, and/or its successors and assigns, as the case may be, in an amount equal to the purchase price to be paid to Sponsor and/or its successors and assigns for the transfer, assignment or surrender of such transferable air rights and/or development rights.

(e) If any provision that is necessary to effectuate the purposes of this Paragraph 20 is missing, then such provision shall be deemed included as part of paragraph 20, including, but not limited to, any provision required by law to limit the reservation of the contingent rights as set forth herein. Any term of limitation, if required to be measured, may be determined by the use of the life of Sponsor, any principal thereof or the children of any principal thereof plus 21 years.

21. **Common Expense**. Common Expenses of the Condominium shall mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, the Declaration or the By-Laws.

22. **Covenant of Further Assurances.**

(a) Any person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other Person

requesting the same, execute, acknowledge and deliver to such other Person, such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledgment, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Board of Managers or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that the Board of Managers, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then the Sponsor is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person, as the case may be.

23. **Definitions**. All capitalized terms used in this Declaration that are not defined herein shall have the meanings set forth in Schedule C to this Declaration. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

24. **Waiver**. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

26. **Gender**. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the party has caused this Declaration to be executed by its duly authorized representative this _____ day of _____, 20__.

Sponsor/Declarant:

Gramercy 128 West, LLC

By:_____
James Pantelidis, Managing Member

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared James Pantelidis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

SCHEDULE A
TO THE DECLARATION
OF CONDOMINIUMS OF THE PREMISES
KNOWN AS

128 West 23rd Street Condominium

128-130 West 23rd Street
NEW YORK, NEW YORK 10016

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Southerly side of West 23rd Street, distant 275 feet Westerly from the corner formed by the intersection of the Westerly side of Avenue of the Americas, with the Southerly side of West 23rd Street;

RUNNING THENCE Westerly along the Southerly side of West 23rd Street, 50 feet to a point;

RUNNING THENCE Southerly parallel with the Westerly side of Avenue of the Americas, part of the distance through a party wall, 98 feet 9 inches to the center line of the block;

RUNNING THENCE Easterly along to the center line of the block and parallel with West 22nd Street, 50 feet to a point;

RUNNING THENCE Northerly parallel with the Westerly side of Avenue of the Americas, 98 feet 9 inches to the point or place of the BEGINNING.

SAID PREMISES to be known as and by the street numbers 128-130 West 23rd Street, New York, NY 10011.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets, roads and avenues abutting the above described premises to the center lines thereof;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in said premises;

TOGETHER with all right, title and interest, if any, to any interior strips or gores adjoining the above described premises on any sides thereof.

SCHEDULE B
TO THE DECLARATION OF
"128 WEST 23RD STREET CONDOMINIUM" LOCATED AT
128-130 WEST 23RD STREET
NEW YORK, NEW YORK

Unit*	Structural Floor	Tax Lot Number	Percentage Interest In Common Elements	Contributing Share Percentage	Approximate Square Foot Area of Unit	Approximate Square Foot Area of Balconies and/or Terrace Which is a Residential or Commercial Unit Limited Common Element	Location	Number of Rooms/Baths**	Common Elements To Which Unit Has Immediate Access
C	First Floor+Cellar	TBD	7.50%	NA	3476 Plus 963CS	0	First Floor+Cellar	-	Elevators, Public Hall & Stairs
Commercial Totals:			7.5000%	100.0000%	3476 Plus 963CS	0			
3A	3rd Floor	TBD	3.0500%	3.2973%	1,124	N/A	3rd Floor, South	2BD/2	Elevators, Public Hall & Stairs
3B	3rd Floor	TBD	1.9800%	2.1405%	732	N/A	3rd Floor, Northwest	1 BD/1.5	Elevators, Public Hall & Stairs
3C	3rd Floor	TBD	1.4900%	1.6108%	553	N/A	3rd Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
4A	4th Floor	TBD	3.1200%	3.3730%	1,124	108	4th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
4B	4th Floor	TBD	2.0200%	2.1838%	732	N/A	4th Floor, Northwest	1 BD/1.5	Elevators, Public Hall & Stairs
4C	4th Floor	TBD	1.5200%	1.6432%	553	N/A	4th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
5A	5th Floor	TBD	3.1900%	3.4486%	1,124	108	5th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
5B	5th Floor	TBD	2.0500%	2.2162%	732	N/A	5th Floor, Northwest	1 BD/1.5	Elevators, Public Hall & Stairs
5C	5th Floor	TBD	1.5500%	1.6757%	553	N/A	5th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
6A	6th Floor	TBD	3.2600%	3.5243%	1,124	108	6th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
6B	6th Floor	TBD	2.0900%	2.2595%	732	N/A	6th Floor, Northwest	1 BD/1.5	Elevators, Public Hall & Stairs
6C	6th Floor	TBD	1.5800%	1.7081%	553	N/A	6th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
7A	7th Floor	TBD	3.3300%	3.6000%	1,124	108	7th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
7B	7th Floor	TBD	2.1200%	2.2919%	732	N/A	7th Floor, Northwest	1 BD/1.5	Elevators, Public Hall & Stairs
7C	7th Floor	TBD	1.6000%	1.7297%	553	N/A	7th Floor, Northeast	1 BD/1	Elevators, Public Hall & Stairs
8A	8th Floor	TBD	3.4100%	3.6865%	1,124	108	8th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
8B	8th Floor	TBD	3.9100%	4.2270%	1,318	N/A	8th Floor, North	2BD/2.5	Elevators, Public Hall & Stairs
9A	9th Floor	TBD	3.4800%	3.7622%	1,124	108	9th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
9B	9th Floor	TBD	3.9800%	4.3027%	1,318	N/A	9th Floor, North	2BD/2.5	Elevators, Public Hall & Stairs
10A	10th Floor	TBD	3.5500%	3.8378%	1,124	108	10th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
10B	10th Floor	TBD	4.0500%	4.3784%	1,318	N/A	10th Floor, North	2BD/2.5	Elevators, Public Hall & Stairs
11A	11th Floor	TBD	3.6200%	3.9135%	1,124	108	11th Floor, South	2BD/2/B	Elevators, Public Hall & Stairs
11B	11th Floor	TBD	4.1200%	4.4541%	1,318	N/A	11th Floor, North	2BD/2.5	Elevators, Public Hall & Stairs
12A	12th Floor	TBD	2.2000%	2.3784%	643	108	12th Floor, South	1BD/1/B	Elevators, Public Hall & Stairs
12B	12th Floor	TBD	4.8200%	5.2108%	1,312	524	12th Floor, North	2BD/2.5/T	Elevators, Public Hall & Stairs
14A	13th Floor	TBD	2.2300%	2.4108%	643	108	14th Floor, Southeast	1BD/1/B	Elevators, Public Hall & Stairs
14B	13th Floor	TBD	4.4700%	4.8324%	1,312	N/A	14th Floor, North+Southwest	2BD/2.5	Elevators, Public Hall & Stairs
15A	14th Floor	TBD	2.2700%	2.4541%	643	108	15th Floor, Southeast	1BD/1/B	Elevators, Public Hall & Stairs
15B	14th Floor	TBD	4.6100%	4.9838%	1,312	NA	15th Floor, North+Southwest	2BD/2.5	Elevators, Public Hall & Stairs
PH	15th Floor	TBD	7.8300%	8.4649%	2,289	535	16th Floor	3BD/3.5/DP/B/T	Elevators, Public Hall & Stairs
Residential Totals:			92.5000%	100.0000%	29967	2247			
Grand Totals:			100.0000%	NA	33443 Plus 963CS	2247			

C denotes Commercial Unit.
CS denotes Cellar Storage which is part of the Commercial Unit.
DP denotes Duplex Unit.
PH denotes Penthouse Unit.
BD - denotes Bedroom(s).
B denotes private Balcony.
T - denotes private terrace(s).

NA - denotes Not Applicable.

*** There is no designated 13th floor in the Building. The PH is duplexed up to a stair bulkhead which accesses a private terrace located at the main roof of the Building.**

A portion of the Cellar Level of the Building shall include a Common Storage Room which shall be a Residential Limited Common Element for the exclusive use of individual Residential Unit Owners. The square footage of the Common Storage Room is approximately 782 square feet.

A Bike Storage Room is also located on the Cellar Level of the Building which shall be a Residential Common Element for the exclusive use of all of the Residential Unit Owners. The square footage of this Bike Storage Room is approximately 279 square feet.

The Gym/Lounge and an adjacent half bathroom are located at the 2nd Floor of the Building which shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. The Gym/Lounge and the adjacent half bathroom are approximately 1,225 square feet in the aggregate.

The Mechanical Terrace located at the 2nd Floor Rear Roof of the Building shall be a Commercial Limited Common Element for the exclusive use of the Commercial Unit Owner. This 2nd Floor Rear Roof Mechanical Terrace is approximately 172 square feet.

The Common Roof Terraces located at the 2nd Floor Rear Roof and Main Roof of the Building shall be Residential Limited Common Elements for the exclusive use of all of the Residential Unit Owners. These Common Roof Terraces are approximately 1257 square feet and 923 square feet respectively.

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUMS OF THE PREMISES
KNOWN AS "GRAYDON CHELSEA"

128 West 23rd Street Condominium

LOCATED AT
128-130 West 23rd Street
NEW YORK, NEW YORK 10011

DEFINITIONS

As used in the Declaration of Condominium and the Rules and Regulations of the Condominium, the following terms shall have the meanings respectively ascribed to them. However, additional defined terms appear throughout the Declaration of Condominium and By-laws attached thereto and the Rules and Regulations of the Condominium. As such, those defined terms shall have the meanings ascribed to them therein.

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest, (except as otherwise provided in the Declaration or in the By-Laws).
"Board of Managers" or "Condominium Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
"Building"	-	The structure known as 128 West 23rd Street Condominium, a condominium being newly

constructed at 128 West 23rd Street, New York, New York 10001. The Building will also be known as the "Graydon Chelsea."

"Commercial Common Expenses" - As set forth in the By-Laws of the Condominium, the Commercial Unit shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; electrical consumption in the Commercial Unit for which the Commercial Unit will be separately metered; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of Commercial Limited Common Elements; and any other expense, including, but not limited to, the repair, maintenance and replacement of a service elevator installed at a future date which is located in and is part of the Commercial Unit, which is not a Shared Expense and attributable to the Commercial Unit only.

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

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

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

Expenses (as defined in the Condominium Documents);

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

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

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

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

"Common Interest" - The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.

"Condominium" - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to 128 West 23rd Street Condominium.

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans,

form of Unit Deed and the form of Unit Owners Power of Attorney.

"Consummation of the Plan" - Means filing the Declaration of Condominium and the first transfer of title to a condominium unit to at least one (1) purchaser under the Plan following a declaration of effectiveness by the Sponsor and acceptance of the Amendment by the Department of Law confirming or declaring the Plan effective.

"Contributing Share" -

(a) In the case of the Residential Units, each Residential Unit's proportionate share of the Common Charges payable by all of the Residential Unit Owners. Each Residential Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Residential Unit Owner's percentage of Common Interest bears to the aggregate percentage of Common Interest of all Residential Unit Owners, multiplied by the Common Charges payable by all the Residential Units.

(b) In the case of the Commercial Unit, and in the event that there is more than one (1) Commercial Unit, the Commercial Unit's or each Commercial Unit's proportionate share of the Common Charges payable by all of the Commercial Unit Owners. The Commercial Unit Owner's or each Commercial Unit Owner's proportionate share or contributing share shall be determined by the proportion such individual Commercial Unit Owner's percentage of Common Interest bears to the aggregate percentage Common Interest of all the Commercial Unit Owners, multiplied by the Common Charges payable by all the Commercial Units.

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

"Eligible Holder"	-	A holder, insurer or guarantor of a first mortgage on a Unit.
"Equal or Better Quality"	-	This phrase shall mean comparable or higher quality as recognized by industry standards or performance, efficiency, longevity and/or classifications, as applicable.
"Facility" or "Facilities"	-	As used in the Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, radiator, heater, convertor, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mailbox, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering.
"Filing"	-	Means the issuance of a letter from the Attorney General stating that an Offering Plan and/or an Amendment has been accepted for filing.
"First Unit Closing"	-	The first closing of title with a bona fide purchaser of a Residential Unit.
"Floor Plans"	-	The floor plans of the Units certified by a licensed engineer or registered architect, and filed in the Register's Office of New York County

simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

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

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

(2) At the cellar and first floor levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, supports, and interior bearing walls (except to the extent included below as Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Commercial Unit from the corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing the Commercial Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating the Commercial Unit from another

subdivided Commercial Unit, or separating the Commercial Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of the Commercial Unit; the common fire staircases and corridors, stairs, elevators, vestibules, if any, or lobbies not within the Commercial Unit or which are not specifically designated below as Limited Common Elements; the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Commercial Unit is attached; the entrances to and exits from the Building, including the service entrance and/or second means of ingress and egress located at the front of the Building, which are not specifically designated as Limited Common Elements; all cellar or first floor areas which are not included within the Commercial Unit or which are not specifically designated below as Limited Common Elements;

(3) The electric room, the gas room, the water sprinkler room, telecom room and the ARC system room, including any and all related Facilities located in such rooms and located at the cellar level; the detention tank located at the cellar level of the Building; the gas meters, water meters and electric meters at the cellar level, if any, except to the extent included below as Limited Common Elements;

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

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

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

(7) All sewer pipes and drainage pipes;

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

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

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

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

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

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

(1) Residential Limited Common Elements:

(1a) At the second floor through and including the main roof and roof bulkhead levels: all foundations, footings, columns, girders, floor slabs and concrete ceilings, beams, and supports, any interior bearing walls (except to the extent included below as Commercial Limited Common Elements); also at those levels, those portions of the exterior walls and any insulation or framing beyond the

unexposed face of the dry wall at the exterior face of the Building, or where applicable, those portions of the exterior walls beyond the interior face of the exterior walls or the concealed block work or concealed structural members of those walls; those portions of the walls and partitions dividing the Units from the corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases and stairs located beyond the unexposed face of the dry walls enclosing a Unit, or where applicable, the blockwork or concrete work of the interior walls of the Building separating a Unit from another Unit, or separating a Unit from corridors, the elevator shafts, mechanical equipment spaces which are not part of a Unit, fire staircases, stairs, vestibules or lobbies not within a Unit, the subfloors and framing joists, if any, including any framing attached to such joists from which the dry wall ceiling of the Unit below is attached; roof bulkheads or roof areas which are not for the exclusive use of a particular Unit or which are not specifically designated below as Commercial Limited Common Elements, the use of which shall be at the sole discretion of the Board of Managers; skylights, if any, other than those directly over Units; sprinkler systems, standpipe systems, or parts thereof installed in common areas of the Building, if any, service corridors, fire corridors, halls, stairs, and stairway areas located beyond the unexposed face of the dry walls or blockwork or concrete work of the walls enclosing a Unit which are not specifically designated below as

Commercial Limited Common Elements; storage and utility areas, if any, which are not part of a Unit or which are not specifically designated below as Commercial Limited Common Elements and located beyond the unexposed face of the drywalls or blockwork or concrete work enclosing a Unit; the sidewalks in front of the Building, including any tree, shrubbery, flower or other planting or horticulture tub or box located thereon, subject to an easement in favor of the Commercial Unit Owner for ingress and egress purposes and for any other lawful purpose;

(1b) Other than the service entrance and/or second means of ingress or egress located at the front of the Building, the common public corridors and fire staircases located at the first floor, all of which shall be for the exclusive use of the Residential Unit Owners, but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen (i) to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit; and (ii) for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1c) The common public corridors and fire staircase located at the second floor and above at the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit

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

(1d) The common storage room for the Building, office for the superintendent, and half bath located at the cellar level, and all other rooms, areas, spaces and other parts of the Building, which are not Residential Units or part of the Commercial Unit, Commercial Limited Common Elements or the General Common Elements; but subject to an easement in favor of the Commercial Unit Owner or the tenants thereof, their servicemen, consultants and/or repairmen to install, access, maintain, repair and/or replace any and all mechanical equipment servicing the Commercial Unit;

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

(1f) The residential tenant storage/bike room located at the cellar level of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be

determined by the Board of Managers. The use of the tenant storage/bike room shall be subject to the By-Laws of the Condominium and any and all rules and regulations promulgated with regard thereto by the Board of Managers in their sole discretion;

(1g) The trash compactor room and trash compactor machinery and related Facilities located at the cellar level of the Building, together with the trash compactor chute located on all floors of the Building, as set forth on the Floor Plans, which shall be for the exclusive use of all the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

(1i) The elevator lobby, together with the adjoining trash room, except to the extent it is part of a Unit, and any equipment closets, located on each of

floors numbered 2 through and including the main roof level; all Facilities related thereto; all of which shall be for the exclusive use of the all the Residential Unit Owners in a manner to be determined by the Board of Managers;

(1j) The main residential entrance, together with its canopy, if any, located on the West 23rd Street side of the Building, the residential lobby together with the adjoining elevator lobby, mail area and package room, all of which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers but subject to an easement in favor of the Commercial Unit Owner, or tenants thereof, to the extent required by Law, for fire egress purposes and access and/or egress to or from the Commercial Unit;

(1k) The half bathroom and gym/lounge with its outdoor adjacent terrace, together with all Facilities related thereto, located at the second floor of the Building which shall be for the exclusive use of all of the Residential Unit Owners in a manner to be determined by the Board of Managers;

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

which shall be for the exclusive use of the Residential Unit Owners;

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

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

(1o) The boilers, hot water heaters, if any, and related machinery or Facilities, wherever located in the Building, which only service the Residential Units, which shall be for the exclusive use of all of the Residential Unit Owners;

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

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

(1r) The residential electric meters and panels, electric closets, feeders, risers and other improvements, residential

gas meters, cables, all of which serve the Residential Units and residential portions of the Building exclusively;

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

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

(1u) All other improvements, installations, apparatus or Facilities exclusively serving all of the Residential Units or residential portions of the Building and which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the residential portions of the Building;

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

(2) Commercial Limited Common Elements:

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

which shall be for the exclusive use of the Commercial Unit Owner;

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

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

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

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

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

(3) Residential Unit Limited Common Elements:

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

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

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

(3d) If applicable to a Residential Unit, the individual residential Storage Room located at the cellar level of the Building which shall be for the exclusive use of such Unit Owner. Non-structural, ordinary repairs and maintenance of the individual Storage Room shall be the responsibility of the individual Residential Unit owner who has exclusive use thereof. The use of any Storage Room shall be subject to any and all rules and

regulations promulgated with regard thereto by the Board of Managers in their sole discretion.

"Majority"	-	Majority of Unit Owners means either (i) more than fifty percent (50%) in Common Interest in the aggregate, or (ii) more than fifty percent (50%) in number of Units in the aggregate, or (iii) more than fifty percent (50%) in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.
"Managing Agent"	-	A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.
"Offering Plan"	-	The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".
"Operation of the Property"	-	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"Person"	-	A natural person, corporation, limited liability company, partnership, association, trustee or other legal entity.

"Power of Attorney"	-	The document, signed by Unit Owners, which appoints: (iv) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine. (v) the Sponsor, its designee and/or the Commercial Unit Owner, as attorney- in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney. (vi) the Sponsor, as attorney-in-fact, to execute any document to effectuate the transfer, assignment or conveyance by Sponsor, in whole or part, of the unused transferable air rights and/or development rights which Sponsor has retained for itself, and/or its successors and assigns.
"Property"	-	Means and includes the Land, the Building and all other improvements thereon, (i) owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
"Purchaser"	-	Any Person who has entered into an agreement with Sponsor to purchase a Residential Unit and is not in default thereunder.
"Recording officer and "Recording" or "Recorded"	-	Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Common Expenses"	-	As set forth in the By-Laws of the Condominium the Residential Units shall be solely responsible for the payment of all expenses or allocated expenses ("Residential Common Expenses") arising from the employment of one or more employees of the Condominium, other than one (1) visiting superintendent, including, but not limited to, one (1) porter and any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; electrical consumption in the Common Elements; garbage collection for the Residential Units; vault charges, if any, attributable to vaults adjacent to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for cooking in the Residential Units and gas consumed in the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the gym/lounge, its adjoining half bathroom and adjacent outdoor roof terrace located on the 2nd floor of the Building and any other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided in the By-Laws.

"Residential Unit"	-	A designated apartment in the Building comprising the Condominium which is owned in fee simple absolute.
"Residential Units"	-	Collectively, all the apartments in the Building.
"Residential Unit Owner"	-	Means the person, persons or entity owning a Residential Unit in fee simple absolute.
"Rules and Regulations"	-	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Selling Agent"	-	The entity which will, on behalf of the Sponsor, originate and supervise sales of Units. Douglas Elliman, LLC is the Selling Agent pursuant to the terms of the Offering Plan.
"Shared Expenses"	-	The annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities in the Building shared with or provided to the Commercial Unit by the Condominium which include the expenses set forth in the Projected Budget for First Year of Operation, Schedule B and Schedule B-1 and notes thereto included in the Offering Plan, as same may be amended from time to time.
"Sponsor"	-	The promoter of the project and/or Offering Plan to convert a particular parcel of property to Cooperative or Condominium Ownership; Gramercy 128 West, LLC is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee in relationship to the Units which such Sponsor-designee owns shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall be deemed to be a Sponsor with the rights and

obligations of a Sponsor only in relationship to the Units which such Sponsor-designee owns. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and obligations and any such designee shall also be deemed a "Sponsor-designee."

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

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

"Unit" - Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a private balcony and/or roof terrace. Any mechanical equipment, including, but not limited to, sprinkler, heating, hot water and air-conditioning equipment, with all related ductwork and piping attached thereto, located outside or inside a Unit which only services a particular Unit shall be a fixture which is the personal property of the Unit Owner of the Unit it services. Such Unit Owner shall be responsible for the cost of any maintenance, repair or replacement of such mechanical equipment.

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

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

"Unit Owner" - The person or persons, or entity owning a Unit in fee simple absolute. It collectively means the respective

owners of the Residential Units and the Commercial Unit.

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

EXHIBIT D

POWER OF ATTORNEY
TO BOARD OF MANAGERS
AND SPONSOR

POWER OF ATTORNEY

The undersigned, _____ the Owner of Residential Unit No. _____ located at 128-130 West 23rd Street, New York, New York 10011, in the Condominium known as 128 West 23rd Street Condominium consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to Declaration dated _____, 20__, and recorded in the Office of the Register of the City of New York, County of New York, as CRFN _____ and on the Floor Plans on file in said office as CRFN _____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of 128 West 23rd Street Condominium jointly, true and lawful attorneys-in fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their common interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint Gramercy 128 West, LLC (hereinafter collectively the "Sponsor"), Sponsor's designee and/or the Commercial Unit Owner as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to severally amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to effectuate the provisions of Articles 8, 17 and 18 of the Declaration and any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or to reflect any change in Unsold Units, the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designee or the Commercial Unit Owner in accordance with Articles 8 and 17 of the Declaration or any other provision thereof or set forth in the Condominium's By-Laws and/or Rules and Regulations, or (2) shall be required by (a) an institutional lender procured by Sponsor, its designee or the Commercial Unit Owner, to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor, its

designee or the Commercial Unit Owner, to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. With regard to Sponsor's Unsold Units, the terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint Gramercy 128 West, LLC as attorney-in-fact for the undersigned, their successors, assigns and/or heirs, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable air rights and/or development rights which Sponsor has retained for itself, its successors and assigns in accordance with Paragraph numbered 20 of the Declaration. This power of attorney shall in no way be construed to grant any interest in such transferable air rights and/or development rights to the undersigned.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

_____

_____

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT E

BY-LAWS

OF

THE CONDOMINIUMS OF THE PREMISES

KNOWN AS

128 West 23rd Street Condominium

128-130 West 23rd Street
NEW YORK, NEW YORK 10011

Borough of Manhattan

New York County, City and State of New York

D'AGOSTINO, LEVINE, LANDESMAN, LEDERMAN, RIVERA & SAMPSON, LLP
ATTORNEYS FOR SPONSOR
345 SEVENTH AVENUE, 23RD FLOOR
NEW YORK, NEW YORK 10001

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BY-LAWS
OF
THE CONDOMINIUMS OF THE PREMISES
KNOWN AS

128 West 23rd Street Condominium

128-130 West 23rd Street
NEW YORK, NEW YORK 10011

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership**. The property, located in the borough of New York, New York County, City and State of New York at 128-130 West 23rd Street, New York, New York 10011 (hereinafter called the "Property") has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the New York County Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby created shall hereinafter be known as 128 West 23rd Street Condominium and is sometimes referred to as the "Condominium" or "Condominiums."

Section 2. **Applicability of By-Laws**. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the Common Elements, whether General Common Elements or Limited Common Elements), but excluding any unused transferable air rights and/or development rights pertaining to the land and building which rights are being reserved by Sponsor for itself and any successors or assigns, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York. The Condominium Units are hereinafter sometimes referred to as "Unit" or "Units."

Section 3. **Application**. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Addendum To The By-Laws.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Definitions**. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Schedule C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 5. **Office**. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

BOARD OF MANAGERS

Section 1. **Status of the Board of Managers**. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 3 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2. **Number and Term**. The number of Managers which shall constitute the whole Board shall be not less than three (3) and not more than seven (7). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners; thereafter, all Managers, other than a representative of Sponsor or its designee, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first such meeting shall be five (5). Thereafter, within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. There shall always be an odd number of Managers. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, the terms of the members of the Board of Managers shall expire annually.

Section 3. **Powers and Duties**. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the

Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

a. Contracting for the necessary services for operation, care, upkeep and maintenance of the Common Elements.

b. Determination of the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

c. Collection of the Common Charges and expenses of the Condominium from the Unit Owners.

d. Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

e. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (See Article VI, Section 16).

f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

g. Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Owners to the Board of Managers.

h. Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

i. Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property as a condominium, as described in the Declaration and these By-Laws.

j. Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

k. Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

l. To incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (i) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (ii) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and bylaws;

m. Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

n. Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

o. Negotiation and settlement of all claims and actions relating to the Condominium.

p. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of $10,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the written consent of the Unit Owner. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (p) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit.

q. Levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges, including Assessments and Special Assessments.

r. Notwithstanding anything to the contrary contained in these By-Laws, so long as the Sponsor or any Sponsor-designee shall continue to own twenty-five percent (25%) of the Common Interests allocated to the Units, but in no event for a period in excess of five (5) years from the closing of title to the first Unit ("First Unit Closing"), the Board of Managers may

not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Sponsor will consent to replacements to (a) any contingency fund and/or capital replacement reserve provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed four percent (4.00%) of the budgeted expenses of the Condominium, and (b) Sponsor will consent to replacements to the Major Capital Improvement Replacement Reserve Fund provided for in Schedule B of the Offering Plan and as required by Federal Housing Administration ("FHA") and Fannie Mae guidelines to the extent that the aggregate amount of such funds does not exceed 10.00% of the budgeted expenses of the Condominium, but subject to Sponsor's right to obtain a reserve study that may justify the reduction of the requisite percentage or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient) or (iv) increase the number or change the type of employees from that described in Schedule B of the Offering Plan to be filed for the Property or (v) provide for new or additional services from those indicated in Schedule B of the Offering Plan to be filed for the Property, unless the annual cost of all other services being provided, is no greater than the total cost of those provided for in Schedule B. As long as the Sponsor or any Sponsor-designee shall continue to own a Unit the Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with the offer and sale or leasing of Units; (iii) interfere with the operation of general or sales and leasing offices at the Property or the actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 3r, the Sponsor or Sponsor-designee shall not withhold its consent to, or exercise veto power over, the making of capital repairs to the Common Elements or the assessment of any Common Charge for expenses required to comply with applicable law or regulations or to remedy any notice of violation or to remedy any work order by an insurer.

s. In the event that there is a Superintendent's Unit in the Building, executing any note and/or mortgage and any related loan documents in connection with the Board's acquisition and/or financing and/or refinancing of the Superintendent's Unit on behalf of all of the Unit Owners.

Section 4. **Managing Agent and Manager**. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (l), (o), (p) and (q) of Section 3 of this Article II. Except with respect to Sponsor or Sponsor's designee, the managing agent or manager may not be a member of the Board of Managers.

Section 5. **First Board of Managers**. The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first meeting of Unit Owners called for the purpose of electing Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 7 of this Article.

Section 6. **Removal of Members of the Board of Managers**. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers, other than a member designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner as a Sponsor-designee, may be removed with or without cause by an affirmative vote of Unit Owners whose aggregate Common Interest exceed fifty percent (50%) of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee or a Commercial Unit Owner as a Sponsor-designee may only be removed for cause by the affirmative vote of Unit Owners (including Sponsor and/or any other Holder of Unsold Units and/or the Commercial Unit Owner) owning in the aggregate, a percentage in Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. In the event of such removal, the Sponsor, Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is a designee of the Sponsor or a Sponsor-designee, such Board Member shall be deemed to have resigned effective as of the date such ownership interest ceased.

Section 7. **Vacancies**. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners to serve the remaining term. Notwithstanding the foregoing, vacancies of members designated by the Sponsor or Sponsor-designee or a Commercial Unit Owner as a Sponsor-

designee, shall be filled only by the Sponsor or Sponsor-designee or the Commercial Unit Owner as a Sponsor-designee, as the case may be.

Section 8. **Organization Meeting**. The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 9. **Regular Meetings**. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10. **Special Meetings**. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail, telegraph or personal delivery to the Unit owned by such member of the Board of Managers, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 11. **Waiver of Notice**. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. **Quorum of Board of Managers**. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

Section 13. **Fidelity Bonds**. The Board of Managers shall, in its discretion, obtain fidelity bonds in the amount of $100,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent, if any. The premiums on such bonds shall constitute a Common Expense.

Section 14. **Compensation**. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 15. **Liability of the Board of Managers**. The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of the Sponsor to contract with the Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. **Executive Committee**. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers, at least one of whom shall be a member designated by the Sponsor or Sponsor-designee so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the managing of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Charges and expenses required for the affairs of the Condominium, (b) to determine the Common Charges payable by the Unit Owners to meet the Common Charges and expenses of the Condominium, (c) to adopt or amend the Rules and Regulations covering the details of the operation and use of the Property or (d) to exercise any of the powers set forth in subdivisions (g), (h), (i) and (p) of Section 3 of Article II.

Section 17. **Other Committees**. The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee, at least one (1) of whom shall be designated by the Sponsor or a Sponsor-designee, so long as the Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act which the Executive Committee may not do under subsections (a)-(d) of Section 16 of Article II.

ARTICLE III

UNIT OWNERS

Section 1. **Annual Meetings**.

(a) Within thirty (30) days after the earlier of (i) one hundred twenty (120) days after the date on which seventy-five percent (75%) of all of the Units have been conveyed to Unit Purchasers; (ii) the date on which the closing of title to Units whose aggregate Common Interest exceeds ninety (90%) percent of the Common Interest allocated to all of the Residential Units; or (iii) two (2) years from the First Unit Closing, or such earlier time as Sponsor deems to be in the best interest of the parties the Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting the First Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(b) Sponsor's Right to Elect Members of the Board of Managers. So long as the Sponsor or a Sponsor-designee shall continue to own: (i) Units representing ten percent (10%) or more in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect at least three (3) of the five (5) members of the Board of Managers and in any event a majority of the Board of Managers for up to five (5) years subsequent to the First Unit Closing; or (ii) at least one Unit, whether a Residential Unit or a Commercial Unit, but less than ten percent (10%) in Common Interest allocated to all the Residential Units, the Sponsor or Sponsor-designee shall have the right to designate or elect no more than two (2) of the five (5) members of the Board of Managers and in any event the right to designate or elect a number of members of the Board which equals one (1) less than a majority of the Board. It is not a requirement of the Sponsor to surrender a certain number of seats on the Board of Managers at the first annual meeting of the Unit Owners. Members of the Board of Managers shall serve for a term of one year. The Unit Owners may transact such other business at such meetings as may properly come before them. Upon the earlier of (i) the closing of title to Units whose aggregate Common Interest exceeds ninety percent (90%) of the Common Interest allocated to all the Residential Units, or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof,

will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so.

(c) Subsequent to the date that the Sponsor, including any designee thereof, relinquishes control of the Board of Managers, all Board members, other than those members which the Sponsor or its designee have the right to appoint hereunder, must be owner-occupants of the Condominium who are not related to Sponsor or the principals of Sponsor. In the event that the number of owner-occupants of the Condominium is insufficient to establish a majority of the Board members, then, in such event, any owner-occupant shall be entitled to one (1) seat on the Board of Managers.

Section 2. **Place of Meetings**. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. **Special Meetings**. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings**. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners, at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least ten (10) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. **Order of Business**. The order of business at all meetings of the Unit Owners shall be as follows:

a. Roll call;

b. Proof of notice of meeting;

c. Reading of minutes of preceding meeting;

d. Reports of officers;

e. Report of Board of Managers;

f. Reports of committees;

g. Election of inspectors of election (when so required);

h. Election of members of the Board of Managers (when so required);

i. Unfinished business;

j. New business.

Section 7. **Title to Units**. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or limited liability company or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent or condonation of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. **Voting**. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. The Owners of each Unit (including the Sponsor or Sponsor-designee, if the Sponsor or its designee shall then own one (1) or more Units) shall be entitled to cast one (1) vote for each .0001% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each .0001% of Common Interest attributable to his Unit per member to be elected, and (ii) shall not have the right to cumulate his votes in favor of any one or more members to be elected. If Units are owned by more than one (1) person as joint tenants, tenants by the entirety or as tenants in common or by a partnership, corporation, limited liability company, or other entity, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote.

Section 9. **Majority of Unit Owners**. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having greater than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. **Majority Vote**. The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. **Action Without Meeting**. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. **Designation**. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers**. The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers**. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President**. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint members of committees created by the Board of

Managers from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President**. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers is to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary**. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer**. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc**. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers**. No officer shall receive any compensation from the Condominium for acting as such.

Section 10. **Liability of Officers**. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 15 of these By-Laws.

ARTICLE V

NOTICES

Section 1. **Definition**. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner or mortgagee at such address

as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. **Service of Notice Waiver**. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges**. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective percentage of Common Interest or Contributing Share as the case may be. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee, if any. Subject to the individual rights and obligations of the Commercial Unit Owner with regard to shared expenses as defined hereinafter, the Common Expenses shall also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium for a general operating reserve, and for a reserve fund for replacements, to make up any deficit in the Common Expenses for any prior year. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any reserve fund for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Unit(s).

The Board of Managers shall also, where necessary, impose an Assessment or additional Common Charge in order to meet any unanticipated Common Expense. All such Assessments or additional Common Charges shall be levied against all Unit Owners in proportion to their respective Common Interest or Contributing Share as the case may be. Assessments may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than fifteen (15) days written notice prior to the date upon which such Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Assessments as are provided herein for the collection of Common Charges, such Assessments

constituting a Common Charge. However, notwithstanding anything in the Condominium Declaration or By-Laws to the contrary, the Commercial Unit Owner will not be obligated to contribute towards any Assessment for the repair, maintenance and/or replacement of the Residential Limited Common Elements or Residential Unit Limited Common Elements other than the Major Capital Improvement Replacement Reserve Fund described below as a Shared Expense. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

The annual amounts to be paid by the Commercial Unit Owner to the Condominium or its designee in connection with the services and facilities shared with, or provided by, the Condominium ("Shared Expenses") shall include the following categories of expenses set forth in the "Schedule B, Projected Budget for First Year of Condominium Operation" in the Offering Plan which is to be filed for the Property; Salary, including payroll taxes and benefits for the visiting superintendent who shall service all of the Units, but not the salary, including payroll taxes and benefits of any other employee of the Condominium including, but not limited to, any employee, independent contractor or vendor employed or retained to provide concierge, doorman and/or security services; Gas consumption for heat in all of the Residential Units, including any supplemental heat for the public corridors, hot water in the Residential Units, the Commercial Unit and the common Elements, gas for cooking in the Residential Units and gas consumed in the Common Elements. Gas consumption for hot water in all the Units will initially include a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of gas consumed for hot water in the Commercial Unit prior to it being occupied by a tenant and it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and cooking in the Residential Units and gas consumed in the Common Elements, shall be a Residential Common Expense; Electricity for the Common Elements; Water service and all related sewer rents for the Units and the Common Elements, which initially includes a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimates share of the cost of water consumption together with all relates sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense; Repairs and Maintenance of the General Common Elements, including, but not limited to, common heating and air-conditioning equipment, those portions of the standpipe system and sprinkler system in the common areas; Supplies for the General Common Elements of the Building; Insurance; Administrative Expenses of the

Condominium, including but not limited to, Legal and Accounting Fees of the Condominium; Major Capital Improvement Replacement Reserve Fund but only to the extent such reserve fund is required to conform the original budget of the Condominium to the requirements and guidelines of both the Federal Housing Administration ("FHA") and Fannie Mae; a reasonable Contingency for the Common Expenses; Management Fees of the Condominium; Franchise Taxes of the Condominium, if any, or any different expenses which at some time in the future are established in lieu of the foregoing expenses or which are fairly attributable to the Commercial Unit to the extent the Commercial Unit benefits therefrom. The Shared Expenses shall be deemed a part of the Common Expenses of the Condominium to be paid by all Unit Owners. Notwithstanding anything set forth in these By-Laws to contrary, prior to the occupancy of the Commercial Unit, the Sponsor and/or Commercial Unit Owner shall install or cause its tenant to install a separate meter or submeter in the Commercial Unit to measure gas and water consumption in the Commercial Unit.

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

The payment of the Shared Expenses by the Owner of the Commercial Unit shall initially be based on the projections set forth in the foregoing budget, which are based on the Common Interest of the Commercial Unit. If in the future, there are any categories of expenses other than those provided for above for services or facilities used by the Commercial Unit, then the Commercial Unit Owner will pay their fair share of such expense.

Except for those Shared Expenses set forth in the initial Budget which shall be paid for by each Residential Unit Owner and the Commercial Unit Owner based upon the Unit's percentage Common Interest, or Contributing Share, as the case may be, if the Commercial Unit Owner uses or incur a disproportionate portion of any subsequent Shared Expense relative to its Common Interest (whether too low or too high), then the Commercial Unit Owner shall be required to pay only their fair share of such subsequent expense.

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

The Condominium Board shall advise all Unit Owners in writing promptly after same are determined of the amount of Common Charges payable by each of them and, not later than ten (10) days next preceding the date upon which the first installment of newly determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees.

The Condominium Board may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

Notwithstanding anything herein to the contrary, but subject to the dispute resolution procedures set forth hereinabove or in Article XV hereof and the payment, collection and enforcement provisions of these By-Laws in general, the Commercial Unit Owner and the Residential Unit Owners shall each be solely responsible for the payment of the following expenses. The Commercial Unit Owner shall be solely responsible for the payment of all expenses ("Commercial Common Expenses") arising from snow removal from the front of the Commercial Unit; electrical consumption in the Commercial Unit for which the Commercial Unit will be separately metered; commercial garbage collection; vault charges attributable to the Commercial Unit, if any; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and for all other purposes in the Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of all water usage in the Commercial Unit, together with related sewerage charges; repairs, maintenance and replacement of the Commercial Limited Common Elements; and any other expense, including but not limited to, the repair, maintenance and replacement of a service elevator installed at a future date, which is located in and is part of the Commercial Unit, which is not a Shared Expense and attributable to the Commercial Unit only. The Residential Unit Owners, jointly, shall be solely responsible for the payment of all expenses or allocated expenses

("Residential Common Expenses") arising from the employment of one or more employees of the Condominium, other than one (1) visiting superintendent, including, but not limited to, one (1) porter and any other employee, independent contractor and/or vendor of the Condominium employed or retained to provide concierge, doorman and/or security services, if any, who will service all of the Units; electrical consumption in the Common Elements; garbage collection for the Residential Units; vault charges, if any, attributable to the Common Elements, except to the extent they are attributable to a Commercial Unit having exclusive use of such vault area, in which case such vault charges shall be paid by the Owner of such Commercial Unit; subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat and hot water in the Residential Units and in the Common Elements; gas consumption for cooking in the Residential Units and gas consumed in the Common Elements; subsequent to the time that the Commercial Unit is separately metered or submetered, water and sewer charges for the Residential Units and the Common Elements; maintenance, repair and replacement of the Residential Limited Common Elements, including, but not limited to, the passenger elevators, those portions of the sprinkler and standpipe systems which are not located within the Commercial Unit, all roofs and roof surfaces of the Building other than those portions which are Commercial Limited Common Elements; supplies for the Residential Limited Common Elements; all costs and expenses associated with the operation and maintenance of the gym/lounge, its adjoining half bathroom and adjacent outdoor roof terrace located on the 2nd floor of the Building, and any other amenities located at the Building; and any other expense, which is not a Shared Expense, attributable to the Residential Units only or as provided herein.

The Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the First Unit Closing until such Unit is sold to a bona fide purchaser. Until title to all Units has been conveyed, the Sponsor or its designee as owner of any Unsold Units, may decide that all Unit Owners will, at Sponsor's or Sponsor's designee's sole option and discretion, pay in lieu of payment of each Unit's Common Charges, provided that such "in lieu" payments are less than the Common Charges then due, an amount which equals each Unit's proportionate share (based upon each Unit's Percentage Common Interest or Contributing Share, as the case may be,) of the total cost necessary to operate the Condominium with the services to be provided under the Offering Plan. In the event that Sponsor or its designee as the owner of all Unsold Units elects to have all Unit Owners make in lieu payments, Sponsor or its designee shall (i) file an amendment to the Offering Plan prior to the First Unit Closing indicating that the collection of Common Charges will not commence with the beginning of Condominium operations and the anticipated length of such delay period; (ii) file an amendment to the Offering Plan disclosing the expiration of the delay period at least thirty (30) days prior to such expiration; (iii) during any such delay period timely pay all expenses of the Condominium out of the aggregate in lieu payments, including, but not limited to, insurance premiums; (iv) pay from Sponsor's funds any reserve fund payments required by Sponsor's lenders; and (v) remain obligated to update the budget for the Condominium, as provided in the governing regulations. Additionally, Sponsor represents that upon commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved Budget of the Condominium.

Section 2. **Insurance**. The Board of Managers shall be required to obtain and maintain

the following insurance: (a) an all-risk property policy insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by the Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including any improvements and betterments installed by Unit Owners or any furniture,

furnishings, or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than the greater of the agreed upon replacement cost of the Building, including the above noted items but exclusive of footings and foundations and without deduction for depreciation, as approved by a fire insurance company or a qualified insurance broker, or in any event the amount of insurance necessary to avoid the effects of co-insurance; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided; (b) worker's compensation insurance, if the Condominium has employees; (c) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, shall be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers, including any person or persons handling or responsible for funds of the Condominium; (d) disability benefits insurance if the Condominium has employees; (e) directors' and officers' liability coverage covering the Board of Managers; and (f) such other insurance, including, but not limited to, boiler, elevator and machinery insurance coverage, water damage legal liability coverage, as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than $100,000.00), and that the total proceeds thereof, if $100,000.00 or less, shall be payable to the Board of Managers and if more than $100,000.00 shall be payable to the Insurance Trustee, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insured to the extent as their interests shall also appear. Notwithstanding anything herein to the contrary, at the request of the Commercial Unit Owner, the Board of Managers of the Condominium, at the sole cost and expense of the Commercial Unit Owner, shall have its property insurance policies extend the waiver of subrogation to all occupants of the Commercial Unit and waive any claim against and release any occupants of the Commercial Unit from liability for damage to property covered by the Condominium's property insurance policies. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees

of Units at least ten (10) days prior to expiration of the then current policies if so requested in writing by them.

In the event that the damage resulting from a fire or other casualty loss shall (a) render one (1) or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (b) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered usable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such casualty loss shall be caused by the act, the omission to act, or the negligence of the owner of a Unit so affected thereby, by a family member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another and for any and all claims which may arise from the public use or Unit Owner use of the sidewalks in front of the Building. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 covering all claims for bodily injury, property damage and products liability with respect to any one occurrence together with a commercial umbrella liability policy in the amount of $25,000,000.00.

Unit Owners shall be required to maintain insurance on all portions of their Unit and the Limited Common Elements appurtenant thereto (e.g., if applicable, any private balcony, terrace, roof deck or yard). A Unit Owner shall, at his or her sole cost and expense, obtain and keep in full force and effect: (a) comprehensive personal liability insurance against any and all claims for personal injury, death, or property damage (including, but not limited to, loss due to water damage), occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, with minimum combined single limits of $500,000.00 for bodily injury or death arising out of any one occurrence and $500,000.00 for damage to property; and (b) all-risk property insurance with a minimum limit of $500,000.00 with respect to property damage occurring in, upon, or from the Unit or, if applicable, its appurtenant Limited Common Elements, which policy shall include coverage for any improvements and betterments installed by the Unit Owner or any furniture, furnishings, or other personal property supplied or installed by the Unit Owner, as well as the fixtures initially installed therein by the Sponsor or by prior construction. The Board of Managers may, from time to time, revise the minimum limits of insurance required to be carried by Unit Owners.

All such insurance policies carried by Unit Owners shall contain waivers of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried

by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Further, all insurance policies carried by Unit Owners shall be written by solvent insurance companies admitted to do business in the State of New York. Upon ten (10) days written notice from the Board of Managers or the Condominium's managing agent, a Unit Owner shall deliver copies of the required insurance policies, certificates evidencing such insurance, or other proof of the required coverage that is satisfactory to the requesting party.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

The insurance policy for the Condominium obtained by the Board of Managers should require the insurer to notify in writing the Board of Managers (or insurance trustee) and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes the Condominium's coverage.

If, by reason of the occupancy or use of a particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Notwithstanding the foregoing or any other provisions of these By-Laws, any insurance maintained by the Board of Managers shall not obviate the obligations of the Unit Owners with respect to insurance, maintenance, and/or repair of their respective Units, and if applicable, appurtenant Limited Common Elements (including, but not limited to, the obligations of Unit Owners with respect to fixtures initially installed in their respective Units by the Sponsor or by prior construction).

Section 3. **Repair or Reconstruction After Fire or Other Casualty**. In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty, unless seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by the Sponsor, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. If the cost of

such repair and restoration is in excess of the insurance proceeds, the Board of Managers shall levy a Special Assessment against all Unit Owners, for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the trust funds to be disbursed by the Insurance Trustee, if any, or the Board of Managers, as the case may be. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If seventy-five percent (75%) or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals seventy-five percent (75%) in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, if any, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, after first payment out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words “promptly repair” are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjustor retained by the Board of Managers. Wherever the words, “promptly resolve” are used it shall also mean not more than sixty days from the date of receipt of said insurance funds.

Section 4. **Payment of Common Charges**. All Unit Owners shall be obligated to pay the Common Charges, including Assessments, assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges, including Assessments, assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof.

In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges, including Assessments, assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of Common Charges, including Assessments, assessed prior to the foreclosure sale.

Section 5. **Collection of Common Charges and Assessments**. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any Assessment due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late.

The Board of Managers shall also take prompt action to collect any Storage Room License Fees and any Assessment due from any Unit Owner which remains unpaid. For purposes of collection, all License Fees due from Unit Owners shall be deemed Common Charges and the Board shall have all rights and remedies under the Declaration and By-Laws to collect same.

Pursuant to Real Property Law Section 339-kk, the Board of Managers has the right to collect rents directly from a "Non-Occupying Owner's rental tenant" ("Tenant"), if a Non-Occupying Unit Owner is not current on his or her Common Charges, Assessments or late fees, hereinafter ("Charges"). In order to collect rents directly from the Tenant, the Non-Occupying Unit Owner must fail to make the payment of Charges within sixty (60) days of the earliest expiration of any grace period. Prior to collecting the rents the Board shall provide written notice to the Tenant and the Non-Occupying Unit Owner providing that, commencing immediately and until such time as all payments for all Charges are made current, all rental payments are to be made directly to the Condominium at the address provided in the notice. Once all charges are current the Board shall then within three (3) business days, provide notice to the Tenant and Unit Owner of such payment and that thereafter all future rental payments should be made to the Non-Occupying Unit Owner. Should a Unit Owner wish to contest the Board's claim to rental payments he or she shall be entitled to present his or her supporting facts at the next scheduled Board meeting (which must be held within thirty (30) days of Board receiving notice of contest). The Board shall have the option to forgo collecting rents directly from the Tenant so long as a majority of the Board has been elected by and from among the Occupying Unit Owners.

Section 6. **Default in Payment of Common Charges or Assessments**. In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any Assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay

interest at the highest legal rate on such Common Charges or Assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or Assessments. The Board of Managers shall have the right and duty to attempt to recover such Common Charges or Assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339aa thereof. A Unit Owner defaulting in payment of Common Charges or Assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

Section 7. **Foreclosure of Liens for Unpaid Common Charges**. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. **Statement of Common Charges and Assessments**. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges, including Assessments, due from such Unit Owner.

Section 9. **Abatement and Enjoinment of Violations by Unit Owners**. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in these By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Section 10. **Maintenance and Repairs**.

a. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of the Unit's entrance door), windows (except the painting of the exterior side of windows), electrical (except Common

Elements), plumbing (except Common Elements) and heating and/or hot water fixtures and air conditioning units, together with any and all related ductwork and piping attached thereto, inside or outside the Unit(s) or belonging to the Unit Owner(s) and only servicing such Unit(s), shall be at the individual Unit Owner's sole cost and expense or at the sole cost and expense of the individual Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein. Additionally, the replacement of heating and/or hot water fixtures and air-conditioning units, together with any and all related ductwork and piping attached thereto, outside or inside the Unit(s) or belonging to the Unit Owners(s) and only servicing the Unit(s), shall be at the Unit Owner's sole cost and expense or at the sole cost and expense of the Unit Owners of the affected Units on an equal basis, excepting as otherwise specifically provided herein.

Further, the individual Unit Owner shall be responsible for the cost of any permits required in connection with the operation of their individual heating, air-conditioning or other mechanical equipment.

b. All maintenance, repairs and replacements to the General Common Elements as defined in the Declaration, and the painting and decorating of the exterior side of Unit entrance doors and Unit windows shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

c. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed (i) by the Board of Managers as a Residential Common Expense, if such Limited Common Element is a Residential Limited Common Element for the exclusive use of all of the Residential Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, the repair of any leaks, in the roofs of the Building or elsewhere, that are not caused by the acts or omissions of a Unit Owner, having direct and exclusive access thereto), or (ii) by the Board of Managers as a Commercial Common Expense, if such Limited Common Element is a Commercial Limited Common Element for the exclusive use of two or more Commercial Unit Owners and whether or not it involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, repairs that are not caused by the acts or omissions of a Commercial Unit Owner, having direct and exclusive access thereto), or (iii) by the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner, having direct and exclusive access thereto at his or their sole cost and expense, if involving nonstructural, ordinary maintenance, repairs or replacements, or (iv) by the Board of Managers at the sole cost and expense of the individual Unit Owner, whether a Residential Unit Owner (involving a Residential Unit Limited Common Element) or the Commercial Unit Owner,

having exclusive use of such Limited Common Element if involving structural repairs or replacements, or (v), at the election of the Board of Managers, by the Board of Managers or the individual Unit Owner, but at the sole cost of such Unit Owner or Owners, where such maintenance, repair or replacements result from the Unit Owner's negligence, misuse or neglect.

d. Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall (i) comply with all applicable law and building codes; (ii) shall not unreasonably disturb or interfere with any Unit Owners or tenants and occupants of any Units; and (iii) shall not affect the structural integrity of the Building.

e. Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any balcony, terrace, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein (the cost of debris and snow removal from the sidewalks in front of the residential lobby and at the common roof terraces located at the 2nd floor and main roof of the Building shall be a Residential Common Expense and shall only be the responsibility of the Board of Managers; the Commercial Unit Owner shall only be responsible for the cost of removing debris and snow from the sidewalks directly in front of its respective entrances and from the entire sidewalk which is adjacent to its Unit; and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. Notwithstanding anything herein to the contrary, the maintenance, repair and/or replacement of all sidewalks, plantings and/or shrubbery, including the planters in which they are contained, in front of the Building or located at the common roof terraces shall be a Residential Common Expense. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of balconies, terraces, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit.

Section 11. **Restrictions on Use of Units**. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

a. The Residential Units shall be used for private residences only, except that a Unit Owner may use his Residential Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Any Residential Unit may also be used as a professional office by a resident thereof provided such professional use does not violate zoning law, regulations or ordinance and provided further, that the prior consent of the Board of Managers to such professional use is obtained.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

The Commercial Unit may be used for commercial purposes, including, but not limited to, restaurant uses, or for any other lawful purpose. No sale, lease or sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units. The Board of Managers does not have the right to approve or change the use of the Commercial Unit, or any part thereof, or to apply for or cause any amendment to the Building's Certificate of Occupancy to authorize a different use, except at the request or direction of Sponsor, a Sponsor-designee, or a Commercial Unit Owner, as applicable.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or

safety of the Unit Owners or other occupants or tenants of the Building or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room will not be applicable to a Storage Room held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In addition, no furniture, doormats, packages, or objects of any kind shall be placed in the lobbies, public halls, public stairways, the elevators or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers. The lobbies, public halls, public stairways and elevators shall be used only for normal passage through them.

c. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

d. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies, including the Landmarks Preservation Commission, if applicable, having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

e. Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common Elements be altered or removed.

f. With the exception of the Commercial Unit, no portion of a Unit or other Limited Common Elements appurtenant thereto (other than the entire Unit, including the Limited Common Elements appurtenant thereto) may be rented.

The terms of sub-paragraph (b) of this Section 11 shall not apply to Sponsor or its designee for so long as there are any Unsold Units. So long as Sponsor owns any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan.

Section 12. **Additions, Alterations or Improvements by Board of Managers**. Subject to the provisions of Section 3 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of $10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Charge. Any additions, alterations or improvements costing $10,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. **Additions, Alterations or Improvements by Unit Owners**. Except as provided below, no Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units, without prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer in writing any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent, either affirmatively or by its inaction, to any structural addition, alteration or improvement to be made by a Unit Owner, the consent shall provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi- governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificate for which shall be delivered to

the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13 which require the consent of the Board of Managers in connection with a structural addition, alteration or improvement or a structural or non-structural addition, alteration or improvement which affects the exterior of the Building or the value of other Units shall not apply to Units owned by the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit. Neither the Sponsor or its designee or the Commercial Unit Owner with respect to the Commercial Unit shall need such consent. All other provisions of this Section 13 shall apply to all Units.

For example, with respect to any structural addition, alteration or improvement to a Sponsor-owned Unit or the Commercial Unit, such work shall be at the sole cost and expense of the Sponsor and/or its designee or the Commercial Unit Owner, and be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and workmen's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by said Sponsor or its designee or the Commercial Unit Owner, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any structural alteration, addition or improvement, or due to improper design or construction of any structural alteration, addition or improvement. Additionally, the Sponsor and/or its designee or the Commercial Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with any services provided to such alteration, addition or improvement.

Notwithstanding anything to the contrary contained in this Section 13, however, Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or the Commercial Unit Owner shall have the right, pursuant to the terms of Paragraphs 8 and 17 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by any of them whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by any of them.

Non-structural alterations and improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers.

If at the time a Unit Owner seeks to perform alterations to his or her own Unit, a Permanent Certificate of Occupancy is not issued for the Building, the Unit Owner, prior to commencing any alteration, must obtain the consent of the Sponsor or its designee, which consent shall be at the sole and absolute discretion of Sponsor or its designee. The Sponsor or its designee may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a Permanent Certificate of Occupancy has been obtained therefor. In furtherance thereof, a Unit Owner, who has been granted the consent by the Sponsor or its designee, to perform alterations shall indemnify Sponsor or its designee for any cost, expense, claim or liability incurred or suffered by Sponsor or its designee as a result of any violation of Law or delay in obtaining a Temporary or Permanent Certificate of Occupancy. In the event the alterations performed by a Unit Owner do adversely affect the issuance or validity of the Certificate of Occupancy, then upon the written request of Sponsor or its designee, the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously, restoring the Unit within fifteen (15) days of receipt of the written request, then the Sponsor or its designee, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in the By-Laws.

Section 14. **Use of Common Elements and Facilities**. A Unit Owner shall not place or cause to be placed in the public halls and stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The lobbies, public halls and stairways or other common areas shall be used for no purpose other than for normal transit through them. The Sponsor and any Sponsor-designee shall have the right to use the Common Elements, without charge, for the purposes set forth in Section 11 of this Article VI and in conjunction with the Sponsor's or a Sponsor-designee's exercise of the rights retained by Sponsor in the Condominium Declaration.

The Owner of a Unit or Owner or Owners of any two (2) or more Units, which Unit or Units is/are the only Unit(s) serviced or benefitted by any General or Limited Common Element adjacent or appurtenant to such Unit(s) (for example, the portion at the end of any hallway that is directly adjacent to any such Unit(s) located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements, shall, with the consent of the Board of Managers (which consent will not be unreasonably withheld or delayed and shall not be required if the Unit Owner or Owners is/are Sponsor or Sponsor's designee), have the right to use such General or Limited Common Elements exclusively, as if it were a part of such Unit(s) (including the right, in the example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests will be made by reason thereof. In such an event, however, such Owner or Owners shall, at his or their sole cost and expense, both (i) operate, maintain and repair such General or Limited Common Element for so long as such Owner or

Owners exercise such exclusive right of use and (ii) restore such General or Limited Common Element to its original condition, reasonable wear and tear excepted, after such Owner or Owners cease to exercise such exclusive right of use.

Further, the Board of Managers shall have the authority to promulgate additional rules regarding use of and access to the Storage Rooms and the procedures for assigning the Storage Room License. As part of the sale of his Unit, or with regard to the sale of a Storage Room License to another Residential Unit Owner, a Residential Unit Owner may transfer the Storage Room License to the Board of Managers which shall be authorized to reissue such Storage Room License to the new Residential Unit Owner or another Residential Unit Owner for such consideration as required by such sale.

Any Residential Unit Owner assigned a Storage Room in the Building will be required to execute a Storage Room License governing the use of the Storage Room. The Storage Room License may only be assigned to a Residential Unit Owner either (i) simultaneously with such Unit Owner's acquisition of a Residential Unit, or (ii) the transfer of a Storage Room from one Residential Unit Owner to another Residential Unit Owner. In the event a Residential Unit Owner elects to terminate a Storage Room License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room in question will devolve to the Board of Managers which shall have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only lease their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor-designee may assign and/or rent its Storage Room to residents or non-residents in its sole discretion with charge and without the consent of the Board of Managers of the Condominium. The Storage Rooms are located on the cellar floor of the Building and the Board cannot make any representation that the Storage Rooms will remain dry or will not experience any water infiltration and neither the Sponsor nor the Board will be responsible for any damage to items placed in the Storage Rooms. Residential Unit Owners who place items in the Storage Rooms do so at their own risk and Unit Owners are advised to consult with their insurance brokers regarding appropriate coverage for such stored items. Residential Unit Owners must comply with applicable Law regarding the Storage Rooms, which may be subject to periodic inspection by the police and fire departments of the City of New York and other governmental agencies having jurisdiction thereover.

Section 15. **Right of Access**. A Unit Owner shall grant a right of access to his Unit and, if applicable, to his Storage Room, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and/or Storage Room and threatening another Unit, another Storage Room or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit

Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. **Rules of Conduct**. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or its designee remains the Owner of one (1) or more Units and/or Storage Rooms, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or its designee without Sponsor's prior written consent. Additionally, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect the Commercial Unit without the prior written consent of the Commercial Unit Owner.

Section 17. **Water Charges and Sewer Rents**. Water shall be supplied to all of the Units and the Common Elements on the basis of one (1) or more meters or submeters for the Building or pursuant to a frontage charge. The Board of Managers shall initially pay, as a Shared Common Expense, all charges for water consumed in the Units and the Common Elements together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Any water and sewer bills received by a Unit Owner shall immediately be rendered to the Board of Managers for payment. In no event shall the Board of Managers be responsible for loss of service to any Unit, interest or penalties, due to a delay in paying such bills resulting from a Unit Owner not tendering a bill. Any interest or penalties due for such late payments will be an additional assessment to be paid by the Unit Owner who failed to timely tender any bill. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed. Water service and all related sewer rents initially include a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of water consumed in the Commercial Unit prior to it being occupied by a tenant and prior to it being separately metered or submetered. The Commercial Unit Owner shall only be required to pay for its estimated share of the cost of water consumption together with all related sewer rents arising therefrom in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of water consumption together with all related sewer rents arising therefrom in the Residential Units and in the Common Elements shall be a Residential Common Expense. Once water consumption in the Commercial Unit is separately metered or submetered, the cost of consumption measured thereby shall be the sole responsibility of the Commercial Unit Owner.

Section 18. **Electricity and Gas**. Electricity shall be supplied by the public utility company serving the area directly to each Unit through separate meters or submeters. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit to the public utility.

The electricity serving the Common Elements, including the Residential Limited Common Elements and the Commercial Limited Common Elements, shall be metered by one or more meters or submeters, and the Board of Managers shall pay the bills for such consumption as a Residential Common Expense.

Gas consumption for heat in all of the Residential Units, including any supplemental heat for the public corridors, hot water in the Residential Units, Commercial Unit and Common Elements, gas consumption for cooking in the Residential Units and gas consumed in the Common Elements, shall be collectively metered by one or more meters or submeters and the Board of Managers shall initially pay, as a Shared Common Expense, the bills for such consumption. Initially, there will be no direct separate gas service for the Commercial Unit. Gas consumption for heat, hot water and cooking in all of the Residential Units will initially include a minimal amount (which is estimated to be less than its allocated share based upon the Commercial Unit's percentage of Common Interest) of gas consumed for hot water in the Commercial Unit prior to it being occupied by a tenant and separately metered or submetered. Notwithstanding anything herein to the contrary, the Commercial Unit Owner shall only be required to pay for its estimated share of the cost of gas consumption for hot water in the Commercial Unit prior to the time that the Commercial Unit is occupied by a tenant and separately metered or submetered. When separate gas service is required in the Commercial Unit, the Commercial Unit Owner or its tenant shall have the right to install, at its sole cost and expense, separate gas service or connect to the existing gas service. However, the Commercial Unit Owner shall also be required to install a separate gas meter or submeter, and at the time of such installation, the cost of consumption measured thereby shall be a Commercial Common Expense of the Commercial Unit Owner only. Further, at the time of the installation of a meter or submeter, the Commercial Unit Owner will no longer be required to contribute its estimated share of the cost of gas for hot water which initially was a Shared Expense. Subsequent to the time that the Commercial Unit is separately metered or submetered, the cost of gas consumption for heat, hot water and cooking in the Residential Units and gas consumed in the Common Elements, shall be a Residential Common Expense. Additionally, gas consumption for fireplaces, if any, shall be collectively metered by one (1) or more meters or submeters and shall be a Residential Common Expense of all of the Residential Unit Owners.

Section 19. **Review of Real Estate Tax Assessments**. It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners

according to the ownership of the Property during respective portions of the tax year. Any refund attributed to a Unit, and all apportioned expenses incurred in connection with obtaining of such refund, shall belong to and be incurred by the Unit Owner receiving said refund. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Section 20. **Vault Charges**. All license fees and all periodic taxes and charges ("Vault Charges") for street vaults located in the Common Elements of the Building, if any, or other protrusions beyond the lot lines of the Building shall be paid by the Board of Managers as a Residential Common Expense. However, Vault Charges, if any, attributable to a Commercial Unit which has exclusive use of such vault area shall be paid by the Owner of such Commercial Unit. If an allocation of Vault Charges is necessary to determine those charges allocable to an individual Commercial Unit, such allocation shall be made on a square footage basis.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Board of Managers**. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. **Notice of Default**. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. **Examination of Books**. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on reasonable notice to the manager, managing agent or Board of Managers on business days.

Section 5. **Notice of Changes to Units and/or Common Elements**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed amendment to the Condominium Offering Plan, Declaration and/or By-Laws effecting a change in (i) the size or location of any Unit or the exclusive easement rights, if any, appertaining thereto; (ii) any change in the percentage of Common Interest of a Unit

or Common Charges payable by a Unit Owner to the Condominium; (iii) any change in the number of votes each Unit Owner shall be entitled to cast at a meeting of Unit Owners; and (iv) any change to the restrictions on use of the Units or Common Elements.

Section 6. **Notice of Termination of the Condominium**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any proposed termination of the Condominium.

Section 7. **Notice of Condemnation or Casualty**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any taking in condemnation or by eminent domain or any casualty loss of a material portion of the Common Elements or a portion of any Unit on which there is a first mortgage.

Section 8. **Notice of Insurance**. The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of any lapse, cancellation or material modification of any insurance policy maintained by the Condominium.

Section 9. **Consent of Mortgagee**. The right of a Unit Owner who mortgages his Unit and who is also a licensee pursuant to a Storage Room License Agreement, to assign the Storage Room License is subject to (i) the consent of the mortgagee of any mortgage loan encumbering such Unit Owners Unit and (ii) compliance by such Unit Owner with the requirements of mortgagee including, but not limited to, if required by mortgagee, the pledge and grant of a first priority security interest in all of Licensee's right, title and interest in and to the Storage Room License as collateral security to mortgagee for the prompt and complete payment and performance of all of such Unit Owner's obligations under the mortgage.

Notwithstanding anything herein to the contrary, until the construction loans for the development of the Property are fully paid, the notices required above in Section 2 through and including Section 8 shall be made to the Construction Lender (as defined in Article XII, Section 5) without a written request from the Construction Lender. Additionally, during the period that the construction loans are outstanding, the Board of Managers will deliver to the Construction Lender copies of any notices received by the Board from any Unit Owner or governmental agency alleging any default by or with respect to the Condominium and/or the Board of Managers.

Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to a mortgagee, there shall be implied mortgagee approval when a mortgagee fails to respond after 60 days written notice provided notice was delivered by certified or registered mail with a return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases**. No Unit Owner other than the Sponsor or a Sponsor-designee or the Commercial Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions below. Sponsor or a Sponsor-designee or the Commercial Unit Owner need not comply with such provisions. Sponsor or a Sponsor-designee or the Commercial Unit Owner shall have the right, without the payment of any fees or charges to the Board of

Managers or the Managing Agent, to sell its Unit(s) or lease its Unit(s), or, in the case of the Commercial Unit, lease any part thereof, without the Board of Managers having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to such Sponsor or Sponsor-designee or the Commercial Unit Owner, as the case may be. However, any deed or lease made by a Sponsor or a Sponsor-designee or the Commercial Unit Owner with respect to a Unit as grantor or lessor, in the Building, shall provide that acceptance thereof by the grantee or lessee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as same may be amended from time to time.

With regard to a Storage Room License, the following restrictions apply. A Storage Room License may only be assigned to another Residential Unit Owner or simultaneously by such Unit Owner to a purchaser of the Residential Unit. In the event a Residential Unit Owner elects to terminate a License and does not transfer same to another Residential Unit Owner, the rights to the Storage Room License in question will devolve to the Board of Managers which will have the right to issue a new Storage Room License to another Residential Unit Owner in its sole discretion. Residential Unit Owners can only rent their respective Storage Rooms to other Residential Unit Owners in the Building after obtaining the written consent of the Board of Managers thereto which consent shall not be unreasonably withheld and/or delayed. With regard to Storage Rooms held or rented by Sponsor and/or a Sponsor-designee, Sponsor and/or a Sponsor designee may assign and/or rent its Storage Rooms to residents or non-residents in its sole discretion without charge and without the consent of the Board of Managers of the Condominium. However, the Sponsor and/or a Sponsor-designee will only sell a Storage Room License to a Residential Unit Owner.

Except as provided immediately above, any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the Common Elements and any Limited Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Unit Owner in any other assets of the Condominium, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"); or a bona fide offer for a lease of his Unit; (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board of Managers may elect, by notice given within five (5) days after making such election, and in any event, within said twenty (20) day period, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and

conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee fail to notify the offering Unit Owner of its decision to accept such offer within twenty (20) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not accept such offer, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within thirty (30) days after the expiration of the twenty (20) day period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease for Units shall be the then current form of lease recommended by Julius Blumberg, Inc., or The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit Owner shall not, within such thirty (30) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

Section 2. **Consent of Unit Owners to Purchase or Lease of Units by Board of Managers**. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. **No Severance of Ownership**. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. **Release by Board of Managers of Right of First Refusal**. The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. **Certificate of Termination of Right of First Refusal**. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request.

Section 6. **Financing of Purchase of Units by Board of Managers**. Acquisition or lease of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy a Special Assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his ownership in the Common Elements, as a Common Charge, which Assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Notwithstanding the above, no Assessment may be levied under this Section 6 against any mortgagee who has acquired title to a Unit, whether by foreclosure or deed in lieu thereof.

Section 7. **Exceptions**. The provisions of Section 1 of this Article VIII shall not apply with respect to the right of first refusal pertaining to any sale or conveyance or lease by a Unit Owner

of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one (1) or more of them, or to any Unit owned by the Sponsor or a Sponsor-designee or the Commercial Unit Owner, or to the acquisition or sale of any Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of a Unit from a mortgagee.

Section 8. **Gifts and Devises, etc**. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

Section 9. **Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers or its Designee, on Behalf of All Unit Owners as Tenants in Common**. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Common Charges and Assessments**. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Notwithstanding anything herein to the contrary, the Board of Managers will accept from Construction Lender payment of any sum or performance of an act required to be paid or performed by a Unit Owner pursuant to the provisions of the Declaration, By-Laws or the Rules and Regulations adopted by the Board of Managers with the same force and effect as though paid or performed by such Unit Owner.

Section 11. **Mortgage of Units**. No Residential Unit Owner shall mortgage his Unit, except by a first and/or second mortgage made to a bank, trust, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the Sponsor, Sponsor-designee, or to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers. A mortgage encumbering a Residential Unit may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Sponsor, prior to the Sponsor's relinquishing control of the Board of Managers, or the Board of Managers, subsequent to the release of control by the Sponsor. Such approval shall be in the sole and absolute discretion of Sponsor or the Board of Managers as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or Assessments and discharge any liens therefor. The Sponsor, its designee and/or the Commercial Unit Owner may encumber its Unit or Units with a mortgage or mortgages without being subject to the aforementioned restrictions.

Section 12. **Fees and Charges**. The Board of Managers shall have the right to require the Residential Unit Owner who is selling or is a prospective lessor to pay a fee to the Board of

Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Residential Unit pursuant to the provisions of this Article VIII except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Commercial Unit Owner. Any other fees in connection with the sale or lease of a Residential Unit may only be enacted by action of Unit Owners, except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, or the Commercial Unit Owner.

ARTICLE IX

CERTAIN REMEDIES

Section 1. **Self Help**. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit or its appurtenant Limited Common Elements pursuant to the terms of Article VI hereof, and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common Elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to commence to cure such violation or breach.

Section 2. **Abatement and Enjoinment**.

a. In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

b. The violation or breach of any of the terms of the Condominium Documents with respect to any of the rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 3. **Remedies Cumulative**. The remedies specifically granted to the Board of Managers or to the Sponsor or its designee in this Article IX or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one (1) time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 4. **Costs and Expenses**. All sums of money expended, and all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees, by (i) the Board of Managers in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 1 or paragraph (a) of Section 2 hereof or (ii) Sponsor in connection with any abatement, enjoinment, or remedy of any violation or breach of the Condominium Documents pursuant to the terms of paragraph (b) of Section 2 hereof, shall be immediately payable by such Unit Owner to the Board of Managers in the event set forth in subparagraph (i) hereof or by the offering party (i.e., the Board of Managers or the Unit Owner) to Sponsor, in the event set forth in subparagraph (ii) hereof, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month, but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law. All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE X

CONDEMNATION

Section 1. **Condemnation**. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to $100,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than $100,000.00. If seventy-five percent (75%) or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, if any, as the case may be, shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, if any, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners do not duly and promptly approve the repair and restoration of such Common Element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking. Notwithstanding anything contained herein, any restoration or repair of the Condominium made in accordance with the terms of this Section shall be substantially in accordance with the specifications set forth in the Offering Plan, as amended, unless the Board of Managers obtains the approval of the holders of first mortgages on the Units to which at least

fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

If a portion of any Unit shall be taken in condemnation or by eminent domain and the Condominium shall not be terminated, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total floor area of such Unit and its appurtenant Limited Common Elements after such taking bears to the total floor area of such Unit and its appurtenant Limited Common Elements prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the new Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Unit, and, in the event of a taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

ARTICLE XI

RECORDS

Section 1. **Records and Audits**. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or, public accountant by March 15th of each calendar year for the prior fiscal year;

(b) Prior notice of the annual Unit Owner’s meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium, within ten (10) days prior to the date set for adoption thereof by the Board of Managers.

ARTICLE XII

MISCELLANEOUS

Section 1. **Invalidity**. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. **Captions**. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. **Gender**. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver**. No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. **Insurance Trustee**. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of ten (10) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of five (5) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Notwithstanding anything herein to the contrary, Pacific Western Bank (the "Construction Lender") as the construction lender for the development of the Property is designated as the Insurance Trustee until its construction and its other related loans are paid in full. Prior to full payments of the construction loans, all insurance proceeds shall be paid to the Construction Lender and any proceeds may be applied in accordance with the terms of the documents evidencing or securing the construction loans.

Section 6. **Definition of "Mortgagee"**. As used in these By-Laws, the term "mortgagee" or "holder of a first mortgage" or "Permitted Mortgagee" shall include the holder of any construction loan mortgage which shall be a lien on a unit.

Section 7. **"Lot-Line Windows"**.

(a) There are Lot-Line Windows which are part of the construction of the Building.

(b) The west façade of the Building has Lot-Line Windows. The west façade is located adjacent to a two story building which could potentially be developed in the future. Additionally, the west façade does not have a legal light and air easement. If future development of the adjacent building along the west façade occurs, the Owners of the affected Units in the Building will be responsible for the cost of sealing the Lot-Line Window(s) located in such Units. The following rooms within the affected Units have Lot-Line Windows.

FLOOR	UNIT	ROOM
6th – 11th	A	M. Bdrm
	B	Kitchen/Living Rm
12th	B	M. Bdrm
		Kitchen/Living Rm
14th	B	M. Bdrm
		Kitchen/Living Rm
15th	B	M. Bdrm
		Kitchen/Living Rm
16th	PH	M. Bdrm
		Living Rm

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

(b) In the event that any or all of the Lot-Line Windows must be sealed, all construction to enclose the windows shall be performed by the Sponsor, during the time period that Sponsor controls the Board of Managers of the Condominium, or after such control period, by the Board of Managers of the Condominium. The cost and expense of such construction shall be the sole responsibility of the Unit Owner or Owners affected and such cost and expense shall be charged to the individual Unit Owners affected as a Special Assessment.

(c) The Sponsor, if applicable, or the Board of Managers, their agents, contractors and employees, will have the right to enter any Unit(s) necessary to effect the enclosure of such Lot-Lined Windows, should same be necessary. The Unit side of the enclosure will be finished with the same material originally used therein, if available, or if not available, then with such other finish material as will nearly as possible resemble such original material. Decoration of the affected area on the Unit side of the enclosure will also be the responsibility of the Unit Owner, at his or her sole expense.

Section 8. **Nondisturbance Agreement**. At the request of the Commercial Unit Owner, the Board shall execute and deliver to any tenant of such Commercial Unit Owner an agreement providing in substance that so long as any lease pursuant to which such tenant occupies space in the Building is in full force and effect and there is no default by said tenant thereunder after notice and the expiration of any applicable grace period, and provided said tenant attorns to and

recognizes the Board (or any successor thereto) as tenant's landlord pursuant to its lease (and executes and delivers any instrument which the Board or its successor may reasonably request to evidence such attornment), that the rights of tenant under its lease and the possession of tenant shall not be affected or disturbed and said lease shall not terminate as a result of any foreclosure or other action pursuant to the Declaration and By-Laws to obtain possession of the Commercial Unit by the Board.

ARTICLE XIII

AMENDMENTS TO THE BY-LAWS

Section 1. **Amendment to By-Laws**. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. However, for as long as Sponsor or its designee remains the Owner of one (1) or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or its designee, in the sole discretion of Sponsor or its designee, as the case may be, without the prior written consent of Sponsor or its designee. Additionally, the By-Laws, including the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect (i) the Commercial Unit or the Commercial Unit Owner without the prior written consent of the Commercial Unit Owner, or (ii) the lien of any mortgage without the prior written consent of the mortgagee.

Notwithstanding anything contained herein, Sponsor hereby reserves itself and its designee(s) the right to amend these By-Laws at any time without the requirements of a vote and without the approval or consent of the Board of Managers, any Unit Owners or mortgagees of any Unit Owners for the sole purpose of conforming the By-Laws to the requirements of applicable state and local condominium laws and/or the legal requirements of the Department of Housing and Urban Development of the United States of America ("HUD"), including, but not limited to, HUD Revised Legal Policy which is attached as appendix 24 of the HUD Handbook 4265.1, as same may be amended from time to time, or any other governmental authority or agency to qualify the Condominium for any applicable Unit financing, including, but not limited to, financing of the Federal Housing Authority of the United States of America ("FHA") and/or Fannie Mae financing.

ARTICLE XIV

CONFLICTS

Section 1. **Conflicts**. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

ARTICLE XV

ARBITRATION

Section 1. **Procedure**. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a preceding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any successor organization thereto. In the event that the American Arbitration Association shall not then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within ten (10) days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least five (5) members whose principal office is located in the City of New York.

Section 2. **Variation by Agreement**. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 3. **Binding Effect**. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

Section 4. **Costs and Expenses**. The fees, costs and expenses of the arbitrator shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his counsel and expert witnesses.

Section 5. **Sponsor's and Sponsor-designee's Option Not to Arbitrate**. Notwithstanding anything herein to the contrary, Sponsor, and/or its designee, shall not be obligated to arbitrate any matter arising under its ownership or sale of Units in the Building. The decision to arbitrate any such matter will be in the sole discretion of Sponsor or its designee. In the event that Sponsor or Sponsor's designee elects not to arbitrate, Sponsor or Sponsor's designee shall have all remedies available to it at equity and law.

SCHEDULE A

ADDENDUM TO THE BY-LAWS OF THE CONDOMINIUMS OF THE PREMISES KNOWN AS 128 WEST 23RD STREET CONDOMINIUM

128-130 WEST 23RD STREET NEW YORK, NEW YORK 10011

RULES AND REGULATIONS

1. The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use his Unit for any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. Such Residential Units may also be used as professional offices by a resident thereof provided such professional use does not violate any zoning law and ordinances and provided further, that the prior written consent of the Board of Managers to such professional use is obtained. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformity with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any public hallway. No illuminated or other sign may be used in connection with the aforementioned use, excepting only a professional sign, non-illuminated, not larger than the size permitted by the Board of Managers.

A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for short-term, fractional or shared use and/or ownership of such Unit; and (vii) family members, domestic employees and/or non-paying guests of the foregoing.

Any Storage Room which is licensed by a Residential Unit Owner may be used for any lawful use which is accessory to the residential use of the Unit, including, but not limited to, the storage of personal effects of the Residential Unit Owner, provided that no stored article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants or tenants of the Building

or shall otherwise create a nuisance shall be permitted to be brought into or stored in said Storage Room by any Residential Unit Owner.

Notwithstanding anything herein to the contrary, (i) any Rules and Regulations pertaining to the use of a Storage Room, will not be applicable to a Storage Room, held or rented by Sponsor or Sponsor-designee; and (ii) notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one (1) or more Units and/or Storage Rooms for use as models, sales and/or production offices in connection with the sale or rental of the Units and/or Storage Rooms.

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

2. Except as set forth above and herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Residential Unit therein or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes.

The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold and/or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one (1) or more vacant and unsold Units in the Building as a sales office and/or model Unit(s). Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or any portion of the Common Elements without regard to size. Sponsor or its designee shall be responsible for installing and removing such signs.

3. No group tour or exhibition of any Residential Unit or its contents shall be conducted nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

4. Unless expressly authorized by the Board of Managers in each instance, not less than eighty percent (80%) of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

5. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted. Notwithstanding anything above to the contrary, a Unit Owner must notify the Board of Managers in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. In addition, the Residential Unit Owner shall install at the Residential Unit Owner's own expense, the required window guards, as previously approved by the Board of Managers, in all windows of the Unit and shall not remove them until permitted by applicable law and in any event, without the full knowledge of the Board of Managers.

6. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit, unless otherwise required by law, without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers, unless such installation is required by law, nor shall anything be projected out of any window of any Unit without similar approval. In connection with the individual Unit, each Unit Owner shall be responsible for compliance with all applicable laws relating to the requirement of installing window guards in the Unit.

7. No exterior of any Residential Unit, including the balconies and/or roof terraces, or the windows or doors thereof, patios, if any, or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner, without prior written consent of the Board of Managers or except as provided in the By-Laws.

8. Plantings on any private balcony and/or terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two (2) inches from the private balcony and/or terrace surface, and, if adjoining a wall, at least three (3") inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a wall, plantings may be contained in masonry or hollow tile walls which shall be at least three (3") inches from the wall, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such private balcony and/or terrace, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. There shall be no blockage of drainage on any private balcony and/or terrace by a Residential Unit Owner. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. The size of such plantings shall be subject to the consent of the Board of Managers.

9. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements which are not limited to the exclusive use of a specific Residential Unit Owner. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other Common Elements, which are not limited to the exclusive use of a specific Residential Unit Owner. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his Unit or to add an additional lock, provided that such lock conforms in color with the other lock or locks and a copy of the new key is provided to the Board of Managers.

10. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, stereo, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight 12:00 A.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

11. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, or any private balcony and/or terrace, any dirt or other substances. No clothes, sheets, blankets, or other articles of any kind shall be hung or shaken from any doors, windows or open balconies and/or terraces, or placed upon the window sills of the Building.

12. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

13. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Each Unit Owner shall comply with all requirements of law and regulations of the Board of Managers regarding recycling of trash. All Unit Owners shall separate their trash into "recyclable" and "nonrecyclable" materials. The Board of Managers may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Unit Owner for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Board of Managers may also establish other regulations regarding recycling of trash. Any costs incurred by the Board of Managers in the enforcement against the Unit Owner of recycling requirements imposed by law or by the Board of Managers, including (but not limited to) legal fees and fines or penalties imposed on the Board of Managers by any governmental agency shall be payable by the Unit Owner as additional Common Charges.

14. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

15. Except for Units owned by Sponsor and/or a Sponsor designee, no bird, reptile, or animal, other than one (1) domesticated dog or cat, shall be permitted, raised, bred, kept, or harbored in the Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal, including, but not limited to, domesticated dogs and cats, be permitted on any public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, balconies, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. However, notwithstanding the above, no Unit Owner shall be permitted to have a pit bull terrier or similar type dog which has shown vicious propensities without express prior written permission of the Board of Managers. The individual Unit Owners who keep an animal in their Unit shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in their Unit. All Unit Owners shall be responsible for immediately cleaning up any droppings from their pets.

16. Except as provided in the Declaration and By-Laws of the Condominium, no radio or television aerial or satellite dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of

any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

17. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

18. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

19. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in any heating, electrical or mechanical equipment area without the express permission of the Board of Managers.

20. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

21. No Unit Owner shall interfere in any manner with any portion of the lighting apparatus which is part of the Common Elements and not part of the Unit Owner's Unit, except that an Owner of the Commercial Unit may install and use extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such installation and use.

22. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the written consent of the Board of Managers.

23. Except as provided above, the Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

24. Any damage to the Building or equipment caused by Unit Owners, Unit Owner's family members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

25. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

26. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal

activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

27. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon, except if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the Owner of the Commercial Unit shall pay the increase.

28. Except as otherwise provided for in the Condominium Declaration and/or By-Laws, the sidewalks, entrances, passages, public halls, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

29. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, as determined by the Board of Managers subject to a Unit Owner's right to pursue all legal remedies with respect to such use, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

30. There shall be no playing or lounging in the entrances, passages, public halls, corridors, stairways of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

31. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

32. Nothing shall be done or kept in any Residential Unit or in the Common Elements, including but not limited to the Storage Rooms, that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit and/or in the Common Elements, including but not limited to the Storage Rooms, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law.

33. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit and/or Storage Room at any reasonable hour of the day, on at least one (1) day's prior notice to the Unit Owner, for the purpose of inspecting such Unit and/or Storage Room for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit and/or Storage Room for its permitted purposes.

34. The Board of Managers or the Managing Agent shall retain a pass-key to each Residential Unit and/or Storage Room. No Residential Unit Owner shall change any lock on any door leading into his Residential Unit and/or Storage Room without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit and/or Storage Room promptly after such Unit Owner moves into his Unit and/or Storage Room, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit and/or Storage Room. If Sponsor or the Board of Managers must gain access to a Residential Unit and/or Storage Room for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit and/or Storage Room caused by Sponsor or the Board of Managers in gaining access to such Unit and/or Storage Room. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit and/or Storage Room at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit and/or Storage Room without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

35. If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

36. No Unit Owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

37. The use of (i) the common roof terrace at the main roof of the Building; (ii) the residential Storage Rooms located at the cellar level of the Building; (iii) the half bathroom located at the cellar level of the Building, and (iv) the bike storage room located at the cellar level of the Building, by any of the Residential Unit Owners shall be subject to any and all restrictions and/or regulations established by the Board of Managers in its sole discretion.

38. The use of the gym/lounge together with its half bathroom and the adjacent outdoor terrace on the 2nd floor of the Building, including any and all exercise and/or gym equipment located therein, shall also be at the sole discretion of the Board of Managers and shall also be subject to all and any guidelines established by the Board of Managers relating thereto. Such guidelines may include, but are not limited to, any medical waiver or consent that a Unit Owner must execute prior to the use of any exercise and/or gym equipment.

39. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

40. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (1) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) refrain from depositing waste of an explosive nature therein.

41. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the main roofs of the Building.

42. When leaving the Residential Unit for extended periods of time, Residential Unit Owners and their respective family members, guests, domestic employees, agents, visitors, or licensees shall keep the Residential Unit at a maximum of 80 degrees Fahrenheit from May 15 to October 15 and shall keep the Residential Unit at a minimum of 60 degrees Fahrenheit from October 15 to May 15. Any damage resulting from a Residential Unit Owner's or their respective family members', guests', domestic employees', agents', visitors' or licensees' failure to abide by the provisions of this paragraph shall be borne solely by the Owner of such Residential Unit causing the damage.

43. At such Unit Owner's sole cost and expense, a Unit Owner who has the exclusive use of a private balcony and/or roof terrace, shall be subject to the following obligations with regard to any and all landscaping located on or separating said balcony and/or roof terrace from other private balconies and/or roof terraces and/or the common roof terrace at the main roof of the Building:

i. The Unit Owner shall maintain all screen planting, including the fertilization and pest control thereof;

ii. All dead plants shall be replaced as soon as the planting season allows (Fall and Spring – the Unit Owner is responsible to check applicable Fall planting hazard list for those plants that can only safely be planted in Spring). New plants must match original specifications, including genus, species and size, as existed on the date of closing of title to the Unit. The approved list of existing plants will be on file with Managing Agent;
iii. Any changes to the planting design must be reviewed and approved in writing by the Board of Managers;
iv. All plants must be maintained in good health throughout the year;
v. Soil depth may not be increased, nor may it be piled against any privacy fencing;
vi. Plants may not be trimmed, pruned, or shaped to diminish screening and visual separation between terraces without the consent of Managing Agent;
vii. Trees that suffer storm damage shall be assessed by an arborist for recommendations regarding replacement or compensatory pruning to maintain screening capacity and optimal plant health;
viii. Shrubs that suffer storm damage shall be assessed by a qualified horticulture professional and replaced or pruned to maintain screening capacity and optimal plant health;
ix. Increasing the height of privacy fences is strictly prohibited.

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

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

46. The Rules and Regulations govern the use of the Units and Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Unit unless agreed to by Sponsor or a Sponsor-designee, as the case may be, or to the Commercial Unit or the Commercial Unit Owner unless agreed to by the Commercial Unit Owner.

FORM OF INTERIM USE AND OCCUPANCY AGREEMENT

The Sponsor and Purchaser/Occupant agree as of _____ that Purchaser/Occupant shall use and occupy the Apartment (Apartment shall mean "Unit" where applicable herein) as follows:

SPONSOR/OWNER:
Gramercy 128 West, LLC
c/o Pan Brothers Associates
14 West 23rd Street
New York, New York 10010

PURCHASER/OCCUPANT:
[TBD]

Address for Notices: Same as Above

Apartment #___ at 128-130 West 23rd Street, New York, NY 10011

Term see **paragraph** 33

Security $TBD; **Rent** $TBD

Bank: Not Applicable

Use and Occupancy Fee is $TBD per month for each of the maximum of Twelve (12) months. At the closing of title to the Unit Purchaser/Occupant and Sponsor shall adjust the use and occupancy fee on a pro rata basis for the month in which the closing occurs.

1. **Use.** The Apartment must be used only for residential use as a private Apartment to live in and for no other reason. Only a party signing this Interim Use and Occupancy Agreement and/or the spouse and children of that party may use the Apartment. All references to "Purchaser/ Occupant" shall be read to mean "Purchaser and/or Occupant."

2. **Failure to give possession.** Sponsor and Owner, hereinafter collectively referred to as Sponsor, shall not be liable for failure to give Purchaser/Occupant possession of the Apartment on the beginning date of the Term. Use and Occupancy Fee shall be payable as of the beginning of the Term unless Sponsor is unable to give possession. Use and Occupancy Fee shall then be payable as of the date possession is available. Sponsor must give possession within a reasonable time, if not, Purchaser/Occupant may cancel and obtain a refund of money deposited for Use and Occupancy Fee. Sponsor will notify Purchaser/Occupant as to the date possession is available. The ending date of the Term will not change.

3. **Use and Occupancy Fee, added use and occupancy fee.** The use and occupancy fee payment for each month must be paid on the first day of that month at Sponsor's address. Sponsor need not give notice to pay the use and occupancy fee. Use and Occupancy Fee must be paid in full. The first month's use and occupancy fee and security is to be paid when Purchaser/Occupant signs this Interim Use and Occupancy Agreement. Purchaser/Occupant may be required to pay

other charges to Sponsor under the terms of this Interim Use and Occupancy Agreement. They are to be called "added use and occupancy fee." This added use and occupancy fee is payable as use and occupancy fee, together with the next monthly use and occupancy fee due. If Purchaser/Occupant fails to pay the added use and occupancy fee on time, Sponsor shall have the same rights against Purchaser/Occupant as if Purchaser/Occupant failed to pay use and occupancy fee.

4. **Notices.** Any bill, statement or notice must be in writing. If to Purchaser/Occupant, it must be delivered or mailed to the Purchaser/Occupant at the Apartment. If to Sponsor it must be mailed to Sponsor's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Sponsor must notify Purchaser/Occupant if Sponsor's address is changed.

5. **Security.** Purchaser/Occupant has given security to Sponsor in the amount stated above. The security has been deposited in the Bank named above and delivery of this use and occupancy agreement is notice of the deposit. If the Bank is not named, Sponsor will notify Purchaser/Occupant of the Bank's name and address in which the security is deposited.

If Purchaser/Occupant does not pay use and the occupancy fee on time, Sponsor may use the security to pay for use and occupancy fee past due. If Purchaser/Occupant fails to perform any other term in this Interim Use and Occupancy Agreement, Sponsor may use the security for payment of money Sponsor may spend, or damages Sponsor suffers because of Purchaser/Occupant's failure. If the Sponsor uses the security, Purchaser/Occupant shall, upon notice from Sponsor, send an amount equal to the sum used by Sponsor. At all times Sponsor is to have the amount of security stated above.

If Purchaser/Occupant fully performs all terms of this Interim Use and Occupancy Agreement, pays the use and occupancy fee on time and leaves the Apartment in good condition on the last day of the Term or closes title pursuant to the Purchase Option Agreement, as amended, then Sponsor will return the security being held.

If Sponsor sells or leases the Building, Sponsor may give the security to the buyer or lessee. Sponsor will notify Purchaser/Occupant by certified mail of the name and address of the new buyer or lessee of the building to whom the deposit has been transferred. In that event Purchaser/Occupant will look only to the buyer or lessee for the return of the security. The security is in a trust fund for Purchaser/Occupant. The Sponsor may use the security as stated in this Section. Sponsor may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Sponsor as stated Sponsor will give Purchaser/Occupant the interest less the sum Sponsor is allowed to keep for expenses. If the law does not require security to bear interest, Purchaser/Occupant will not be entitled to it.

6. **Services.** Sponsor will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Stopping or reducing of service(s) will not be reason for Purchaser/Occupant to stop paying use and occupancy fee, to make a money claim or to claim eviction. Purchaser/Occupant

may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Sponsor, caused by Purchaser/Occupant's act or neglect, may be repaired by Sponsor at Purchaser/Occupant's expense. The repair cost will be an added use and occupant fee.

Purchaser/Occupant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Purchaser/Occupant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Sponsor or with Sponsor's written consent. Purchaser/Occupant must not use more electric than the wiring or feeders to the Building can safely carry.

Sponsor may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

7. **Alterations.** Purchaser/Occupant must obtain Sponsor's prior written consent to install any paneling, flooring, "built in" decoration, partitions, railings or make alterations or to paint or wallpaper the Apartment. Purchaser/Occupant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given, the alterations and installations shall become the property of Sponsor when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Sponsor has the right to demand that Purchaser/Occupant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least fifteen (15) days before the end of the Term. Purchaser/Occupant shall comply with the demand at Purchaser/Occupant's own cost. Sponsor is not required to do or pay for any work unless stated in this Interim Use and Occupancy Agreement.

If a Mechanic's Lien is filed on the Apartment or Building for Purchaser/Occupant's failure to pay for alterations or installations in the Apartment, Purchaser/Occupant must immediately pay or bond the amount stated in the Lien. Sponsor may pay or bond the Lien if Purchaser/Occupant fails to do so within twenty (20) days after Purchaser/Occupant is given notice of the Lien. Sponsor's reasonable costs shall be an added use and occupancy fee.

8. **Repairs.** Purchaser/Occupant must take good care of the Apartment and all equipment and fixtures in it. Sponsor will repair the plumbing, heating and electrical systems. Purchaser/ Occupant must, at Purchaser/Occupant's cost, make all repairs and replacements whenever the need results from Purchaser/Occupant's act or neglect. If Purchaser/Occupant fails to make a needed repair or replacement, Sponsor may do it. Sponsor's reasonable expense will be an added use and occupancy fee.

9. **Fire, accident, defects, damage.** Purchaser/Occupant must give Sponsor prompt notice of fire, accident, damage or dangerous or defective condition. If the Apartment cannot be used because of fire or other casualty, Purchaser/Occupant is not required to pay the use and occupancy fee for the time the apartment is unusable. If part of the apartment cannot be used, Purchaser/Occupant must pay use and occupancy fee for the usable part. Sponsor shall have the right to decide which part of the Apartment is usable. Sponsor need only repair the damaged part of the Apartment. Sponsor is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by Sponsor. Sponsor is not responsible for delays due to

settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Sponsor's control.

If the apartment cannot be used, Sponsor has thirty (30) days to decide whether to repair it. Sponsor's decision to repair must be given to Purchaser/Occupant within 30 days of the fire or casualty. Sponsor shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not within Sponsor's control. If Sponsor fails to give Purchaser/Occupant notice of its decision within thirty (30) days, Purchaser/Occupant may cancel this Interim Use and Occupancy Agreement as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Sponsor begins to repair or before Sponsor notifies Purchaser/Occupant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Purchaser/Occupant or guest of Purchaser/Occupant all repairs will be made at Purchaser/Occupant's expense and Purchaser/ Occupant must pay the full use and occupancy fee with no adjustment. The cost of the repairs will be an added use and occupancy fee.

Sponsor has the right to demolish or rebuild the Building if there is substantial damage, by fire or other casualty. Even if the Apartment is not damaged, Sponsor may cancel this Use and Occupancy Agreement within thirty (30) days after the substantial fire or casualty by giving Purchaser/Occupant notice of Sponsor's intention to demolish or rebuild. This Interim Use and Occupancy Agreement will end thirty (30) days after Sponsor's cancellation notice to Purchaser/Occupant. Purchaser/Occupant must deliver the Apartment to Sponsor on or before the cancellation date in the notice and pay all use and occupancy fee due to the date of the fire or casualty. If this Interim Use and Occupancy Agreement is cancelled Sponsor is not required to repair the Apartment or Building. The cancellation does not release Purchaser/Occupant of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law Section 227.

In the event of damage or destruction to any Residential Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor within a one hundred twenty (120) day period notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Residential Unit, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

10. **Liability.** Sponsor is not liable for loss, expense, or damage to any person or property, unless due to Sponsor's negligence. Sponsor is not liable to Purchaser/Occupant for permitting or refusing entry of anyone into the Building.

Purchaser/Occupant must pay for damages suffered and reasonable expenses of Sponsor relating to any claim arising from any act or neglect of Purchaser/Occupant. If an action is brought

against Sponsor arising from Purchaser/Occupant's act or neglect Purchaser/Occupant shall defend Sponsor at Purchaser/Occupant's expense with an attorney of Sponsor's choice.

Purchaser/Occupant is responsible for all acts of Purchaser/Occupant's family, employees, guests or invitees.

11. **Entry by Sponsor.** Sponsor may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems and perform other work that Sponsor decides is necessary. At reasonable hours Sponsor may show the Apartment to possible buyers, lenders, or lessee of the entire Building or land. At reasonable hours Sponsor may show the Apartment to possible or new purchaser/occupants during the last four (4) months of the Term, if applicable. Entry by Sponsor must be on reasonable notice except in emergency.

12. **Assignment and Sublease.** Purchaser/Occupant may not assign this Interim Use and Occupancy Agreement or sublet all or part of the Apartment or permit any other person to use the Apartment, unless consented to in writing by Sponsor.

13. **Subordination.** This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights, are subject and subordinate to all present and future (a) leases for the Building or the land on which it stands, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Purchaser/Occupant must promptly execute any certificate(s) that Sponsor requests to show that this Interim Use and Occupancy Agreement is so subject and subordinate. Purchaser/Occupant authorizes Sponsor to sign these certificate(s) for Purchaser/Occupant. This Interim Use and Occupancy Agreement and Purchaser/Occupant's rights are also subject and subordinate to the Condominium Offering Plan and the Condominium Declaration for **128 West 23rd Street Condominium**, as may be amended from time to time.

14. **Condemnation.** If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Purchaser/Occupant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Sponsor may cancel this Interim Use and Occupancy Agreement on notice to Purchaser/Occupant. The notice shall set a cancellation date not less than thirty (30) days from the date of the notice. If this Interim Use and Occupancy Agreement is cancelled, Purchaser/Occupant must deliver the Apartment to Sponsor on the cancellation date together with the total use and occupancy fee due to that date. The entire award for any taking belongs to Sponsor. Purchaser/Occupant gives Sponsor any interest Purchaser/Occupant may have to any part of the award. Purchaser/Occupant shall make no claim for the value of the remaining part of the Term.

15. **Purchaser/Occupant Duty to Obey Laws and Regulations.** Purchaser/Occupant must, at Purchaser/Occupant's expense, promptly comply with all laws, orders, rules, requests and directions, of all governmental authorities, Sponsor's insurers, Board of Fire Underwriters, or similar groups. Notices received by Purchaser/ Occupant from any authority or group must be promptly delivered to Sponsor. Purchaser/Occupant may not do anything which may increase

Sponsor's insurance premiums. If Purchaser/Occupant does, Purchaser/Occupant must pay the increase in premium as an added use and occupancy fee.

16. **Purchaser/Occupant's Default.** A. Sponsor must give Purchaser/ Occupant written notice of default stating the type of default. The following are defaults and must be cured by Purchaser/Occupant within the time stated:

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

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

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

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

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

A. If Purchaser/Occupant fails to cure the default in the time stated, Sponsor may cancel this Interim Use and Occupancy Agreement by giving Purchaser/Occupant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than ten (10) days after the date of the notice. On the cancellation date in the notice the Term of this Interim Use and Occupancy Agreement shall end. Purchaser/Occupant must leave the Apartment and give Sponsor the keys on or before the cancellation date. Purchaser/Occupant continues to be responsible as stated in this Interim Use and Occupancy Agreement. If the default cannot be cured in the time stated, Purchaser/Occupant must begin to cure within that time and continue diligently until cured.

B. If Purchaser/Occupant's application for the Apartment contains any material misstatement of fact, Sponsor may cancel this Interim Use and Occupancy Agreement. Cancellation shall be by cancellation notice as stated in Paragraph 16A hereof.

C. If (1) this Interim Use and Occupancy Agreement is cancelled; or (2) use and occupancy fee or an added use and occupancy fee is not paid on time; or (3) Purchaser/Occupant vacates the Apartment, Sponsor may, in addition to other remedies, take any of the following steps: (a) peacefully enter the Apartment and remove Purchaser/Occupant and any person or property, and (b) use eviction or other lawsuit method to take back the Apartment.

D. If this Interim Use and Occupancy Agreement is cancelled, or Sponsor takes back the Apartment, the following shall occur:

(1) The Use and Occupancy Fee and an added use and occupancy fee for the unexpired Term become immediately due and payable.

(2) Sponsor may relet the Apartment and anything in it. The reletting may be for any Term. Sponsor may charge any rent or no rent and give allowances to the new tenant. Sponsor may, at Purchaser/Occupant's expense, do any work Sponsor reasonably feels needed to put the Apartment in good repair and prepare it for renting. Purchaser/Occupant shall be liable for any cost and expense of Sponsor for any necessary repair.

(3) Any use and occupancy fee received by Sponsor for the re-renting shall be used first to pay Sponsor's expenses and second to pay any amounts Purchaser/Occupant owes under this Interim Use and Occupancy Agreement. Sponsor's expenses include the costs of obtaining possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers' fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Sponsor may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Sponsor's rights. Purchaser/Occupant is not entitled to any excess of use and occupancy fees collected over the use and occupancy fee paid by Purchaser/Occupant to Sponsor under this Interim Use and Occupancy Agreement.

(5) If Sponsor relets the apartment combined with other space an adjustment will be made based on square footage. Money received by Sponsor from the next purchaser/occupant other than the monthly use and occupancy fee, shall not be considered as part of the use and occupancy fee paid to Sponsor. Sponsor shall be entitled to all of the use and occupancy fee.

If Sponsor relets the Apartment the fact that all or part of the next purchaser/occupant's use and occupancy fee is not collected does not affect Purchaser/Occupant's liability. Sponsor has no duty to collect the next purchaser/occupant's use and occupancy fee. Purchaser/Occupant must continue to pay use and occupancy fee, damages, losses and expenses without offset.

E. If Sponsor takes possession of the Apartment by Court order, or under this Interim Use and Occupancy Agreement, Purchaser/Occupant has no right to return to the Apartment.

17. **Jury Trial and Counterclaims.** Sponsor and Purchaser/Occupant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Interim Use and Occupancy Agreement or the Apartment. This does not include actions for personal injury or property damage and warranty of habitability actions. Purchaser/Occupant gives up any right to bring a counterclaim or set-off in any action by Sponsor against Purchaser/Occupant on any matter directly or indirectly related to this Interim Use and Occupancy Agreement.

18. **No Waiver, illegality.** Sponsor's acceptance of use and occupancy fee or failure to enforce any term in this Interim Use and Occupancy Agreement is not a waiver of any of Sponsor's rights. If a term in this Interim Use and Occupancy Agreement is illegal, the rest of this Use and Occupancy Agreement remains in full force.

19. **Insolvency.** If (1) Purchaser/Occupant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Purchaser/Occupant or Purchaser/Occupant's property is appointed, Sponsor may give Purchaser/Occupant thirty (30) days' notice of cancellation of the Term of this Interim Use and Occupancy Agreement. If any of the above is not fully dismissed within the thirty (30) days, the Term shall end as of the date stated in the notice. Purchaser/Occupant must continue to pay the use and occupancy fee, damages, losses and expenses without offset. If Purchaser/Occupant files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Purchaser/Occupant, Sponsor may not terminate this Interim Use and Occupancy Agreement.

20. **Rules.** Purchaser/Occupant must comply with all Rules and Regulations (the "Rules") at the end of the By-Laws in the Condominium Offering Plan for **128 West 23rd Street Condominium**. Notices of new or revised Rules, if applicable, will be given to Purchaser/Occupant. Sponsor need not enforce Rules against other purchasers/occupants. Sponsor is not liable to Purchaser/Occupant if another purchaser/occupant violates the Rules. Purchaser/Occupant receives no special rights under the Rules. Further, Purchaser/Occupant hereby acknowledges and agrees to the Condominium's smoking policy, which is stated in the Rules as follows: "No person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product (hereinafter referred to collectively as "Smoking Apparatus") in any of the Common Elements at any time. No person may smoke or otherwise burn any Smoking Apparatus in any Unit or Limited Common Element in a manner which causes smoke to be a nuisance or annoyance to any other resident of the Condominium. In addition, no person may smoke or otherwise burn any Smoke Apparatus within twenty-five feet (25') of any outside entrance to the Condominium or within twenty-five feet (25') of any outdoor air intake or operable window opening onto Common Elements or Units."

21. **Representations, Changes in This Interim Use and Occupancy Agreement.** Purchaser/Occupant has read this Interim Use and Occupancy Agreement. All promises made by the Sponsor are in this Interim Use and Occupancy Agreement. There are no other Sponsor representations. This Interim Use and Occupancy Agreement may be changed only by an agreement in writing signed by and delivered to each party.

22. **Sponsor Unable to Perform.** If due to labor trouble, government order, lack of supply, Purchaser/Occupant's act or neglect, or any other cause not fully within Sponsor's reasonable control, Sponsor is delayed or unable to (a) carry out any of Sponsor's promises or agreement, (b) supply any service to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances, this Interim Use and Occupancy Agreement shall not be ended or Purchaser/Occupant's obligations affected. Purchaser/Occupant may enforce its rights under the warranty of habitability.

23. **End of Term.** At the end of the Term, Purchaser/Occupant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Purchaser/Occupant's property and all Purchaser/Occupant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the Term shall end on the prior business day.

24. **Punchlist.** Purchaser/Occupant has inspected the Apartment and Building and submitted a Punchlist Inspection Statement to Sponsor, a copy of which is attached hereto. Purchaser/Occupant states that the Apartment is in good order and repair and takes the Apartment as is except for items listed on the Punchlist Inspection Statement attached hereto which are Sponsor's obligation to cure pursuant to the terms of the Offering Plan. Since Purchaser/Occupant will be occupying the subject condominium apartment prior to the closing under his Purchase Option Agreement, as amended, , Purchaser/Occupant agrees to assume all risk and responsibility for the condition of the Apartment from and after the date hereon, and agrees to accept the condominium apartment at closing under the Purchase Option Agreement, as amended, in its then existing condition, without any obligation of the Sponsor to make any repairs, improvements or alterations except as may be required above.

25. **Sponsor's Warranty of Habitability.** Sponsor states that the Apartment is fit for human living and there is no condition dangerous to health, life or safety. This warranty applies to all sections of this Interim Use and Occupancy Agreement. Purchaser/Occupancy may not waive any of Purchaser/Occupant's rights under this warranty.

26. **Sponsor's Consent.** If Purchaser/Occupant requires Sponsor's consent to any act and such consent is not given, Purchaser/Occupant's only right is to ask the Court to force Sponsor to give consent. Purchaser/Occupant agrees not to make any claim against Sponsor for money or subtract any sum from the use and occupancy fee because such consent was not given.

27. **Use and Occupancy Agreement Binding On.** This Interim Use and Occupancy Agreement is binding on Sponsor and Purchaser/Occupant and their heirs, distributees, executors, administrators, successors and lawful assign.

28. **Sponsor.** Sponsor means the owner, or the lessee of the Building, or the holder of unsold Units or shares, or a lender in possession. Sponsor's obligations end when Sponsor's interest in the Unit or Building, as the case may be, is transferred. Any acts Sponsor may do may be performed by Sponsor's agents or employees.

29. **Paragraph headings.** The paragraph headings are for convenience only.

30. Notwithstanding anything above to the contrary, it is hereby acknowledged and agreed that simultaneously with the execution of this Interim Use and Occupancy Agreement, the Purchaser/Occupant shall execute the Rider to Purchase Agreement, as amended amending the Purchase Agreement, as amended (collectively the "Purchase Agreement, as amended,"), with the Sponsor for the purchase of Unit ___ at **128 West 23rd Street Condominium**. It is herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of

Purchaser/Occupant's obligations under said Purchase Agreement, as amended, which default shall not be cured by the default cure period set forth in the Purchase Agreement, as amended, then Sponsor (at Sponsor's sole option) shall have the right to cancel this Interim Use and Occupancy Agreement so long as such default shall be continuing, it being intended that a default under the Purchase Agreement, as amended, shall constitute a default under this Interim Use and Occupancy Agreement. In the event Sponsor exercises its right of cancellation, then this Interim Use and Occupancy Agreement shall cease and come to an end upon Sponsor's sending Purchaser/Occupants five (5) days prior written notice of its intention to cancel this Interim Use and Occupancy Agreement, except Purchaser/Occupants shall remain liable for any amounts unpaid up to the date such cancellation becomes effective (it being intended that the provisions of this sentence shall survive such cancellation). It is also herewith agreed that in the event Purchaser/Occupant shall default in the payment or performance of any of Purchaser/Occupant's obligations under this Interim Use and Occupancy Agreement, then the Sponsor, shall have the right to cancel such Purchase Agreement, as amended, it being a default under the Purchase Agreement, as amended (the provision of this sentence shall be deemed to supplement said Purchase Agreement, as amended, and shall inure to the benefit of said Sponsor). If Sponsor elects to cancel, Purchaser/Occupant shall have five (5) days after the sending of the cancellation notice to Purchaser within which to cure the specified default. Time is of the essence to cure such default within said five (5) day period. If such default is not so cured the Purchase Agreement, as amended, shall be deemed terminated and Sponsor shall have the right to retain, as and for liquidated damages all Down Payments previously made by Purchaser/Occupants (Purchasers) and released to Sponsor under said Purchase Agreement, as amended. Before the Sponsor may utilize the default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the Unit.

31. Notwithstanding anything above to the contrary, Purchaser/Occupant hereunder agrees and understand if Purchaser/Occupant fails to pay the balance of the purchase price for Unit ___ pursuant to the Purchase Agreement, as amended, or fails to close title to Unit ___ pursuant to such Purchase Agreement, as amended, the Purchase Agreement, as amended, shall be deemed null and void and of no further force and effect and the Sponsor/Owner and Purchaser/Occupant shall have no further obligations to each other, except that Purchaser/Occupant shall remain liable for any amounts unpaid up to the date such cancellation becomes effective.

32. Notwithstanding anything above to the contrary, Purchaser/Occupant shall be the purchaser of the Apartment pursuant to the Purchase Agreement, as amended, and hereby assumes the risk of loss to Apartment not covered by Sponsor's or Condominium's Insurance Policies resulting from fire or other casualty unless the cause of such loss originated outside the Apartment and did not result from the acts of Purchaser/Occupant or other occupants of the Apartment or Purchaser/Occupants' guests, invitees or workmen.

33. Notwithstanding anything above to the contrary, this Interim Use and Occupancy Agreement shall commence on _____, 20__ (the "Commencement Date") and terminate on the earlier of (i) twelve (12) months (_____ __, 20__) from the date of commencement; or (ii) on

the date of and immediately prior to the closing of title to Unit ___ located at **128 West 23rd Street Condominium**; or, (iii) at the option of Sponsor, upon a default pursuant to this Interim Use and Occupancy Agreement or the Purchase Agreement, as amended.

34. Purchaser/Occupant covenants and agrees to provide on or before the Commencement Date and to keep in force during the term hereof the following insurance coverage which coverage shall be effective on the Commencement Date:

(a) A comprehensive policy of liability insurance naming Sponsor as an additional insured protecting Sponsor and Purchaser/Occupant against any liability whatsoever occasioned by accident in or about the Apartment or any appurtenances thereto. Such policy shall have limits of liability of not less than One Million ($1,000,000.00) Dollars combined single limit coverage on a per occurrence basis, including property damage;

(b) Fire and Extended coverage in an amount adequate to cover the cost of replacement of all personal property, fixtures, furnishings and equipment located in the Apartment.

All such policies shall be issued by companies of recognized responsibility licensed to do business in New York State and rated by Best's Insurance Reports or any successor publication of comparable standing and carrying a rating of A+ VIII or better or the then equivalent of such rating, and all such policies shall contain a provision whereby the same cannot be canceled or modified unless Purchaser and any additional insured are given at least thirty (30) days prior written notice of such cancellation or modification.

Prior to the time such insurance is first required to be carried by Purchaser/Occupant and thereafter, at least fifteen (15) days prior to the expiration of any such policies, Purchaser/Occupant shall deliver to Sponsor either duplicate originals of the aforesaid policies or certificates evidencing such insurance, together with evidence of payment for the policy. Purchaser/Occupant's failure to provide and keep in force the aforementioned insurance shall be regarded as a material default hereunder, entitling Sponsor to exercise any or all of the remedies as provided in this Interim Use and Occupancy Agreement in the event of Purchaser/Occupant's default. In addition, in the event Purchaser/Occupant fails to provide and keep in force the insurance required by this Interim Use and Occupancy Agreement, at the times and for the durations specified in this lease, Sponsor shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance in which event Purchaser/Occupant shall repay Sponsor within five (5) days after demand by Sponsor, as an additional use and occupancy fee, all sums so paid by Sponsor and any costs or expenses incurred by Sponsor in connection therewith without prejudice to any other rights and remedies of Sponsor under this Interim Use and Occupancy Agreement.

(c). If, by reason of a failure of Purchaser/Occupant to comply with the provisions of this Paragraph 34, the rate of fire insurance with extended coverage on the building or equipment or other property of Sponsor shall be higher than it otherwise would be, Purchaser/Occupant shall reimburse Sponsor, on demand, for that part of the premiums for fire insurance and extended coverage paid by Sponsor because of such failure on the part of Purchaser/Occupant.

(d) Each policy evidencing the insurance to be carried by Purchaser/Occupant under this Interim Use and Occupancy Agreement shall contain a clause that such policy and the coverage evidenced thereby shall be primary with respect to any policies carried by Sponsor, and that any coverage carried by Owner shall be excess insurance.

35. Notwithstanding anything above to the contrary, Purchaser/Occupant agrees that TIME IS OF THE ESSENCE as to Purchaser concerning its surrender to landlord of the Apartment upon the expiration or other termination of the term of this Interim Use and Occupancy Agreement. If Purchaser/Occupant fails to grant and surrender to Sponsor said Apartment, broom clean, in good order and condition, ordinary wear excepted upon the expiration or other termination of this Interim Use and Occupancy Agreement, Purchaser/Occupant shall pay to Sponsor additional rent of $1,500.00 per day until it so surrenders the Apartment.

36. In the event of any conflict between the terms of this Use and Occupancy Agreement and the terms of the Offering Plan filed, the terms of the Offering Plan shall govern.

*37. IT HAS BEEN FULLY AND CLEARLY EXPLAINED TO PURCHASER/ OCCUPANT AND PURCHASER/OCCUPANT AGREES AND ACKNOWLEDGES, THAT THE APARTMENT IS NOT SUBJECT TO THE EMERGENCY TENANTS PROTECTION ACT, THE RENT CONTROL LAWS OF THE STATE OF NEW YORK, OR ANY OTHER RENT LAWS AND REGULATIONS.

38. If any provision of Paragraphs 30 - 36 hereof conflict or are otherwise inconsistent with any other provision of this Use and Occupancy Agreement, the provisions of Paragraphs 30 - 36 hereof shall prevail.

If any provisions of this Use and Occupancy Agreement conflict with the terms of the offering plan filed, regarding the Apartment, with the New York State Department of Law the terms of the filed offering plan shall prevail.

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* Delete whichever is inapplicable.

39. **Signature, Effective Date, Counterparts.** Sponsor and Purchaser/Occupant have signed this Interim Use and Occupancy Agreement as of the above date. This Interim Use and Occupancy Agreement may be executed by facsimile signature and/or in any number of counterparts and each of such facsimile signature and/or counterpart shall for all purposes be deemed to be an original; and all such facsimile signatures and/or counterparts shall together constitute but one and the same Interim Use and Occupancy Agreement.

SPONSOR/OWNER:

Gramercy 128 West, LLC

By:_____
Name: James Pantelidis
Title: Managing Member

PURCHASER/OCCUPANT:

_____ _____
[TBD] [TBD]

PUNCHLIST INSPECTION STATEMENT

Date:_____

Gramercy 128 West, LLC
c/o Pan Brothers Associates
14 West 23rd Street
New York, New York 10010

RE: 128 West 23rd Street Condominium
Unit #____

Building Address: 128-130 West 23rd Street
New York, NY 10011

Gentlemen:

As a result of my/our final inspection, please be advised that the following items need either completion, adjustment or repair:

ITEM

1. _____
2. _____
3. _____
4. _____
5. _____

I/we understand that certain items, as set forth in the Offering Plan, are not the responsibility of Sponsor. I/we also understand that to prevent pilferage certain items such as medicine cabinet doors, shower heads, toilet seats and bifold door knobs,

_____
_____
_____
_____
will be installed just prior to my/our date of moving.

_____Purchaser's signature

_____Purchaser's signature

_____
Seller's Representative

CERTIFICATION OF SPONSOR
PURSUANT TO SEC. 20.4(b)
OF THE REGULATIONS ISSUED PURSUANT
TO GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005

Attn: Real Estate Financing Bureau

Re: 128 West 23rd Street Condominium
Premises: 128-130 West 23rd Street
New York, New York 10011

The undersigned certify as follows:

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 representations or statement made.

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

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 7th, 2020 by

James Pantelidis

SPONSOR:

Gramercy 128 West, LLC

By: _____
James Pantelidis, Managing Member

PRINCIPALS OF SPONSOR:

_____
James Pantelidis

[SIGNATURES CONTINUED ON NEXT PAGE]

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 7, 2020 by

George Pantelidis

George Pantelidis

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 7, 2020 by

Peter Pantelidis

Peter Pantelidis

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 6, 2020 by

Theodore Kakoyiannis

Theodore Kakoyiannis

CERTIFICATION OF SPONSOR'S ARCHITECT PURSUANT TO SEC 20.4(c) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED.

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005
Att.: Real Estate Financing Bureau

Re: 128 West 23rd Street Condominium
Premises: 128-130 West 23rd Street
New York, New York 10011

The Sponsor of the Offering Plan to convert the captioned Property to condominium ownership retained our firm, Kutnicki Bernstein Architects ("KBA"), to prepare a report describing the construction of the Property (the "Report"). On July 29, 2019, we visually inspected the property, and we subsequently examined the building plans and specifications that were prepared by KBA, dated October 4, 2018 as further revised on May 8, 2019, and prepared the Report dated July 6, 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 registered architects in the State of New York.

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

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This Certification is made for the benefit of all persons to whom this offer is made. We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property as it will exist upon completion of construction and/or renovation, provided that construction and/or renovation 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 and/or renovation in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 6, 2020 by

_____.
Daniel K. Bernstein

Kutnicki Bernstein Architects

By:_____
Daniel K. Bernstein, Principal

_____
Seal



FirstService
RESIDENTIAL

CERTIFCATION BY EXPERT OF THE ADEQUACY OF SCHEDULE B PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

July 7, 2020

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

Re: 128 West 23rd Street Condominium
Premises: 128-130 West 23rd Street
New York, New York 10011

The Sponsor of the condominium offering plan for the captioned property retained our firm, FirstService Residential New York, Inc. ("FSR"), to review Schedule B and Schedule B-1, containing projections of income and expenses for the first year of condominium operation.

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in the City of New York for over 25 years. FSR is a licensed real estate brokerage and management firm actively involved in the management of over 250 cooperative, condominium, and rental properties. We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed Schedules B and B-1 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 Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

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

(i) sets forth in detail the projected income and expenses 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 first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

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

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

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 7, 2020 by:

FirstService Residential New York, Inc.

By: _____

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

FirstService
RESIDENTIAL

**CERTIFCATION BY EXPERT
ON ADEQUACY OF COMMON CHARGES
PAYABLE BY THE COMMERCIAL UNIT OWNER
PURSUANT TO SECTION 20.4(e) OF
THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW ARTICLE 23A, AS AMENDED**

July 7, 2020

New York State Department of Law
28 Liberty Street, 21st Floor
New York, NY 10005

Re: 128 West 23rd Street Condominium
Premises: 128-130 West 23rd Street
New York, New York

The undersigned certifies as follows:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm, FirstService Residential New York, Inc. ("FSR"), to review Schedule B, which includes projections of common charges payable by the owner of the commercial unit, hereinafter the "Commercial Unit."

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in the City of New York for over 25 years. FSR is a licensed real estate brokerage and management firm actively involved in the management of over 250 cooperative, condominium, and rental properties. We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to Schedule B.

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

We have reviewed the Schedule as they impact upon the Commercial Unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and commercial buildings, including residential buildings which contain commercial and professional space.

We certify that the projections in Schedule B for common charges payable by the owner of the Commercial Unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to the Commercial Unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the Commercial Unit also reflect special or exclusive use or availability or exclusive control of particular common areas as set forth in the Offering Plan.

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www.fsresidential.com

We certify that the estimates in Schedule B for the common charges payable by the owner of the Commercial Unit:

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

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

(iii) do not omit any material fact;

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

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

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

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

(a) knew the truth;

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

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

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

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

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

I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct. Executed on July 7, 2020 by:

FirstService Residential New York, Inc.

By: _____

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