CONDOMINIUM OFFERING PLAN FOR

47-49 GREENE STREET CONDOMINIUM

47-49 Greene Street
New York, County of New York, New York 10013

4 Condominium Residences*	$60,500,000.00
Total Offering	$60,500,000.00

*The Condominium also contains 1 Non-Residential Unit which is not being offered for sale.

SPONSOR:	SELLING AGENT:
Empsrggreene LLC c/o EMP Capital 433 Broadway, Second Floor New York, New York 10013	CORE 104 Fifth Avenue New York, New York 10011

Date of Acceptance for Filing: _____, 2020

The term of the initial offer is twelve (12) months commencing on the Date of Acceptance for Filing. The term may be extended by a duly filed amendment to the offering plan.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER PLAN CONSUMMATION, 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. (SEE SPECIAL RISKS SECTION OF THE PLAN). PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS 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.
THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE (vii).

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PART I

A. SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

The purchase of a condominium unit has many significant legal and financial consequences and may be one of the most important financial transactions of your life. The Attorney General of the State of New York strongly urges you to read this Offering Plan carefully and to consult with an attorney before signing an agreement to purchase a condominium unit.

1. **Use of Units**. The 47-49 Greene Street Condominium (the "Condominium") contains four (4) Residential Units that are being offered for sale under this Offering Plan. The Residential Units may generally be used only for residential purposes and, subject to compliance with the Declaration and the By-Laws, for lawful home occupation as defined in the New York City zoning resolution; and may be leased by the Unit Owners thereof to tenants only for periods of not less than one year. Under the current zoning regulations, the Building is located in an M1-5B zoning district, which permits accessory residential occupancy as of right within Use Group 17D (i.e., as Joint Living/Work Quarters for Artists ("JLWQA")). Accordingly, at least one occupant of each Residential Unit (i.e. could be either the Unit Owner or occupant) must be certified by the New York City Department of Consumer Affairs.

Under the current zoning regulations, the Building is located in an M1-5B zoning district, which permits accessory residential occupancy as of right within Use Group 17D (i.e., as Joint Living/Work Quarters for Artists ("JLWQA")). Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs ("DCA"). Certification as a working artist is necessary in order for an individual to qualify for joint living-working space in the M1-MA and M1-5B zoning districts (SoHo and NoHo). Under Sections 275-6 of Article 7-B of the Multiple Dwelling Law, an "artist" is defined, for the purpose of qualifying for joint living-working quarters in cities with populations of over one million-- as "a person who is regularly engaged in the fine arts, such as painting and sculpture, or in the performing or creative arts, including choreography and filmmaking, or in the composition of music, on a professional basis and is so certified by the city department of cultural affairs and/or state council on the arts." Once granted by the DCA, the artist's certification is valid for as long as the individual certified resides in the loft unit in which he or she resided at the time of certification. Under the DCA's current regulations governing artist certifications, if the artist moves within one (1) year following the date of certification, he or she can request a change of address in his or her certification. If more than one (1) year has elapsed, the individual must apply for recertification, but need only submit information relevant to the period of time, which has elapsed since the date of the original certification. Notwithstanding the foregoing, the Unit may be rented by Sponsor, subject to compliance with any applicable requirements of the zoning regulation, i.e., lessees must be a certified artist.

To the best of Sponsor's knowledge, the JLWQA requirements do not affect Sponsor's ability to procure a certificate of occupancy for the Building. The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No

Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units because Sponsor obtained a Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense.

Section 277 of Article 7-B of the Multiple Dwelling Law requires certain construction requirements including but not limited to, exterior walls of the building being non-combustible, at least one window in the unit, window openings in exterior walls shall confirm with the limitations set forth in table 3-4 of the Administrative Code of the City of New York and certain light and ventilation requirements for JLWQA. The plans and specifications identified in this Plan conform to the requirements set forth in Section 277 of Article 7-B of the Multiple Dwelling Law The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work.

There is also one (1) Non-Residential Unit, which is owned by 47-49 Greene Street Owner LLC (the "Non-Residential Unit Owner") an entity that is not affiliated with the Sponsor. The Unsold Units may be leased by Sponsor, its designee or by an Owner of Unsold Units for any period of time, for any use and on any terms which are consistent with the then existing certificate of occupancy for the Building.

Sponsor makes no representations whatsoever with respect to the uses to which all or any portion of the Non-Residential Unit or their appurtenant Common Elements or any public spaces within the Building may be put at any time; nor does Sponsor make any representation with respect to the identity of the owners or users or future owners of any of the Non-Residential Unit at any time.

The Non-Residential Unit will initially be used for retail purposes (and ancillary uses) but may be used for any legal purpose, except that the following uses are prohibited pursuant to the Condominium's By-Laws: pornography store, massage parlor, drug treatment facility, a video arcade, betting parlor or other gambling related establishment. The Board will have no right to restrict or limit any of the uses of the Non-Residential Unit which are permitted by Law and applicable zoning ordinances, except as otherwise set forth in the By-Laws and Declaration. During the Initial Control Period, Sponsor or Non-Residential Unit Owner shall not exercise their control over the Board to amend By-Laws of the Condominium to permit any of the prohibited uses in the Non-Residential Unit in the hereinabove. No representation or warranty is made with respect to such initial or any subsequent uses of such Non-Residential Unit or with respect to who the owner or tenant(s) of the Non-Residential Unit may be at any time. As a result, in the future a Non-Residential Unit may be used for non-retail purposes. Use of a Non-Residential Unit as a café, restaurant or like use could result in additional noise and food-related smells.

2. **No Action Letter**. Prior to the presentation of this Plan, pursuant to a no action letter granted on September 13, 2017 (the "No-Action Letter"), the Sponsor, as owner of the Building established condominium ownership of the Property pursuant to the terms of the Condominium Act. A declaration of condominium, dated October 19, 2017 (the "Original Declaration"), together with the By-Laws for the Property, was recorded in the New York County

Office of the Register of the City of New York, New York County (the "Register's Office") on March 9, 2018 as CRFN No. 2018000082806, together with the original Floor Plans for the Property certified by Angelo R. Costa, licensed architect, on February 22, 2018, which Floor Plans were filed in the Real Property Assessment Department of The City of New York as Condominium Plan No. 2848 and recorded in the Register's Office on March 9, 2018 as CRFN No. 2018000082807. Pursuant to the Original Declaration a two (2) unit condominium was formed. One commercial unit and one residential unit. The Original Declaration shall be amended to reflect the subdivision of the residential unit into four (4) units as set forth in the Plan. The Non-Residential Unit was sold pursuant to a no-action letter granted on May 20, 2019. The Non-Residential Unit is currently being used a retail store.

3. **Sponsor's Obligations to Sell**. Sponsor will endeavor in good faith to sell all of the Residential Units in a reasonably timely manner; however, there is no certainty as to the period of time required to sell all of the Residential Units. Sponsor may unconditionally elect to rent rather than sell Residential Units from time to time after the consummation of the Plan. Residents of the Condominium may be comprised of Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Residential Unit Owners will not be Residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners, and a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Further, Residents of the Condominium who are not Unit Owners have no investment in their Units and, therefore do not share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities, and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. purchase as a home as opposed to as an investment). Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may not gain control and management of the Condominium, until the expiration of the Initial Control Period (as such term is defined in the Condominium By-Laws). Notwithstanding the foregoing, Sponsor's right to rent rather than sell Residential Units after Consummation is subject to the JWLOA requirement. See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further detail.

4. **Effectiveness**. Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., agreements signed by bona fide Purchasers for fifteen percent (15%) of the Units (i.e., one unit) offered under the Plan). Sponsor may declare the Plan effective after selling a minimum of fifteen percent (15%) of the Units offered for sale in the Building. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Units with fewer than a minimum number of sales if Purchasers counted towards effectiveness do not ultimately purchase a Unit. Additionally, if all purchase agreements are either rescinded or terminated prior to the date of the first unit closing, regardless of if the condominium declaration has been recorded, Sponsor will need to re-declare the Plan effective. Please refer to the Section entitled "Effective Date" in Part I of the Plan for further details. Sponsor will endeavor in good faith to sell all of the Residential Units in a reasonably timely manner; however, there is no certainty as to the period of time required to sell all of the Residential Units. See Section of the Plan entitled "Rights and Obligations of Sponsor" for further detail.

The Plan may, at the option of Sponsor, be abandoned a) at any time before it is declared effective and b) after it is declared effective in the event of: (1) the existence of one or more title defects affecting any one or more Units or the Property that cannot be removed, cured or complied with or without litigation or for less than one-half of one percent of the Total Offering; (2) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired or cured for less than one-half of one percent of the Total Offering; or (3) a taking of all or part of the Property in condemnation proceedings or by eminent domain. See the Sections entitled "Description of Property and Improvements" and the "Rights and Obligations of Unit Owners and the Condominium Board" for further discussion.

5. **Financing**. Although a Purchaser may obtain financing from a lending institution or any other source, his or her obligation to purchase a Unit pursuant to his or her Agreement shall not be contingent on obtaining financing for such purchase. Neither Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to pre-qualify for financing with their lender before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the Closing Date. In addition, given the current economic climate, a lending institution could withdraw its commitment if, for example, it believes a Purchaser's financial condition has worsened or that the Unit's appraised value has decreased. A Purchaser who does not obtain financing may lose his or her Option Payment if he or she is unable to otherwise raise the monies for the balance of the purchase price. Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan for further details.

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 of Section 339-ee(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). Alternatively, Sponsor may require in its sole discretion 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. Notwithstanding the foregoing, Sponsor represents that (i) the severance and assignment of a portion of the mortgage securing the Property as contemplated herein would not result in any risk or cost to Purchaser, (ii) the severance and assignment will only be initiated after financing is procured by Purchaser, and (iii) in the event should the assignment or severance of fail to occur which results in the loss of Purchaser's financing commitment, then Purchaser will be afforded the opportunity to obtain new financing if Purchaser so elects.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Some restrictions include requiring that a certain percentage (up to 70% or more) of the Units in a building be sold before the lender will consider making a loan. Even after the First Closing has occurred, lenders may still impose

minimum sales requirements as a condition to making a loan for which commitments have been issued. It may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of Units purchased is lower than a lender's particular sales minimum. Moreover, in the current economic climate, lenders are imposing higher loan to value requirements, making it more difficult for Purchasers to obtain a loan to finance the purchase of their Unit. (See the Section entitled "Procedure to Purchase" for further details.)

6. **Fannie Mae and FHA**. To the extent permitted by applicable Law, the provisions of the Declaration and By-Laws may comply with certain requirements of Federal National Mortgage Association ("Fannie Mae") and the Federal Housing Authority ("FHA"). Sponsor, at its sole cost and expense, may file applications with Fannie Mae and FHA in order to have the Condominium added to a list of "approved" condominiums. There is no guaranty or assurance 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 Units may be encumbered by FHA securitized, guaranteed or insured loans. It shall not be a basis for a Purchaser to rescind an 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, or a lesser amount pursuant to a reserve study, is required to be set aside for a capital repair 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 the projected "Budget for First Year of Condominium Operation, Schedule B", in Part I of the Plan. There is no guarantee or assurance that the Reserve Contribution will be provided as a line item in the operating budget after the first year of Condominium operation or that Purchasers will be able to obtain mortgages insured by Fannie Mae and/or FHA. The Board reserves the right, in its sole discretion (including without limitation during the Initial Control Period) to use the Reserve Contribution towards any capital expenditures it deems appropriate. The Reserve Contribution can only be used for the repair and replacement of the Common Elements or the Residential Common Elements, as the case may be. Please refer to the Section entitled "Introduction" in Part I of the Plan.

7. **Purchase Payments**. The agreement to acquire a Residential Unit is a Purchase Agreement (the "Agreement"). At the time an Agreement is executed, a Purchaser is required to make a payment in an amount equal to at least ten percent (10%) of the Purchase Price (or 50% of the Purchase Price if the Purchaser has diplomatic immunity) (the "Deposit"). At the Closing, the Deposit will be applied to the Purchase Price of the Residential Unit. In the event the Purchaser fails to close through no fault of the Sponsor, the Sponsor will retain the Deposit unless the Attorney General's Regulations or this Plan provide to the contrary.

Foreign governments and persons with diplomatic immunity will be obligated to make an Deposit in an amount equal to at least fifty percent (50%) of the Purchase Price on the execution of an Agreement. In the event a Purchaser defaults under his or her Agreement and does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, Sponsor may, at its option, cancel such Agreement and retain, as liquidated damages, the entire payment made by the Purchaser, together with interest earned thereon, if any. TIME IS

OF THE ESSENCE (described below) to a Purchaser as to a Purchaser's obligations pursuant to the Agreement, including, without limitation, for the payment of the balance of the Purchase Price.

8. **Default**. The only construction prerequisite to Closing is the issuance of i) a TCO for the Unit or ii) a FCO for the Building. As such, each Purchaser shall be required to close title to their particular Residential Unit once a TCO is issued irrespective of outstanding items of work, provided Sponsor has satisfied the closing conditions set forth in the Section of the Plan entitled "Terms of Sale". In the event that a Purchaser fails to close title on the date set for Closing or otherwise fails to perform any other obligation under his or her Agreement, and such default is not cured within thirty (30) days after Sponsor gives written notice to such Purchaser of the default, Sponsor may, at its option cancel such Agreement and retain as liquidated damages the payment made by the Purchaser, together with all interest earned thereon. Additionally, if a Purchaser fails for any reason to close title to his or her Unit on the Original Scheduled Closing Date and Sponsor elects not to cancel the Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the Original Scheduled Closing Date, and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.04% of the Purchase Price of the Unit in question for each day that the Closing is adjourned.

In the event a Purchaser defaults and the Deposit previously paid (together with any interest thereon) is retained by Sponsor (subject to the terms of the Plan), as liquidated damages, it is acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred and shall be paid by Purchaser to, and retained by, Sponsor or (ii) bring an action against the Purchaser for specific performance, in which event, the Purchaser could be compelled by court order to complete the purchase of the Unit. In the event Sponsor elects to cancel the Agreement and retain the Deposit, all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. In such case, Purchaser shall have no further liability to Sponsor in respect of the Agreement. Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The election by Sponsor to retain and the retention by Sponsor of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

Purchasers are further advised that: (i) if a Purchaser makes the Deposit in excess of $250,000 for the purchase of a Unit, such payment will not be federally insured in excess of $250,000; (ii) if Purchaser has accounts at the same bank as the Master Escrow Account Purchaser's Option Payment and the funds in such accounts will not be federally insured in excess of $250,000 in the aggregate; and (iii) while the payment are in the non-interest bearing checking portion of the Master Escrow Account, the payment may not be fully federally insured even if the

payment does not exceed $250,000. Funds drawn on out-of-state or foreign banks will not be accepted as payment of the payment of the Purchase Price for a Unit unless otherwise agreed by Sponsor.

For purposes of this Plan and the Agreement, the term "TIME BEING OF THE ESSENCE" shall mean that a failure by Purchaser to do what is required at the time specified in the Agreement is a material breach of the Agreement and an Event of Default entitling Sponsor to the remedies set forth in this Plan and the Agreement. Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan.

All funds received by the Sponsor for upgrades or extras will be initially be placed in an escrow account. However, Purchasers should note as a special risk that such funds may be released from the escrow account by the Escrow Agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, in the event a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras. Notwithstanding the foregoing, if Sponsor abandons the Plan, all funds received by Sponsor for upgrades or extras will be returned to Purchasers. See the Section entitled "Procedure to Purchase" for the further discussion of the foregoing.

9. **Control of the Condominium**. The Condominium will have a Condominium Board (the "Board") which will have the powers and duties necessary and incidental to the administration of the affairs of the Condominium. The Board which will, after the Initial Control Period, as hereafter defined, consist of elected representatives of the Unit Owners. Sponsor, as the owner of Unsold Units will have control of the Board during the period which continues until the earlier to occur of: (i) the closing of title by Sponsor or its designees of all the Residential Units (ii) five (5) years after the First Closing (the "Initial Control Period"). During the Initial Control Period, Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners and will determine the Common Charges to be paid by all Unit Owners in accordance with Schedule B and subject to the requirements of Real Property Law §339-m. At all meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each percentage of Common Interests pertaining to the Unit Owner's Unit.

During the Initial Control Period, the Board shall consist of three (3) persons, as follows: (i) two (2) individuals are to be designated/elected by Sponsor, and (ii) one (1) individual is to be designated by the Non-Residential Unit Owner. Commencing with the First Annual Meeting, the Board shall consist of three (3) persons, two (2) of which will be chosen by the Residential Unit Owners (including the Sponsor) and one (1) of which will be chosen by the Non-Residential Unit Owner. For so long as Sponsor owns at least one (1) Unit, shall also have the right, at its option, to designate at least one member of the Board.

All determinations with respect to the continuance or discontinuance of any of the services in the Building, will be made by the Board, which will be controlled by Sponsor for so long as there are Units owned by Sponsor or until five (5) years after the First Closing, whichever is earlier. (See the Section entitled "Control by Sponsor"). Please refer to the Description of the Property set forth in its entirety in Part II of the Plan for further details regarding services and facilities at the Property. Neither Sponsor, the Managing Agent nor the Board will in any event

be liable for the availability, interruption, discontinuance or quality of any services in the Building, including, but not limited to, any services provided by any outside company or person, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent or the Board, as the case may be.

The Non-Residential Unit Owner will make all decisions with regard to the Non-Residential Unit. After the Initial Control Period, one member shall be designated to the Condominium Board on behalf of the Non-Residential Unit. Commencing with the First Annual Meeting, the Condominium Board shall consist of three (3) members, two (2) of which shall be elected by the Residential Unit Owners, and one (1) to be elected by the Non-Residential Unit Owner. The Residential Members shall also serve on the Residential Committee.

The sale or lease of a Residential Unit is subject to a right of first refusal by the Board. Leases of Units, other than Unsold Units, may not be for terms shorter than one (1) year. The Condominium Board does not have the right to approve or disapprove purchasers, and as a result, there is no limit on the number of owners who may purchase a Unit for investment rather than for personal occupancy, and there may always be a substantial percentage of Unit Owners who are non-Residents. However, the Board, to the extent permitted by Law, has the right to reject sales and leases to Purchasers and tenants who themselves (or Residents of their Units) have diplomatic immunity or have been convicted of violent crimes or child molestation without being required to exercise the right of first refusal.

10. **Board Members**. The By-Laws do not include a provision that after the expiration of the Initial Control Period, a majority of the Board must be Unit Owner-occupants or members of a Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. See the Sections of this Plan entitled "Control by Sponsor" and "Condominium Board" for further discussion.

11. **Sponsor Veto Powers**. Although Sponsor and its designees may exercise veto power over some actions of the Board, Sponsor may not exercise veto power over expenses described in Schedule B or over expenses required (i) to comply with applicable Laws or regulations; or (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer, or (iv) any matter affecting the health and/or safety of the occupants of the Property. Sponsor may exercise veto power over expenses other than those described in the foregoing sentence, for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner. Until Sponsor and its designees have conveyed title to seventy-five percent (75%) of the Units, but in no event later than five (5) years after the First Closing, the Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, or (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, Reserve Contribution or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work

not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as it required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Board to comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium or any matter affecting the health and/or safety of the occupants of the Property. See the Section entitled "Control By Sponsor" for further details.

12. **Amendments**. Provided same does not have an Adverse Effect on the Non-Residential Unit Owner (in which case such Non-Residential Unit Owner's consent shall also be required), no amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations shall be effective in any way without the prior written consent of Sponsor or its designee or the owner of any Unsold Units, as the case may be, with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Units, as the case may be, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Units, as the case may be. See the Section entitled "Rights and Obligations of Unit Owners and the Condominium Board".

13. **Power of Attorney**. Each Purchaser will be obligated to enter into a Unit Power of Attorney at the closing of title to a Unit. The form of Unit Power of Attorney, set forth in Part II of the Plan, grants broad powers to the Board to enter into agreements affecting the Common Elements. The Unit Power of Attorney also grants to Sponsor the right to amend the Declaration with respect to any Unsold Unit. Please refer to the form of Unit Power of Attorney set forth in its entirety in Part II of the Plan.

14. **Construction**. Prospective Purchasers are advised that all services and amenities will be completed within 24 months of the First Closing. Any disruption or work contemplated herein shall not render the premises uninhabitable for those Purchasers that have closed on their Units. Construction work and disruptions described herein shall not impact the Common Charges payable by Unit Owners, which shall be due unless there is a waiver of Common Charges as described herein. Construction in general is a complicated process requiring the coordination of numerous concurrent tasks and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays or difficulties and necessarily involve noise, disruption and inconvenience. Thus, for a period of time following the First Closing through, including and beyond the closing of title to any particular purchaser's Residential Unit, work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual Residential Unit Owners within their Units (to perform custom renovations, etc.); and (iii) the Non-Residential Unit Owner to complete equipping its Unit. During at least the first year of operation, construction workers and related personnel of Sponsor and others will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of renovation, fitting out of, and moving into, the Units and other portions of the Building which may compromise the

security of the Building from time to time. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During at least the first year of Condominium operations, construction workers and related personnel will be at the Property from time to time making adjustments and performing various tasks related to the completion of construction. Various systems, including, but not limited to, water supply, air conditioning, heating, cooling, gas, electric, ventilating and other systems, and elevators, may require more than a year after any particular Residential Unit closing to complete and may be disrupted temporarily and from time to time (systems constituting Common Elements may require more than a year after any particular Residential Unit closing to complete, but all systems within a Residential Unit that must be completed as a requirement for the issuance of a TCO covering such Residential Unit will be functioning at the time of closing). Elevators and personnel may be taken out of service and diverted to facilitate construction, and exterior hoists, sidewalk overhead protection, and loading/unloading areas may be in place during at least the year following the First Closing, and from time to time thereafter, as needed, in connection with construction being performed in Units by the Unit Owners thereof, Sponsor and/or tenants of such Units. Various other adjustments, to windows, hoist run units, exterior elements, elevators and other systems and amenities, may require eighteen (18) months or more after the First Closing to complete. Sponsor may not fully complete the decoration of the Lobby or the corridors in the Building, including but not limited to installing light fixtures, hanging wall coverings or laying carpeting, until after that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities, services and benefits anticipated to be available to Residential Unit Owners may not be available until substantial other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these amenities, services and benefits are delayed, not made available, or discontinued or disrupted. Further, the Board and/or Sponsor may refuse to permit a Residential Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a FCO has been obtained therefor. Even where such alterations are permitted, the Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates. Please refer to the Section of the Plan entitled "Description of Property" in Part I of the Plan for further details.

During the period when Sponsor is completing the construction to the Building, move-ins into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The first TCO may be issued for some but not all of the Units and Sponsor may complete construction of certain Units before others. Purchasers should also note that even if the First Closing occurs on or before January 1, 2021 (or such other date projected as the date of commencement of operation at the time the Agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. Accordingly, Purchasers may not be able to close title to their respective Unit(s) for some period of time after signing their respective Agreement and

after the First Closing. In such a case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

15. **Delay of Closing**. Based upon the construction schedule anticipated as of the initial filing date of this Plan, Sponsor presently contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, governmental restrictions, acts of God or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of title to Residential Units to begin on or about January 1, 2021. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date.

Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for his or her Residential Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier than the targeted date or the time to complete or to close title to such Purchaser's Unit is accelerated, delayed or postponed by Sponsor, or in the event that any of the conditions described above occur, or in the event of non-completion of any item of construction on any projected date, or compensations for the presence of scaffolding on any portion of the Building or any interruption of services in the Building; provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised Condominium budget with current projections, and (i) if such amended budget exceeds the projected Condominium Budget set forth herein by twenty-five percent (25%) or more; or (ii) if the First Closing does not occur within twelve (12) months after January 1, 2021, the date set forth in Schedule B - "Projected Budget for First Year of Condominium Operation" as the commencement date for the projected First Year of Condominium Operation, or the Plan is amended to provide for a commencement date that is later than twelve months after January 1, 2021, then in the case of either (i) or (ii) Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within fifteen (15) days after the presentation date of the amendment containing such revised budget or amended commencement date or after such twelve (12) month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their payment and any interest accrued thereon returned. As set forth in the Section entitled "Effective Date" in Part I of the Plan, no closing of title to any Unit offered hereunder will take place prior to the Plan being declared effective.

Purchasers should note that even if the First Closing occurs on or before January 1, 2021 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve month period thereafter, the Closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floors on which such Units are located. In such case, provided that Sponsor

is diligently pursing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. Unless your 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 will occur by any date certain. See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.

16. **Warranties**. Upon Closing a Residential Unit, the Purchaser will receive warranties for the appliances in the Unit. Except as contained on Purchaser's inspection statement Sponsor shall not be obligated to correct, repair, or replace any defects relating to construction of the Units, the Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. As more fully set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor" Sponsor is obligated to construct the Building in accordance with all applicable Laws and the Plans and Specifications as well as the provisions of this Offering Plan. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability of any Unit or Common Element. Unless caused by a violation of the sound transmission code, noise code or other applicable code, there is no warranty as to sound transmission. Unless caused by a failure of Sponsor to comply with the Laws and the Plans and Specifications, Sponsor is not responsible for, nor can it make any guarantees regarding odors, levels of noise or vibrations resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners in their Units. Unless caused by a code violation or a violation of Law, there is no warranty with respect to mold, mildew, spores, fungi or other toxins. There is no warranty as to air, view or light quality. Sponsor's obligation, regardless of any limitations in the warranty, is to construct the premises in accordance with all applicable Laws, the Plans and Specifications, and any conflict between (a) the disclaimers and (b) Sponsor's obligation to construct the premises in accordance with all applicable Laws the Plans and Specifications, shall be resolved in favor of the latter. In no event will Sponsor be liable for incidental, special or consequential damages.

17. **Certificate of Occupancy**. Sponsor is obligated to procure the permanent certificate of occupancy for the entire building, and shall exercise best efforts to obtain the permanent certificate of occupancy within a two year period while keeping the temporary certificate of occupancy current. 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 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 a 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 a FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the DOB will issue the FCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principal(s) are obligated to procure the FCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A fact sheet on certificates of occupancy is available on its website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

Purchasers should seriously consider negotiating their closings based on a FCO, not a TCO. If purchasing a Unit covered by a TCO, Purchasers should consult a licensed architect or engineer to determine what work has to be done in order for the Building to receive a FCO. Purchasers are advised to visit the Department of Buildings' website for further recommendations when purchasing a Unit that does not have a FCO.

18. **Unit Alterations**. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Board, Unit Owner or a mortgagee, to (a) change the layout of, or number of rooms in any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering the boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit, (c) designate a Common Element as part of the Unit or designate all or part of a Unit as a newly created Common Element and (d) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. Please see the Section of the Plan entitled "Changes in Prices and Units" for further details.

In such event, the Common Interest appurtenant to any diminished Unit will decrease and such reduced Common Interest will be allocated to and/or among the newly created and/or configured Units. Sponsor expressly reserves the right, from time to time prior to the First

Closing, to effect such changes among the Unsold Units and to amend the Plan so as to reflect the same.

Notwithstanding the foregoing, where an Agreement for a Residential Unit has been countersigned by Sponsor and returned to Purchaser, no material change will be made in a Unit's size, layout or proportionate share of aggregate common interest unless (i) the affected Purchaser consents; (ii) the Purchaser is in default beyond all applicable grace and cure periods and has not contested a declaration of default; or (iii) such changes are required to conform with Legal Requirements. There is a rebuttable presumption that a Unit size that is diminished by 5% or less is not material.

The Sponsor as well as the Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a FCO has been obtained therefor. In addition, certain services, such as cable, computer, and other similar services may be provided by outside suppliers and delays in these services will not be the responsibility of the Sponsor unless such delays are caused by the Sponsor. All alterations to a Unit or the Building or services for a Unit Owner or the Building shall be performed in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees, or other contractors or subcontractors employed in the Units or the Building; and in all events, in compliance with the Declaration, the Condominium By- Laws, the Rules and Regulations, the overall Building standards and applicable Laws. In furtherance of the foregoing, the Board may require that the Board also assume and/or subject itself to the applicable union contracts.

19. **Real Estate Taxes**. The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes for the residential portion of the Building payable with respect to each Unit for the first year of Condominium operation will be allocated in proportion to each Unit's percentage Common Interest. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate taxes between the Units in proportion to each Unit's Purchase Price rather than its percentage interest in the Common Elements, and, if so, Units having the same percentage interest may pay different amounts of real estate taxes. The real estate taxes payable the first year of the Condominium's operation is based on an assessment of the Building as complete. Please refer to the Section of the Plan entitled "Real Estate Taxes" in Part I of the Plan for further details.

In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax attorney and, if so, Unit Owners may pay significantly different (i.e. higher) real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make the actual determination upon the filing of tax lots. (See the Sections entitled "Offering Prices and Related Information, Schedule A" and "Real Estate Taxes" in Part 1 of the Plan for further discussion.)

20. **Diplomatic Immunity**. Purchasers who have diplomatic immunity will be required to expressly waive any and all immunity from suit by the Sponsor and the Board. In addition, 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 such Purchaser's Unit, to deposit with the Board an amount equal to two years' estimated Common Charges.

21. **Contingency**. The contingency fund (the "Contingency") provided for in the "Projected Budget for First Year of Condominium Operation" (Schedule B) is intended to provide a fund for unanticipated expenses not included in the Budget and for increases in operating expenses above the amounts projected. Additionally, a Reserve Contribution may be established to conform to Fannie Mae requirements for an amount to be set aside as a reserve for capital repairs and replacements. These Budget line items may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase Common Charges or institute a special assessment. See the Section of the Plan entitled "Working Capital Fund" for further discussion.

22. **Waiver of Common Charges**. Sponsor is reserving the right to delay the collection of Common Charges until such time into the future (the "Waiver Period"). During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent Purchasers. Such amendment shall also disclose the anticipated Waiver Period. Prior to commencing the collection of Common Charges, Sponsor will notify all Unit Owners by written notice of the expiration of the Waiver Period. Notice shall be given to Owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent Purchasers. See the section entitled "Control by Sponsor" and the section entitled "Rights and Obligations of Sponsor" for more information.

23. **Common Interest**. The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(iv) of the Condominium Act and accordingly based upon a comparison of the 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. Based upon final specifications, construction conditions and/or "as-built" plans for the Building reflecting relative measurements, areas and uses of portions of the Building, application of such method of allocation of Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant to the Units. In such event, the Common Interest appurtenant to each individual Unit would be adjusted (by a minimal amount) pro rata. Sponsor expressly reserves the right, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same, provided that Sponsor obtains a new §339-i opinion letter providing that the Common Interests are in compliance with RPL §339-i. Unless an affected Purchaser consents, no material change will be made to the percentage of common interest if a Purchase Agreement has

been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default. Sponsor will not change the Common Interest associated with a Unit that has already closed without the new owner's consent. In no event, however, will the Common Interest of any Unit be increased as a result of any of the foregoing by more than five percent (5%).

24. **Unit Floor Plans**. The Unit Plans set forth in Part II depict the layouts of the Units. The approximate floor area of each Unit has been measured horizontally, on each of one or more floors, from the exterior glass and columns of the Building's exterior walls, the Building line or Property line to the midpoint of an interior partition or continuous structural element separating one Unit from another Unit, public corridor, stairs, elevators, mechanical equipment spaces or any other Common Element. Where the window wall is recessed between masonry piers, the area is measured horizontally from a Building line which is taken as a straight line from exterior face of pier to exterior face pier, parallel to the Property line. Where one Unit covers the entire floor the approximate indoor floor area of each Unit has been measured horizontally from the apartment side face of the concrete shear walls of the stairs which are adjoining the unit, to the centerline of walls of stairs, and other mechanical equipment spaces or any Common Elements not within a Residential Unit to the exterior face of the opposite exterior wall inclusive of the elevator shafts and its surrounding shear walls and partitions. Columns and mechanical pipes and shafts, (whether along the perimeter or within the Unit) were not deducted from the square foot area of the Unit. Outdoor floor areas of terraces or other outdoor areas, if any, appurtenant to a Unit were not included in the Unit's approximate floor areas.

Purchasers should note that the square footage of each Unit as reflected in Schedule A and the Unit Plans set forth in Part II of the Plan is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. There is a rebuttable presumption that an area that is diminished by five percent (5%) or less is not material. Because the square footages listed in Schedule A are based on measurements from exterior walls, they do not accurately represent the interior space in the Unit and will exceed the actual floor area. Floor area may include columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit will be measured vertically from the top of the floor (located under the finished flooring and sub-flooring materials) to the underside of the ceiling. Ceiling heights are estimates only. The clearance between the top of the floor slab on one floor and the top of the floor slab on the next floor will vary among the Units and certain Units may have less clearance and all or portions of the ceilings in certain rooms within other Units may have a lesser clearance as the result of construction variances or the presence of beams, ducts and other and mechanical spaces in such Units. Because dimensions listed are based on measurements from floor slabs, they do not accurately represent the heights of the Units from the finished floor to the finished ceiling. Ceiling heights within any given room may also vary. Kitchens, bathrooms, closets, foyers, hallways and entryways typically have dropped ceilings. The Terraces may not be used for any type of occupancy, including but not limited to: dining, sleeping, living room, recreation or an office. To do so may result in a violation against the Building issued by the Department of Buildings. Unless all Purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the Common Elements. Please refer to the Notes to Schedule A in Part I of the Plan and the "Description of Property" in Part II of the Plan for further details.

Purchasers are advised that while construction necessitates a sequential numbering of floors for a building, it is common in New York City to designate floor numbers solely for marketing purposes in a manner that is inconsistent with the construction levels. Consequently, Purchasers should note that a Unit may be located on a floor designated with a higher number than the actual construction level on which it is situated. Purchasers should further note that all references throughout the Plan are to marketing floors, unless the context specifies otherwise or the term "level" is used. The "Description of Property and Improvements" in Part II of the Plan contains a chart which matches marketing floors and construction levels and should be referenced by Purchasers. The Plans and Specifications are based on construction levels rather than marketing floors.

Purchasers are further advised that the storage areas located in the Unit may be used for storage purposes, and in no event may the storage areas in the Unit be used for a bedroom, dining room or any other use considered being a habitable space as defined by the Building Code of the City of New York. Storage areas do not comply with required light and ventilation. Any other use as living and sleeping and may result in a violation against the building being issued by the New York City Department of Buildings.

25. **Transfer Taxes**. Purchasers are advised that as is common in offerings of residential condominium units in New York City, and as more fully discussed in this Plan, Purchasers will be required pursuant to the Agreement to pay the New York City Real Property Transfer Tax (the "RPT Tax") and the New York State Real Estate Transfer Tax (the "State Transfer Tax," and collectively with the RPT Tax, the "Transfer Taxes") due on the sale of the Residential Units. Absent this contractual provision, Transfer Taxes would be a seller's statutory obligation. If the RPT Tax rate and/or State Transfer Tax rate is increased by New York City or New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed an Agreement hereunder.

Also, as more fully discussed in this Plan, New York State imposes a transfer tax upon a purchaser of a residential condominium unit (the "Mansion Tax"), which tax shall be the primary obligation of Purchaser. The Mansion Tax is 1% if the Purchase Price is at least $1,000,000, but less than $2,000,000; 1.25% if the Purchase Price is at least $2,000,000, but less than $3,000,000; 1. 5% if the Purchase Price is at least $3,000,000, but less than $5,000,000; 2.25% if the Purchase Price is at least $5,000,000, but less than $10,000,000; 3.25% if the Purchase Price is at least $10,000,000, but less than $15,000,000; 3.5% if the Purchase Price is at least $15,000,000, but less than $20,000,00; 3.75% if the Purchase Price is at least $20,000,000, but less than $25,000,000; and 3.9% if the Purchase Price is at least $25,000,000. For purposes of computing consideration subject to the Transfer Taxes and Mansion Tax, the New York City Department of Finance and the New York State Department of Taxation and Finance include the aggregate of any Transfer Taxes payable by Purchaser under the Agreement and might include other costs payable by Purchaser which, absent a contractual provision making them Purchaser's obligation, could be considered Sponsor's expense. Accordingly, with respect to the Mansion Tax, even though the Purchase Price allocated to a Residential Unit might be less than $1,000,000, it is possible that the Purchase Price for such Residential Units, when grossed up by the aggregate of all Transfer Taxes and other seller expenses and other amounts payable by Purchaser, might be in excess of $1,000,000, thereby subjecting the transaction to the Mansion Tax. If the Mansion Tax rate is increased by New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed an Agreement hereunder.

Purchaser shall also pay any tax in addition to the Transfer Taxes and Mansion Tax (e.g., without limitation, a pied-a-terre tax) payable by transferor or transferee at Closing and imposed on the transaction after the date of this Plan by New York City or New York State ("Additional Tax"). Sponsor will amend the Plan to disclose any Additional Tax.

26. **First Closing**. The Sponsor anticipates that the First Closing of a Unit will occur on approximately January 1, 2021. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Unit (the "First Closing"); or (ii) the projected date of closing of title to the first Unit occurs later than December 31, 2021, which is twelve months after the projected date for the First Closing, although the actual First Closing may occur prior to January 1, 2021. If the Plan is amended to provide for a later projected date for the First Closing, Purchaser will be entitled to an offer of rescission if the First Closing occurs more than twelve (12) months beyond that amended, later date. However, if the First Closing occurs before December 31, 2021, the Sponsor may schedule the closing of title to other Units significantly later than such date. Unless your 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 will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

27. **Closing Costs**. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Holland & Knight LLP ("Sponsor's Counsel"), in connection with the closing of title to Purchaser's Unit: (i) the sum of $4,000 for its legal fees in handling the sale of the Unit; (ii) if the Purchaser requests the Closing to occur other than at the offices of Holland & Knight LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $750 for each Closing held in any borough outside Manhattan; (iii) if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, Purchaser shall pay a fee of $1,000 to Sponsor's Counsel, payable in advance, for preparation of an assignment agreement (Purchaser may pay more than one fee pursuant to this paragraph with respect to a single Unit if there are multiple assignments); (iv) if Purchaser obtains mortgage financing, then Purchaser shall pay the Sponsor's Counsel an additional fee of $750 to defray the additional costs associated therewith; (v) if the closing is adjourned solely due to the fault of Purchaser, the Purchaser will be required to pay Sponsor's Counsel an additional fee of $1,000 for each adjournment to help defray the cost of preparing for and coordinating the new closing; (vi) if any Custom Work is to be done in the Unit, then Purchaser shall pay Sponsor's Counsel an additional fee to defray the additional cost associated therewith for negotiating and preparing the requisite documents on an hourly basis at Holland & Knight LLP's customary rates; (vii) $250 for the preparation of ACRIS transfer documents required by the City of New York; (viii) Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single unit; and, (ix) Purchaser shall pay Sponsor's counsel the sum of $600 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with any tax deferred exchange under section 1031 of the Internal Revenue Code. Other additional charges may apply.

At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to Closing upon notice to Purchaser.

Purchasers or any other persons entering into an Interim Occupancy Agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon the execution of the Interim Occupancy Agreement. Such legal fees are estimated to be approximately $2,500 assuming that the Purchaser's counsel does not negotiate the terms of the Interim Occupancy Agreement. Any fees above $2,500 will be billed on an hourly basis at Holland & Knight LLP's customary rates. In connection with the Closing of a Unit subject to an Interim Occupancy Agreement, all other charges or other fees due under an Interim Occupancy Agreement shall be adjusted as of midnight of the day preceding the Closing Date to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Occupancy Agreement for any Unit. Please refer to the Sections of the Plan entitled "Closing Costs and Adjustments" and "Interim Occupancy Agreements" for further details.

28. **Window Guards**. In the event a child of ten (10) years of age or younger resides, or visits for an extended period of time, a Unit, the Unit Owner is required to have installed (at the Unit Owner's expense) child safety window guards in all windows of the Unit, per New York City Code. The Unit Owner must notify the Managing Agent in writing when a child or children ten (10) years old or younger lives or resides in the Unit. Windows may contain limit stops, which may not be removed. The Unit Owner shall maintain all window stops installed in the Unit and shall not remove same until permitted by applicable Law. Please see the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" for further details.

29. **Easements**. The Sponsor, for so long as Sponsor owns any Unsold Units shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building for any lawful purpose including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding restoring and replacing satellite dishes and other communication equipment on the roofs and façade of the Building and elsewhere on the Common Elements and the conduit and other Facilities (as such term is defined in the Declaration) relating thereto provided, however, that no wires or cables shall be hanging on the side of the Building and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any unit or Common Element in furtherance of such easements shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of any assignee or licensee of Sponsor for the purpose of servicing the Condominium or any other building or area. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the Roof or façade of the Building or elsewhere on the Common Elements by Sponsor or their assignees or licensees shall be the exclusive property of Sponsor or their assignees or licensees and neither the Condominium nor any Unit Owner shall have any rights with respect thereto. Sponsor's use of the Common Elements as set forth herein shall in all instances conform to the requirements of applicable law and Sponsor shall be responsible for all costs and expenses associated with the operation of such equipment and easements. In the event a law is passed which requires Sponsor to pay license fees or special assessments imposed by the Condominium Board with respect to the use of the Common Elements,

Sponsor shall be responsible for the payment of such license fees or special assessments. Please see the section of the Plan entitled "Rights and Obligations of Unit Owners and the Condominium Board" under the subsection entitled "Easements" for further details.

30. **Mechanical Equipment**. Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located in the Building and on the Roof. The Board with respect to the Common Elements, will be responsible for ensuring that the mechanical equipment is operated in accordance with Law, including requirements governing acceptable levels of noise and odor emissions. Sponsor is not responsible for, nor can Sponsor make any guarantees regarding the level or noise or odors resulting from the operation of the Building or the Units.

31. **No On-Site Superintendent**. The Condominium will not have a Unit for the lobby attendant to live on site. There will be a lobby attendant, who will work approximately twenty (20) hours per week. In the event of an emergency, the lobby attendant will have to return to the Building, which might delay a response. This level of staffing complies with applicable housing and labor laws. Please refer to the Section of the Plan entitled "Footnotes to Schedule B" for further details.

32. **Security Systems**. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Units are being offered for sale or lease by Sponsor or its designees there may be a greater number of visitors in the Building than would otherwise be the case. In addition, transients will always be using the Non-Residential Unit. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor nor its designees nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or the respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. Please refer to the Section of the Plan entitled "Description of Property and Improvements" under the subsection entitled "General" for further details.

33. **Views**. Changes in zoning or construction of new buildings within the vicinity of the Property could affect existing or planned views. No assurance can be given that the views planned or currently existing (or existing when Purchaser first purchases or occupies a Unit) will continue to exist unchanged.

34. **Tenant Protection Plan**. As required under Section 28-104.8.4 of the New York City Building Code (the "New Code" as enacted in 2008), since the Building is expected to be occupied by Unit Owners and/or tenants prior to the time when a FCO can be obtained, a tenant protection plan will be distributed to each occupant who will be occupying any dwelling units of the Building during construction.

35. **Risk of Loss**. If the Purchaser is or becomes the tenant or occupant of a Unit before

the Closing and, before such Closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss not covered by Sponsor's insurance and the obligation to repair the damage, unless the cause thereof originated outside of the Unit or did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees or workmen. Otherwise, the risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit pursuant to an Interim Occupancy Agreement with Sponsor, at which time such risk to the contents of the Unit not covered by Sponsor's insurance (but not to any portion of the Unit or Common Elements otherwise insured by Sponsor or the Board) shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price for the subject Unit. In the event of an occurrence of a fire or other casualty, Sponsor shall notify the Purchaser as to whether or not Sponsor will restore the Unit no later than two (2) months after the date of the occurrence of the fire or other casualty. In addition, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners, belong entirely to Sponsor. In the event that Sponsor elects to repair or restore a Unit, Sponsor will restore the Unit and Common Elements to substantially the same condition that the Unit and Common Elements existed in immediately prior to the casualty, and essential services (such as utilities and heat) and a reasonable means of ingress and egress to the street, if affected, will be restored. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and Condominium Board"), the Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, within thirty (30) days' notice of such election, subject to Sponsor's rights to retain certain funds deposited by Purchaser for Custom Work in the Unit, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, Sponsor shall retain the Custom Work Costs and/or restoration costs, if any, together with interest earned thereon, as and for liquidated damages. Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan.

36. **Limitations on Sale**. In order to facilitate the Sponsor's sale of the Units, prior to (a) one (1) year after a Purchaser's closing on its Unit, a Purchaser will not be permitted to sell his or her Unit(s) without obtaining the Sponsor's written approval, and (b) prior to Purchaser's acquisition of a Unit, the Purchaser may not (i) list the Unit for resale with any broker or otherwise, or (ii) advertise, promote or publicize the availability of his or her Unit for sale or lease. In the event that Purchaser violates the foregoing prohibition then any sums received by Purchaser in excess of the Purchase Price paid by Purchaser shall be paid to the Sponsor as liquidated damages. In addition, any such sale or lease, listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives shall constitute a default under

the Agreement, entitling Sponsor to the remedies set forth therein and any lease or conveyance in violation of the foregoing will be voidable by Sponsor.

37. **Insurance**. The Board is not required to obtain or maintain any insurance with respect to any property contained in any Unit or any liability with respect to occurrences in or about each Unit or the Common Elements, that are exclusive and/or appurtenant to the Unit. Consequently, all Unit Owners are required to obtain and maintain a personal liability policy if the Unit Owner is an individual against claims for personal injury death or property damage occurring in, on or about such Unit Owner's Unit and the Common Elements, if any, exclusive and/or appurtenant to his or her Unit affording protection of at least $1,000,000 per occurrence, plus at least $3,000,000 umbrella liability coverage. Further requirements with respect to such insurance are more particularly set forth in the By-Laws. In addition, all Unit Owners are urged to obtain personal property insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. Further, as a result of current fluctuations in the insurance market, the Board will not be required to obtain or maintain terrorism coverage but may do so, and in such event, the cost thereof shall be a Common Expense as described in the Condominium By-Laws. Sponsor does not make any representation that the insurance limits set forth in Schedule B will meet the requirements of a lender who finances the purchase of a Unit. If Purchaser's lender requires additional insurance, Purchaser will be obligated to obtain such supplemental insurance at Purchaser's sole cost and expense. Sponsor is advised that the New York City Flood Zone Map is being updated post-Super Storm Sandy. As of the date hereof, the Condominium is located in Flood Zone X, on the New York City Flood Zone Map, which is designated as moderate risk flood area. Sponsor is not aware of any construction requirements of this flood zone designation. Consequently, it is difficult to estimate flood related insurance premiums as well as to predict the ultimate flood zone designation of the Building. Flood zone insurance is not mandatory, however, if Purchaser's lender requires any additional flood insurance, Purchaser will be obligated to obtain such supplemental dwelling flood policy at Purchaser's sole cost and expense.

38. **Special Allocation of Certain Common Expenses**. Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339-i(1)(iv) and 339-m of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the General Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Non-Residential Unit Owner, who will receive in certain instances greater or fewer services from the Condominium, will bear an allocated share of the expenses of the Condominium, all as described in Schedule A - "Purchase Prices and Related Information" and Schedule B - "Projected Budget for First Year of Condominium Operation" of the Plan and Article 5 of the Condominium By-Laws. Such allocated share of expenses will result in the Residential Unit Owners having to pay either higher (if fewer services are being provided to the Non-Residential Unit Owner) or lower (if greater services are being provided to the Non-Residential Unit Owner) shared expenses of the Condominium. The requirements for amending Article 5 of the Condominium By-Laws do not differ from those otherwise provided in the Condominium By-

Laws.

39. **Custom Work**. Sponsor may agree, in its sole discretion, to perform Custom Work to a Unit (including without limitation combining or further dividing Units) ("Custom Work"). Unless otherwise agreed to by Sponsor, a Purchaser shall bear the costs of such Custom Work (the "Custom Work Costs") which Custom Work Costs shall be due and payable by Purchaser to Sponsor upon the execution of the Agreement for the Unit and deposited in an escrow account with Escrow Agent in accordance with the Plan, unless otherwise agreed to by Sponsor. The Custom Work Costs may be released from the Escrow Agent's escrow account upon the Escrow Agent's receipt of written notification from Sponsor's Architect to the Escrow Agent that all or any portion of the Custom Work has been commenced in the Unit. In the event a Purchaser becomes entitled to rescission after the release of the Custom Work Costs or any portion thereof to Sponsor the Purchaser shall not receive a refund of any Custom Work Costs, if any, used to perform Custom Work in the Unit. If the Plan is abandoned, any Custom Work Costs will be returned to Purchaser.

40. **Defense Costs**. Purchaser shall be obligated to reimburse Sponsor (whether or not Sponsor prevails in defending or enforcing Sponsor's rights) for any legal fees and disbursements incurred by Sponsor in defending or enforcing Sponsor's rights under the Agreement or, if Purchaser defaults under the Agreement beyond any applicable grace period, in canceling the Agreement, or in otherwise enforcing Purchaser's obligations thereunder, if Sponsor is deemed the prevailing party in any such dispute. The Agreement also provides, that, except as prohibited by Law, the parties waive trial by jury in any litigation arising out of, or connected with, or relating to, the Plan, the Agreement or the relationship created thereby. Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan for further details.

41. **No Invasive Testing**. Prior to the closing of a Unit, Purchasers shall not be entitled to conduct any invasive testing in the Unit including, without limitation, making holes in the walls or ceiling and/or removing sheet rock, tiles, wood flooring, windows or window panes to test for mold, asbestos, lead paint, mildew, spores, fungi or other toxins or for any other purpose. Please refer to the Sections entitled "Terms of Sale" and "Rights and Obligations of Sponsor" in Part I of the Plan.

42. **Budget Contingency**. The Contingency provided for in the projected Budget for the first year of Condominium operation (Schedule B) is intended to provide a fund for unanticipated expenses not included in the Budget and for increases in operating expenses above the amounts projected. Additionally, a Reserve Contribution may be established to conform to Fannie Mae requirements for an amount to be set aside as a reserve for capital repairs and replacements. These Budget line items may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase Common Charges or institute a special assessment. See the Section of the Plan entitled "Working Capital Fund" for further discussion.

43. **Sprinklers**. The Building will be fully sprinklered to eliminate fires. Although hidden from view, every ceiling will have sprinkler heads which are covered by approximately three inch round disks. In order to operate effectively in the event of a fire, furniture, furnishings and other equipment in the Units should not be placed in a way that would block the sprinklers

from emitting water throughout the area beneath it in the event of a fire. Blocking the sprinklers would be a violation of the Fire Department's regulations.

44. **Sponsor Principal**. Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual unit owners (or a board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al., 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013). (See the Section of the Plan entitled "Procedure to Purchase" and the Purchase Agreement set forth in Part II of the Plan for details.)

45. **Floor Designations**. All references in the Plan and in marketing materials to floors" are references to their "marketing" designations and may not correspond to the designation given the floors on the plans submitted to the New York City Department of Buildings.

46. **Sponsor's Use of the Building for Sales and Promotional Functions**. There will be a sales office located within the Building. Sponsor and its designee(s) shall also have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or 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.

47. **Non-Residential Unit.** The Non-Residential Unit may be used for any lawful commercial purpose. The Non-Residential Unit Owner has the right to subdivide the Non-Residential Unit and the right to freely sell the Non-Residential Unit or to freely lease all or part of the Non-Residential Unit, without having to first offer the same for sale or lease to the Condominium Board. The Condominium Board, at the request of the Non-Residential Unit Owner, will enter into a recognition agreement with any tenant with which such Non-Residential Unit Owner has entered into a lease for all or any portion of the Non-Residential Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Board will agree that the rights of the tenants under the lease(s) will not be disturbed in the event of a default by the Non-Residential Unit Owner.

48. **Interim Service Period**. Prospective Purchasers are advised that until the early of: (i) eighteen months after the First Closing; or (ii) the closing and occupancy of at least seventy-five percent (75%) of the Residential Units, some of the services and facilities described in the Plan may not be available. However, it is anticipated that at all times after the First Closing, the Lobby will be attended by a part-time lobby attendant, and there will be at least one (1) elevator servicing every floor on which there are occupied Residential Units. The interim level of staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. During such interim service period when full services and/or facilities are not available, the expenses for such services and/or facilities, as accounted for in Schedule B-1 may not be actually incurred.

49. **Services**. All determinations with respect to the continuance of any of the services

in the Building, if initially made available, will be made by the Condominium Board, which will be controlled by Sponsor during the Initial Control Period. (See the Section entitled "Control by Sponsor"). Please refer to the Description of the Property set forth in its entirety in Part II of the Plan for further details regarding services and facilities at the Property. Neither Sponsor, the Managing Agent nor the Board will in any event be liable for the availability, interruption, discontinuance or quality of any services in the Building, including, but not limited to, any services provided by any outside company or person, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury to person or damage to property occurs as a result of the negligence of Sponsor, the Managing Agent or either of the Board, as the case may be.

50. **Rule Against Perpetuities**. In order to preclude any application of the Rule Against Perpetuities which might otherwise invalidate the Agreement, the Agreement shall expire, unless otherwise previously terminated, on the date that is the earlier to occur of (i) twenty-one years after the date of the Agreement, or (ii) the time period legally permitted by the Rule Against Perpetuities in the State of New York, in which case the Deposit and all interest accrued thereon shall be returned to Purchaser. Please refer to the Section entitled "Procedure to Purchase" in Part I of the Plan.

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

52. **Homeowners Association**. Sponsor anticipates that the Condominium will qualify as a homeowners association. If the Condominium does not qualify as a homeowners association, or if it does but chooses not to elect to be treated as a homeowners association, the present state of the Law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership income less expenses related to such income) is subject to federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. The budget for the first year of Condominium operation, Schedule B, does not contemplate any income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership income. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by regulations relating to entity classification, which were adopted by the United States Treasury Department on December 17, 1996. Please refer to the

Attorney's Income Tax Opinion and the Section entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" in Part I of the Plan for further discussion.

53. **Purchase of Multiple Units**. If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a default by Purchaser in the payment or performance of any obligations under any of such Agreements, beyond any applicable grace periods, shall be deemed a default under all of the Purchaser's Purchase Agreements. In the event of a such a default, Sponsor may, at its option, cancel each such Agreements and retain, as liquidated damages, all Deposit(s) made by Purchaser, together with any interest earned thereon, if any, under each of such Agreement(s).

54. **No Third Party Beneficiary**. No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. Please refer to the Section entitled "General" in Part I of the Plan for further details.

55. **Sponsor's Obligations**. Sponsor reserves the right to sell two (2) or more of the Units and to designate the purchaser of such blocks of Units as a "sponsor" under this Plan and the Declaration or to not designate the purchaser as a sponsor. A party designated as a "sponsor" or a "sponsor-designee" will have those additional rights and obligations of a "Sponsor" as more fully described in the Plan including the assumption of the status and all of the obligations of Sponsor for those Units under this Plan, applicable Laws or regulations. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further details.

56. **Windows**. The windows in the Units should be covered during the portions of the day when the sun is strongest in order to maintain the temperature of the Units' rooms at comfortable levels and to conserve energy. The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of windows shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. Any replacement of glass windows in any Residential Unit because of breakage or otherwise shall be made by the Board at the sole cost and expense of the owner of such Unit (unless such breakage is caused by the Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Board or such negligent Unit Owner, as the case may be).

57. **Wood Floors**. Purchasers are advised that Residential Units will feature finished in place wood flooring. Wood flooring should not be washed with water and should be maintained in accordance with the manufacturer's recommendations. Sponsor makes no representation as to the number of times such floors can be sanded. Sponsor is not responsible for: (i) variations in floor level and slight separation between base and floor; (ii) variations in width, length or tone of wood floor strips or normal shrinking or expansion of wood flooring due to changes in moisture

content of wood; or (iii) scratches and dents in flooring. Nearly every wood floor will have some seasonal separation between the individual boards, which is normal. However, excessive shrinkage from humidity can cause more serious, irreparable issues such as cracking, cupping, delamination, and even buckling.

Purchasers should also note that wood materials used as finishes have certain inherent risks associated with such use. Risks associated with wood products (including, but not limited to wood flooring, furniture, cabinetry, interior of cabinetry, moldings, etc.) include, but are not limited to: appearance of cracks between floor boards, gaps, squeaks, variation in color, variation in wood grain, texture, occurrence of knots, and cupping. Cracks, gaps, occurrence of knots and grain variation are more noticeable in light colored wood flooring. Furthermore, wood flooring is sometimes affected by sunlight and often fades and changes with use and age. Some woods darken and some lighten when exposed to light. Sponsor makes no representation or warranty that the wood floors will maintain their appearance after they are subject to wear and tear. Wood flooring can also dent. Protective felt pads and protective material should be used when placing furniture or appliances. A wet mop should never be used on wood flooring because it can cause warping and cracking. Standing water will cause cupping, swelling and subsequent gapping. See the Section entitled "Rights and Obligations of the Condominium Board and Unit Owners" in Part I of the Plan for further discussion.

58. **Stone Surfaces**. Certain surfaces in the Residential Units may consist of natural stone, such as marble or limestone. Purchasers are advised that natural stone can be porous and calciferous, with the potential to be absorbed and/or chemically react to certain substances. Purchasers should note that special care will be necessary in the maintenance and cleaning of certain materials in the Residential Units. Natural stones such as marble or limestone have natural variations in colors and markings which require cleaning with neutral cleaners that are free of acidic or alkaline solutions, bleach, ammonia or abrasives that can break down sealers and damage or stain the stone surface. Such stone surfaces may be sealed so as to prevent absorption, etching discoloration and/or staining.

To reduce (but not eliminate) the possibility of absorption, etching discoloration and/or staining, Sponsor may apply a sealer to the stone surfaces in the Residential Units prior to delivery of such Residential Unit to Purchaser. Such stone surfaces may require sealing and resealing at some point in the future, and any such sealing will help with water absorption and staining which may alter colorations. Purchasers are advised that impregnating sealants and using daily stone cleaners, which have been specially developed for cleaning stone, are recommended for proper maintenance. Purchasers are advised that the application of a sealer to stone surfaces does not in any way guarantee that future absorption, etching, discoloration and/or staining will not occur. Furthermore, it will be each Residential Unit Owner's obligation to maintain the stone surfaces, including the engagement of a professional to reapply the sealer at regular intervals. Purchasers should consult a professional regarding the proper care and maintenances necessary to preserve the appearance of any stone surfaces in their Residential Units under the Purchase Agreement (including, without limitation, pursuant to Arbitration, as discussed herein) and/or in terminating the Purchase Agreement in the event of Purchaser's noncompliance with the terms thereof. For more information, please see the Section entitled "Rights and Obligations of Unit Owners and the Boards – Repairs to and Residential Common Charges of Units" in Part I of the Plan.

59. **Interim Occupancy Agreement**. In the event a Purchaser occupies a Residential Unit pursuant to an Interim Occupancy Agreement ("IOA") with Sponsor, and such Purchaser rescinds its Purchase Agreement due to an amendment to the Plan which discloses a material adverse change to the Plan and offers Purchasers the right to rescind, such Purchaser shall be obligated to surrender the Residential Unit within thirty (30) days thereafter, free of all occupants and in broom clean condition. If a Purchaser fails to timely vacate the Residential Unit before the First Closing has occurred, then Purchaser shall be liable for use and occupancy in an amount equal to twice the rent under an Interim Occupancy Agreement. If a Purchaser fails to timely vacate the Residential Unit after the First Closing has occurred, the Purchaser shall be liable for twice the costs of carrying the Residential Unit (such as Residential Common Charges and the allocable portion, based on the respective Residential Unit, of debt service on any loan covering Unsold Units) as calculated by Sponsor. In addition, irrespective of when such failure to timely vacate occurs, such Purchaser shall be liable to Sponsor for the following: (i) loss of profit (i.e. Sponsor's ability to sell the respective Residential Unit) and (ii) all costs and expenses incurred by Sponsor to obtain possession of the Residential Unit, including the cost of litigation and reasonable attorneys' fees and expenses provided that Sponsor has been granted a vacate order. The provisions reflected herein do not run afoul of applicable housing laws. Notwithstanding the foregoing, Purchaser shall only be liable for the costs and expenses outlined herein only to the extent the same is not considered an unenforceable penalty and is permitted by law. See the Section entitled "Interim Occupancy Agreements" for more information.

If Sponsor agrees to license a vacant Residential Unit for a payment and upon such other terms and conditions as may be agreed upon by Sponsor and the Purchaser; provided, however, that in the case of an Interim Occupancy Agreement to a Purchaser, such IOA will provide that an uncured default by the Purchaser under the IOA (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the IOA entitling the Sponsor, at its sole option, to immediately terminate such IOA whereupon the Purchaser must vacate the Unit within ten (10) days thereafter. The Purchase Agreement will contain a similar provision entitling Sponsor to terminate the Agreement and retain the Option Payment (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's IOA, if any, within the applicable grace period (if any) and either: (a) Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser or (b) the Purchaser has vacated the Unit. No portion of the rent paid under any lease will be credited towards the Purchase Price of a Unit unless the lease and the Agreement therefor expressly so provide.

See the Section entitled "Interim Occupancy Agreements" for more information.

60. **Time is of the Essence**. After the Plan is declared effective, Purchasers will receive at least thirty (30) days' prior notice of the scheduled Closing Date and, in the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after notice within which to cure, time being of the essence, such default, following which Sponsor shall have the remedies set forth in "Procedure to Purchase" in Part I of the Plan. Time is of the essence with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Agreement, and to cure a default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default. Therefore, a Purchaser who defaults under his or her Agreement and who does not cure such default within

such 30-day period may not be permitted any additional time to cure such default. TIME IS OF THE ESSENCE TO PURCHASER AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE ON THE ORIGINAL SCHEDULED CLOSING DATE. See the Section entitled "Procedure to Purchase" for more information.

61. **Expedited Arbitration**. The Purchase Agreement contains a clause requiring that any dispute regarding the disposition of Deposit funds, be submitted to "Expedited Arbitration". Expedited Arbitration means a binding arbitration proceeding held in New York County administered by JAMS, or if JAMS is no longer providing such service to another private alternative dispute resolution provider selected by Sponsor which is not affiliated with Sponsor (the "ADR Provider") and conducted, to the extent consistent with the Purchase Agreement, in accordance with the then prevailing rules and expedited procedures of the ADR Provider (the "ADR Rules"). Accordingly, by submitting to Expedited Arbitration, the parties to the Purchase Agreement waive the right to bring suit in court concerning disputes under the Purchase Agreement and agree to accept the Arbitrator's decision as final; there is generally no right to appeal. The right of the parties to be represented by counsel and to submit data, memoranda and similar material in support of their respective positions, and the ability of the parties to obtain documents, witness statements and other discovery may be more limited in Expedited Arbitration than in court proceedings. After hearing the dispute, the Arbitrator shall be obligated to render a determination (the "Award") within the applicable time period under the ADR Rules for the rendering thereof. The Award shall be final and binding upon the parties. Any motion to confirm or vacate the Award must be filed in a federal or state court located in the City, County and State of New York.

The parties shall bear the costs of their own expenses and witness preparation. The parties shall equally share the costs of the JAMS administrative fees, including the Arbitrator's compensation. At the conclusion of the hearing. the Arbitrator shall make his or her determination and shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the Arbitration. The prevailing party shall be reimbursed for its share of the JAMS administrative expenses.

(See the Section entitled "Procedure to Purchase" in Part I of the Plan, as well as the form of Purchase Agreement, annexed as Exhibit 1 in Part II of the Plan, for further discussion.)

62. **Mold**. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. The provisions of this paragraph shall survive closing of title or the termination of the Purchase Agreement. See the Purchase Agreement, set forth as

Exhibit 1 in Part II of the Plan, for more information.

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

64. **Development Rights**. All excess air or developmental rights otherwise appurtenant to the Property and not used in connection with the original construction of the Building as described in this Plan will be retained by Sponsor (the "Development Rights"). As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements, may not be possible or may be limited. Further, as a result of such reservation, the owner of the Development Rights may transfer or sell such Development Rights to the owner(s) of adjoining properties or offsite and in such case such properties may be increased as a result of such transfer or sale. The Development Rights will not be used to add additional floors to the top of the Building or to physically expand the Building. In the event such excess Development Rights are transferred to the owner(s) of adjoining properties or offsite, a Unit Owner's views and exposure to light may be affected. See the Section entitled "Reservation of Air and Development Rights" for more information.

65. **Delivery of Closing Documents**. Each Purchaser's title underwriter must agree (i) to timely submit the Unit Deed, all Transfer Tax forms and checks for payment of such Transfer Taxes required to be submitted to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser; and (ii) indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event the title underwriter (or its abstract company) fails to file such Unit Deed and Transfer Tax forms and remit payment of the Transfer Taxes required in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency. If said title underwriter does not execute an indemnification substantially in the form set forth as Exhibit A to the Agreement in Part II of the Plan, Purchaser must, as more fully set forth in the Agreement, agree to indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) if its title underwriter (or such title underwriter's abstract company) fails to file such Unit Deed, transfer tax

forms and remit payment of the Transfer Taxes required in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency, and pay any such taxes, fines or penalties assessed or charged by any governmental or quasi-governmental agency. (Please refer to the "Closing Costs and Adjustments" Section of Part I of the Plan and a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

66. **Restriction on Hanging Electronic Equipment.** TELEVISIONS, AUDIO SPEAKERS AND OTHER NOISE GENERATING EQUIPMENT MAY NOT BE HUNG ON DEMISING WALLS SEPARATING RESIDENTIAL UNITS AS THIS COULD TRANSMIT NOISE FROM ONE RESIDENTIAL UNIT TO THE NEXT. MOREOVER, RESIDENTIAL UNIT OWNERS SHALL NOT BE PERMITTED TO MAKE ANY ATTACHMENTS OR PENETRATIONS TO DEMISING WALLS SEPARATING RESIDENTIAL UNITS SO AS TO AFFECT THE FIRE RESISTANCE AND/OR SMOKE RATING OF SUCH WALLS, AS REQUIRED BY APPLICABLE LEGAL REQUIREMENTS.

67. **Model Residential Unit.** Purchasers are advised that there may be certain design elements included in a model Residential Unit that are not offered for sale and not included in the Residential Units being sold. Specifically, the furniture, furnishings, materials, equipment, hardware, installations, lighting or decorations displayed in a model Residential Unit should not be deemed to be included in the sale of a Residential Unit, except as otherwise described in this Plan. The materials, appliances and finishes, etc. in the Building and/or Residential Units are described in this Plan and are subject to modification as provided herein, and may vary from those displayed in a model Residential Unit. All dimensions in a model Residential Unit are approximate and subject to normal construction variances and tolerances. Purchasers should consult the Unit Plans appearing as Exhibit 7 in Part II of the Plan and consult Sponsor with any questions as to precisely what design elements their Residential Unit will include.

68. **Safety Devices**. Residential Units will be equipped with certain safety devices including fire and carbon monoxide alarms, which have to be checked regularly by Unit Owners to make certain that they are operating properly.

69. **Rebates to Unit Owners of Surplus of Annual Receipts.** Notwithstanding the various Common Charges required to meet the expenses set forth in the projected Budget for the first year of Condominium operations in connection with the Budget provided in this Plan or until the expiration of the Initial Control Period, if the actual expenses of operating the Condominium are less than the projected expenses set forth in the Budget for the first year of Condominium operations then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners (including the Sponsor) on a pro-rata basis in the form of either a credit against future Common Charges or as a cash reimbursement if the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of such computation.

Notwithstanding the foregoing, if a refund is contemplated for the first or any subsequent year of Condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the Condominium

has determined that a refund is warranted based on an excess payment of Common Charges by Unit Owners over actual expenses for the Condominium and has determined the amount of such refund as part of its annual review. For purposes of this Plan, an "excess payment of Common Charges" shall mean the actual expenses of the Condominium (or specific sections of the Condominium as applicable) were less than the projected expenses set forth in the Budget of the Condominium (or the applicable section). No refund may be given unless all expenses of the Condominium are paid, including but not limited to, insurance premiums and reserve funds required by lenders. During the budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. See the Attorney's Tax Opinion in Part I of the Plan for further discussion regarding the income tax consequences of the ownership of Residential Units by individual Unit Owners.

70. **Construction Disputes.** Prior to bringing any lawsuit, arbitration or administrative proceeding (a "Proceeding") against the Sponsor and/or the Sponsor's consultants, professionals, members, managers, or the Sponsor Principal (collectively, the "Sponsor Parties") relating to the construction of all or part of the Building (including the Units and Common Elements), the party intending to bring the Proceeding must have a report prepared (the "Correction Report") by an independent, licensed, architect or engineer (the "Inspecting Professional"). The Correction Report must identify the specific areas of the Building that are not in compliance with the specific provisions of the Offering Plan, the Plans and Specifications filed with the Department of Buildings, and/or the local construction codes (a "Claim"). The Sponsor shall have a 90 day period after the receipt of the Correction Report to correct any of the Claims or explain why the Claim is incorrect, prior to the Proceedings being brought by the Unit Owners or the Board. The Sponsor shall have no responsibility for damages to the Units or the Building arising out of the Unit Owner's, the Managing Agent's or the Board's failure to properly inspect, maintain or repair the Property. The provisions set forth herein shall not apply to nor preclude any Purchaser or Unit Owner from availing themselves of the remedies afforded under the rules and regulations promulgated by the Attorney General of the State of New York. Said provisions are subject to all applicable law. See the Section of the Plan entitled "Rights and Obligations of Sponsor.

At least thirty days prior to the Board commencing a Proceeding against the Sponsor Parties, the owner of each Unit that is not owned by the Sponsor or an affiliate of the Sponsor, shall receive a) a copy of the Correction Report and the Sponsor's response to it, if any; b) a description of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; c) a copy of the engagement letter or retainer agreement between the Board and the attorney selected by the Board to assert or provide assistance with the Claim; d) a budget for the cost of bringing the Claim, whether incurred by the Board directly or for which the Board or the Unit Owners may be liable as a result of prosecuting the Claim; e) a summary of the steps previously taken by the Board to resolve the Claim; f) a statement that initiating the Proceeding may affect the market value, marketability, or refinancing of Units while the Claim is pending; g) a description of the manner in which the Board proposes to fund the cost of prosecuting the Claim; and, h) a letter from the attorney retained by the Board with an analysis of the Claim and the likelihood of success.

Notwithstanding the foregoing, neither the Board nor the Unit Owners are required to comply with the foregoing requirements prior to contacting the Attorney General of the State of

New York. See the Section of the Plan entitled "Rights and Obligations of Sponsor".

71. **Marketing Material**. In no event shall the presence of any furniture, furnishings, finishes, equipment or decorations, wall coverings, window treatments, carpeting and the like ("FFE") in any portion of the Building or Residential Units set forth in any marketing materials and/or advertisements, and/or websites used in connection with the sales and marketing of the Residential Units imply or represent that any such FFE will be located within any portion of the Building or Residential Units. The presence of FFE in such marketing materials is for illustrative purposes only. Purchasers should note that references on the Unit Plans to galleries within Units can also be termed hallways or corridors. Similarly, the term "media room" does not imply that the room is pre-wired or particularly suited to presentation of media or limited to such use but rather is a suggestion of how the room might be used. That same room might also be used in other ways, including as a sitting room, study, office or bedroom. In no event, however, shall any designations, labels or nomenclature used in marketing materials conflict with the legally permitted uses of such areas or rooms.

Financial Crimes Enforcement Network Disclosure. Purchasers are advised that the Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury ("FinCEN"), has recently extended and expanded an earlier issued Geographic Targeting Order ("Order") that applies to any corporation, partnership, limited liability company, or other similar business entity ("Covered Purchaser") using cash, a cashier's check, certified check, traveler's check or money order in any form, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase a Residential Unit in the Borough of Manhattan from Sponsor for a total price in excess of $300,000 (a "Covered Transaction"). The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the title company at Closing all documents and information necessary in order for the title company to comply with the requirements set forth in the Order, including without limitation the requirement to file a completed FinCEN Form 8300. Any failure by the Covered Purchaser to deliver such documents and information shall be deemed an Event of Default under the Agreement. Purchasers are advised to refer to the text of the Order itself for further details: https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf.

73. **Storage Bins**. The Storage Bins are located in the cellar and may only be used for storage purposes, and in no event may the Storage Bins be used for a bedroom, dining room or any other use considered being a habitable space as defined by the Building Code of the City of New York. Storage Bins do not comply with required light and ventilation. Any other use as living and sleeping and may result in a violation against the building being issued by the New York City Department of Buildings. The area in which the Storage Bins are located is not climate controlled, has less light and air than ordinary living space and it is more susceptible to dampness. No materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and Storage Bins may not be used to store toxic, inflammable or combustible items as defined in the Building Code of the City of New York. Failure of a Residential Unit Owner to comply with the use limitations set forth in the immediately preceding sentence may result in issuance by the New York City Department of Buildings of a violation against the Building along with imposition of an associated fine, which fine shall be paid by the violating Residential Unit Owner as more particularly set forth in By-Laws. Notwithstanding the foregoing, Sponsor or its

designee shall have the right to use any unlicensed Storage Bins for any purpose permitted by Legal Requirements (as hereinafter defined) or to change the permitted use of any unlicensed Storage Bins, subject, however, to the provisions of the Declaration. If at any time the licensee of a Storage Bin sells its Residential Unit, it shall simultaneously assign its license of the Storage Bin to another owner of a Residential Unit, and if it fails to do so, the Board shall have the right to terminate the license of the Storage Bin and take possession of the same, without compensation to the licensee. See the "Description of Property and Improvements" Section of Part I of the Plan.

74. **Changes Made Pursuant to the Tax Cuts and Jobs Act**. On December 22, 2017 President Trump signed into Law legislation commonly known as the Tax Cuts and Jobs Act (the "2017 Act"). The 2017 Act made changes to the Code that are generally effective for individual taxpayers for the period January 1, 2018 through December 31, 2025 at which point the relevant Code provisions in effect prior to 2018 again become effective. The 2017 Act makes significant changes to pre 2018 Code provisions relating to tax and interest deductions for home ownership. Purchasers should note that for taxable years commencing on or after January 1, 2018 and before January 1, 2026 deductions for property taxes and state and local income taxes are limited to a combined total of $10,000 in any such year. Purchasers should note that the $10,000 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold. For taxable years commencing on or after January 1, 2026 the $10,000 overall limit on property and state and local income taxes is removed. Prospective Purchasers should refer to the Sections entitled "Income Tax Deductions to Unit Owners and Tax Status of Condominium" and "Opinions of Counsel" below for further discussion.

75. **Tax Deferred Exchanges**. Sponsor makes no representation or warranty as to whether a Unit will qualify as part of a tax-deferred exchange and Purchasers should rely on their own tax attorney or accountant for that determination nor does Sponsor represent that Sponsor can meet Purchaser's requirements to act within Purchaser's time frame. However, the form of Agreement (Exhibit 1 in Part II of the Plan) provides that in the event a Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the applicable Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Agreement other than as set forth therein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without

limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of any Unit.

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

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

77. **Landmark Status.** The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction does not apply to Sponsor, with respect to Unsold Residential Units because Sponsor obtained the Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense for repairs. The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work disclosed in this Plan. As of the date of this Plan, there are no Landmark violations against the Property.

78. **Lead Based Paint.** Local Law 1 of 2004 ("Local Law 1") provides that where an owner has notice that a child under the age of seven (7) resides in the Unit, the "owner" must

conduct annual inspections for peeling paint and deteriorated surfaces. An owner must abate and repair peeling paint, smooth all bare floors and repair deteriorated sub-surfaces and binding doors and windows, whenever the foregoing inspection reveals such conditions or a Unit becomes vacant. The existence of a lead paint hazard is a Class C immediately hazardous violation. The foregoing requirements would apply whenever a Unit Owner rents such Unit Owner's Unit or sells the Unit to a party other than the party residing in such Unit. Sponsor makes no representation whether Local Law 1 will be further modified, whether the City or State of New York will adopt additional laws dealing with lead based paint or what the provisions of such law may be.

Under federal law, Sponsor must provide Purchasers with all available records and material pertaining to lead-based paint and/or lead-based hazards in the Building. Sponsor is not aware of any lead-based paint or lead-based paint hazards in the Building that need to be remedied, and has no records or materials pertaining to same. Sponsor will comply with applicable Law concerning the use of lead-based paint, if applicable.

Purchasers are advised that buildings constructed prior to 1979 may contain lead paint, and buildings constructed before 1960 are presumed to contain lead paint. The ingestion of lead paint poses serious health risks especially in young children. Purchasers are advised to familiarize themselves with New York City Local Law 1 of 2004, a copy of which is included as Exhibit 15 of the Plan. Purchasers for investment are advised that there are certain occupancy and turnover requirements contained therein. Purchasers of a Unit for their own occupancy, particularly those with young children, are additionally advised to consult with a professional to determine the existence of, and any appropriate remediation for lead paint.

79. **Confidentiality.** Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of the Purchase Agreement confidential, except that Sponsor shall be permitted to disclose that the Purchase Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, brokers, architects/engineers, accountants, 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.

80. **Flood Zone Designation**. Sponsor is advised that the New York City Flood Zone Map is being updated post-Super Storm Sandy. As of the date hereof, the Condominium is located in Flood Zone X, on the New York City and FEMA's Flood Zone Map, which is designated as moderate risk flood area. Sponsor is unaware of any construction requirements for this flood zone designation. Consequently, it is difficult to estimate flood related insurance premiums as well as to predict the ultimate flood zone designation of the Building. Flood insurance is not mandatory, however, if Purchaser's lender requires any additional flood insurance, Purchaser will be obligated to obtain such supplemental dwelling flood policy at Purchaser's sole cost and expense.

81. **Construction Loan**. Sponsor has obtained construction financing from Construction Lender. No Residential Units may be rented by Sponsor without the consent of Lender for so long as the loan remains in place. However, Sponsor's unconditional right to rent

rather than sell Units under the Plan shall not be abrogated to the extent Construction Lender gives its consent to rent Units. Construction Lender has not required a minimum number or percentage of Units which must be under contract before the Plan may be declared effective. Construction Lender will release its lien on each Unit being conveyed and its interest in the Common Elements. There are minimum release prices for each Unit set by Construction Lender that must be paid to Construction Lender at Closing in order for Construction Lender to release its lien from the Unit being sold.

82. **Central Heating**. Residential Unit Owners shall be responsible for the payment of central heating to their respective Residential Units.

83. **Reserve Contribution**. Pursuant to a Reserve Study, a reserve is being established for the Condominium for the renewal or replacement of building components or systems or the remedy of major building defects. The Reserve Contribution is provided to conform with Fannie Mae requirements of 10% of the annual operating budget or an amount based upon a property condition assessment and property condition report (the "Reserve Study") be set aside as a reserve for replacement. There is a Reserve Contribution line item in the Budget. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Contribution line item in the Condominium's Annual Budget or pay for necessary repairs or capital items to the Limited Common Elements by special assessment or by increasing Common Charges.

84. **Gas**. Pursuant to Schedule B, gas for the Residential Units shall be commonly metered, and shall be billed to the Residential Units as a common expense. Such expense is included in the Common Charges for the Residential Unit.

B. INTRODUCTION

1. The Offering Plan

Empsrggreene LLC, a Delaware limited liability company ("Sponsor"), hereby presents this offering plan (the "Plan") for the establishment of condominium ownership of certain land consisting of approximately 4,833 square feet on the west side of Greene Street between Grand Street and Broome Street (the "Land"), including a building with six (6) construction floors, inclusive of roof levels and a Cellar level (the "Building") containing four (4) Residential Units, which are referred to collectively as the "Residential Units". The Residential Units and the Residential Common Elements are referred to collectively as the "Residential Section". The Building also contains one (1) Non-Residential Unit, together with the appurtenances thereto. The Land and the Building are collectively referred to herein as the "Property". The condominium will be known as "47-49 Greene Street Condominium" and is called the "Condominium" in this Plan. Sponsor acquired the Land on August 25, 2015 from Les Pieds Nickle's Inc. On July 8, 2019, Sponsor sold the Non-Residential Unit to 47-49 Greene Street Owner LLC (the "Non-Residential Unit Owner") who is not affiliated with Sponsor. The property is an Interim Multiple Dwelling building and was previously occupied and used for residential and commercial uses.

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of the four (4) Residential Units. Each Residential Unit Owner will receive a License for a Storage Bin. The Storage Bin is a Residential Common Element and as such a License is required for the exclusive use. The Residential Section and the Non-Residential Unit will have an entrance on Greene Street.

Prior to the presentation of this Plan, pursuant to a no action letter granted on September 13, 2017 (the "No-Action Letter"), the Sponsor, as owner of the Building established condominium ownership of the Property pursuant to the terms of the Condominium Act. A declaration of condominium, dated October 19, 2017 (the "Original Declaration"), together with the By-Laws for the Property, was recorded in the New York County Office of the Register of the City of New York, New York County (the "Register's Office") on March 9, 2018 as CRFN No. 2018000082806, together with the original Floor Plans for the Property certified by Angelo R. Costa, licensed architect, on February 22, 2018, which Floor Plans were filed in the Real Property Assessment Department of The City of New York as Condominium Plan No. 2848 and recorded in the Register's Office on March 9, 2018 as CRFN No. 2018000082807.

Sponsor reserves the unconditional right to rent or lease, rather than sell, the Offered Units after the consummation of the Plan. As a result, Purchaser may be acquiring a Unit that has been previously occupied, but unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at closing free and clear of all leases and tenancies. Because Sponsor reserves the unconditional right to rent or lease Units, there is no commitment to sell more Residential Units than the fifteen percent (15%) of such Units necessary to declare the Plan effective and, accordingly, Residential Unit Owners may never gain effective control and management of the Condominium and/or Residential Section (See the Sections entitled "Introduction", "Procedure to Purchase", and "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.).

Under the current zoning regulations, the Building is located in an M1-5B zoning district, which permits accessory residential occupancy as of right within Use Group 17D (i.e., as Joint Living/Work Quarters for Artists ("JLWQA")). Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs ("DCA"). Certification as a working artist is necessary in order for an individual to qualify for joint living-working space in the M1-MA and M1-5B zoning districts (SoHo and NoHo). Under Sections 275-6 of Article 7-B of the Multiple Dwelling Law, an "artist" is defined, for the purpose of qualifying for joint living-working quarters in cities with populations of over one million-- as "a person who is regularly engaged in the fine arts, such as painting and sculpture, or in the performing or creative arts, including choreography and filmmaking, or in the composition of music, on a professional basis and is so certified by the city department of cultural affairs and/or state council on the arts." Once granted by the DCA, the artist's certification is valid for as long as the individual certified resides in the loft unit in which he or she resided at the time of certification. Under the DCA's current regulations governing artist certifications, if the artist moves within one (1) year following the date of certification, he or she can request a change of address in his or her certification. If more than one (1) year has elapsed, the individual must apply for recertification, but need only submit information relevant to the period of time, which has elapsed since the date of the original certification. Notwithstanding the foregoing, the Unit may be rented by Sponsor, subject to compliance with any applicable requirements of the zoning regulation, i.e., lessees must be a certified artist.

To the best of Sponsor's knowledge, the JLWQA requirements do not affect Sponsor's ability to procure a certificate of occupancy for the Building. The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units because Sponsor obtained a Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense.

Section 277 of Article 7-B of the Multiple Dwelling Law requires certain construction requirements including but not limited to, exterior walls of the building being non-combustible, at least one window in the unit, window openings in exterior walls shall confirm with the limitations set forth in table 3-4 of the Administrative Code of the City of New York and certain light and ventilation requirements for JLWQA. The plans and specifications identified in this Plan conform to the requirements set forth in Section 277 of Article 7-B of the Multiple Dwelling Law The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work.

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains all of the material terms of the transaction and the basic documents necessary to create the Condominium and to otherwise

effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the Property, certifications of Sponsor and Sponsor's architect, certifications of an expert selected by Sponsor concerning the adequacy of the Budget for the first year of Condominium operation and certain agreements to which the Condominium will be bound. In addition, Sponsor has filed exhibits to the Plan with the Department of Law, which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information). The Plan, including all schedules set forth herein in Parts A, B, C and D of the exhibits, constitutes the entire offer of Sponsor. Copies of the Plan and the exhibits will be available for inspection by prospective Purchasers without charge and for copying at reasonable fees at Sponsor's office and at the offices of the Department of Law, 28 Liberty Street, New York, New York. Copies of the Plan and the exhibits may also be borrowed from Sponsor upon payment of two hundred and fifty dollar ($250) deposit, which amount will be fully refunded after the earlier of (i) the prompt return of all borrowed materials in good condition within ten (10) days or (ii) the execution by the borrower of an Agreement subsequently accepted by Sponsor. All of these documents are important and should be carefully read by prospective Purchaser. Prospective Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Certain Definitions", unless otherwise indicated.

2. The Condominium

The Sponsor is constructing the Building on the Land, which will be subject to a certificate of occupancy. The Building will contain six (6) floors above grade exclusive of roof levels, including six (6) residential floors exclusive of roof levels and Cellar level. The floors in the Building are named (from bottom to top): Cellar, First Floor or "Lobby", Floors 2-6 and roof. As more particularly described herein, the Building will include (a) a Residential Section containing the four (4) Residential Units on Floors 2-6 and the Residential Common Elements which are located on a portion of the Cellar and the First Floor, (b) one (1) Non-Residential Unit, and (c) the Non-Residential Common Elements.

There will be available to occupants of the Residential Section, certain first class residential services, including, but not limited to, concierge service, doorman, automatic elevators, and cable television and internet service at an additional charge, lounge with a kitchen and security systems.

3. Features of Condominium Ownership

The ownership of a Residential Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to his or her Unit and is entitled to the exclusive possession thereof. The owners of the Residential Units are collectively entitled to the exclusive use of the Residential Common Elements. He or she also owns, in common with the owners of all other Residential Units, an undivided interest in (and right to use) the Residential Common Elements, and, in common with the owners of all other Units, an undivided interest in (and right to use) the General Common Elements.

Each Unit Owner is obligated to comply with the Declaration and By-Laws, Rules and Regulations, and any other requirements of the Condominium Board. The Condominium Board shall have the authority to manage the Condominium. The Unit Owners have the right to vote for

members of the Condominium Board after the Initial Control Period.

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage his or her Unit(s) with such lender and in such amount as he or she chooses. However, Sponsor makes no representations about whether a Purchaser will be able to finance the purchase of any Unit. There are no limitations or restrictions upon the rights of the Non-Residential Unit Owner to mortgage the Non-Residential Unit. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

A Unit Owner may decorate the interior of his or her Unit in any way desired except as otherwise provided in the By-Laws and Rules and Regulations and Law, and will be solely responsible for the cost of maintenance and interior repairs to his Unit after Closing. The Board may not limit or restrict the rights of the Non-Residential Unit Owner to decorate the Non-Residential Unit.

Once separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes, and 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. Please refer to the opinion of Holland & Knight LLP, counsel to Sponsor, set forth in full in Part I of the Plan, for a discussion regarding the deductibility for federal, New York State and New York City income tax purposes, of real estate taxes and the interest paid on a mortgage, if any, on a Residential Unit.

The Board does not have the right to approve or disapprove a purchaser of a Residential Unit. With certain exceptions (for example, Sponsor and its designee are not required to give the Board a right of first refusal with respect to any Unsold Units), any sale or lease of a Residential Unit will be subject to a right by the Board to acquire or lease such Residential Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. The Board has the right to reject sales and leases to purchasers and tenants who themselves (or Residents of their Units) have diplomatic immunity or have been convicted of violent crimes or child molestation without being required to exercise the right of first refusal. The Non-Residential Unit Owner may sell or lease all or any portion of its Unit, without any restriction or limitation imposed pursuant to the Declaration or the By-Laws. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers – Sales and Leases of Units". Currently, there is no limit on the number of owners who may purchase for investment (rather than for personal occupancy). Accordingly, there may always be a substantial percentage of owners who are non-Residents.

In order to facilitate the Sponsor's sale of the Units, prior to (a) one (1) year after a Purchaser's closing on its Unit, a Purchaser will not be permitted to sell his or her Unit(s) without obtaining the Sponsor's written approval, and (b) prior to Purchaser's acquisition of a Unit, the Purchaser may not (i) list the Unit for resale with any broker or otherwise, or (ii) advertise, promote or publicize the availability of his or her Unit for sale or lease. In the event that Purchaser violates the foregoing prohibition then any sums received by Purchaser in excess of the Purchase Price paid by Purchaser shall be paid to the Sponsor as liquidated damages. In addition, any such sale or lease, listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives shall constitute a default under the Agreement, entitling Sponsor to the remedies set forth therein and any lease or conveyance in violation of the foregoing will be

voidable by Sponsor.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the "Condominium Act". The Property will be submitted to the provisions of the Condominium Act by Sponsor's recording of the Declaration in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

Generally, the cost of operating the Residential Common Elements will be borne by the Residential Unit Owners in proportion to their respective Common Interests and the cost of operating the Non-Residential Unit and appurtenant Common Elements will be borne entirely by the Non-Residential Unit Owner. Residential Unit Owners, as such, will have no interest in any rents, profits or revenues derived from the rental or use of any space in the Non-Residential Unit and the Non-Residential Unit Owner, as such, will have no interest in any rents, profits or revenues derived from the rental or use of any space in the Residential Section. The costs and expenses of operating and maintaining the General Common Elements will generally be shared by all Unit Owners in proportion to their respective Common Interest except as otherwise provided in the projected "Budget for First Year of Condominium Operation, Schedule B" in Part I of the Plan or in accordance with the terms of the By-Laws. The Condominium Board may make allocations of General Common Expenses and Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with Law. The Condominium Board cannot change the method of allocation of Common Expenses or increase the number of building employees servicing the Non-Residential Unit as set forth in Schedule B, without the consent of the Non-Residential Unit Owner.

The residential members of the Condominium Board will be designated as the Residential Committee and will be responsible for deciding all matters solely concerning the Residential Section. The Non-Residential Unit Owner will be responsible for deciding all matters solely concerning the Non-Residential Unit and the Non-Residential Common Elements. Matters affecting both the Residential Section and the Non-Residential Section or affecting the General Common Elements will be decided by the Condominium Board.

As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Board determines, the Board will assess Common Charges. Such charges will be assessed against Residential Unit Owners in proportion to their respective Common Interests except as otherwise determined by the Condominium Board in accordance with the Condominium Act, Sections 339-i and 339-m. As set forth in the projected "Budget for First Year of Condominium Operation, Schedule B," the Non-Residential Unit Owner shares the costs for insurance, heating, water and sewer, life safety equipment (sprinkler), electricity, administration, contingency for repairs and management fees based upon their Common Interests and share the costs of a portion of other expenses such as the cost for labor and related expenses, capital reserve fund, repairs and maintenance and other miscellaneous office expenses based upon estimated usage. Other costs such as the costs for hot water, gas, service contracts and the elevator contract, are not borne at all by the Non-Residential

Unit Owner because such utilities and/or services are either separately metered or are not used by the Non-Residential Unit Owner.

After the closing of title to a Residential Unit, a Residential Unit Owner will be solely responsible for maintaining casualty insurance with respect to the fixtures, equipment and personal property situated within his or her Residential Unit, as well as liability insurance with respect to occurrences in or about his or her Residential Unit. The By-Laws require that each Unit Owner maintain such insurance coverage. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. See the Section entitled "Rights and Obligations of Unit Owners and the Board of Managers" for a more complete discussion of the foregoing.

There are no limitations on who may purchase Residential Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, an association, a trust or any other entity which is permitted to take title pursuant to New York Law. Notwithstanding the foregoing, Sponsor is not obligated to offer or sell any Units and may, if it chooses, without the consent of either of the Board, any Unit Owner, or mortgagee, to refuse to approve and execute (a) an Agreement for any Unit and (b) an Agreement or Agreements, as the case may be, for more than one Unit to any one person or entity; provided, however, that, in either event, Sponsor shall not discriminate against any person because of his or her race, creed, color, sex, disability, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until an Agreement executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (see the Section entitled "Procedure to Purchase" for more details). Sponsor will not accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under Law.

Current zoning permits the residential use of all Residential Units offered for sale and the Non-Residential use of the Non-Residential Unit. Neither the Condominium Board nor the Unit Owners will have any right to restrict or limit any lawful use of the Non-Residential Unit. It is noted that applicable zoning permits a broad range of uses of such space, including, by way of example only and not by way of limitation, community facility use, retail use, use as an eating and/or drinking establishment and use for service establishments.

Under the current zoning regulations, the Building is located in an M1-5B zoning district, which permits accessory residential occupancy as of right within Use Group 17D (i.e., as Joint Living/Work Quarters for Artists ("JLWQA")). Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs ("DCA"). Certification as a working artist is necessary in order for an individual to qualify for joint living-working space in the M1-MA and M1-5B zoning districts (SoHo and NoHo). Under Sections 275-6 of Article 7-B of the Multiple Dwelling Law, an "artist" is defined, for the purpose of qualifying for joint living-working quarters in cities with populations of over one million-- as "a person who is regularly engaged in the fine arts, such as painting and sculpture, or in the performing or creative arts, including choreography and filmmaking, or in the composition of music, on a professional basis and is so certified by the city department of cultural affairs and/or state council on the arts." Once granted by the DCA, the artist's certification is valid for as long as the individual certified resides in the loft unit in which he or she resided at the time of

certification. Under the DCA's current regulations governing artist certifications, if the artist moves within one (1) year following the date of certification, he or she can request a change of address in his or her certification. If more than one (1) year has elapsed, the individual must apply for recertification, but need only submit information relevant to the period of time, which has elapsed since the date of the original certification. Notwithstanding the foregoing, the Unit may be rented by Sponsor, subject to compliance with any applicable requirements of the zoning regulation, i.e., lessees must be a certified artist.

To the best of Sponsor's knowledge, the JLWQA requirements do not affect Sponsor's ability to procure a certificate of occupancy for the Building. The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units because Sponsor obtained a Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense.

Section 277 of Article 7-B of the Multiple Dwelling Law requires certain construction requirements including but not limited to, exterior walls of the building being non-combustible, at least one window in the unit, window openings in exterior walls shall confirm with the limitations set forth in table 3-4 of the Administrative Code of the City of New York and certain light and ventilation requirements for JLWQA. The plans and specifications identified in this Plan conform to the requirements set forth in Section 277 of Article 7-B of the Multiple Dwelling Law The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work.

Sponsor has obtained construction financing from Construction Lender. No Residential Units may be rented by Sponsor without the consent of Lender for so long as the loan remains in place. However, Sponsor's unconditional right to rent rather than sell Units under the Plan shall not be abrogated to the extent Construction Lender gives its consent to rent Units. Construction Lender has not required a minimum number or percentage of Units which must be under contract before the Plan may be declared effective. Construction Lender will release its lien on each Unit being conveyed and its interest in the Common Elements. There are minimum release prices for each Unit set by Construction Lender that must be paid to Construction Lender at Closing in order for Construction Lender to release its lien from the Unit being sold.

Since the mortgages and construction loans that will encumber the Property will not be satisfied at or prior to the First Closing, at or prior to the First Closing, each mortgagee will either: (i) consent to the formation of the Condominium and acknowledge that its lien will be limited to Unsold Units; (ii) subordinate the lien of its mortgage to the Declaration; or (iii) release its lien on the Unit being conveyed and its interest in the Common Elements.

The Condominium Board does not have the right to approve or disapprove purchasers, and

as a result, there is no limit on the number of owners who may purchase a Unit for investment rather than for personal occupancy, and there may always be a substantial percentage of Unit Owners who are non-Residents.

THE PURCHASE OF A CONDOMINIUM UNIT 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.

4. **Offering of Units for Sale**

Sponsor hereby offers for sale four (4) Residential Units. All equipment and fixtures described in this Plan as being included in a Unit are included in the Offering Price. The prices for each of the Units offered under the Plan are listed in Schedule A entitled "Offering Prices and Related Information, Schedule A". **THE PRICES CONTAINED IN THIS PLAN HAVE BEEN SET BY SPONSOR WITHOUT ARMS LENGTH NEGOTIATION AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.**

The estimated Common Charges for each Unit for the first year of operation of the Property as a condominium are also set forth in Schedule A.

Sponsor will endeavor in good faith to sell all of the Offered Units in a reasonably timely manner; however, there is no certainty as to the period of time required to sell all of the Offered Units. However, under the terms of this Plan, Sponsor may decide to rent certain Offered Units from time to time. As a consequence of the foregoing, Residents of the Condominium may be comprised of Residential Unit Owners and tenants leasing from Sponsor or other Residential Unit Owners. Accordingly, it is possible that a significant proportion of Unit Owners will not be Residents of the Building and that a significant portion of tenants in the Building may not be Residential Unit Owners and a Residential Unit Owner seeking to resell or refinance a Residential Unit may experience difficulty. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the fifteen percent (15%) necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium. However, the Residential Unit Owners will obtain control of the Condominium Board at the expiration of the Initial Control Period (as such term is defined in the Condominium By-Laws). See Section of the Plan entitled "Rights and Obligations of Sponsor" for further detail.

Sponsor reserves the right to sell ten percent (10%) or more of the total number of Residential Units and to designate the purchaser of such block(s) of Units as a "sponsor" under this Plan. The party so designated as a "sponsor" or "sponsor-designee" will have those additional rights and obligations (including the obligation to comply with all applicable Legal Requirements) applicable to a "sponsor" or "sponsor-designee" as more fully described in the Plan including the assumption of the status and all of the obligations of Sponsor for those Units under this Plan, applicable Laws or regulations.

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 its designee has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be 70% or higher. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Each Purchaser of a Residential Unit will be required to make a contribution to the Working Capital Fund of the Residential Section, as the case may be. Such contribution, to be made at the time of Closing of the Unit, shall be in an amount equal to two (2) months' of Common Charges in effect at the time of closing for each Unit purchased. (See the Section entitled "Working Capital Fund and Apportionments").

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against his or her Unit, interest and amortization payments on the mortgage, if any, which such Purchaser may, at his or her option, obtain, and charges for electricity consumed in his or her Unit.

The charges for electricity consumed by each Residential Unit Owner individually will be separately metered and billed to each Unit Owner by Con Ed. Water charges and sewer rents, assessed by The City of New York, will be billed to the Unit Owner as a Common Expense. The costs and expenses of central heat and gas with respect to the Residential Section will be included in Residential Common Charges; Residential Unit Owners will be required to pay charges for electricity consumed by the fan coil HVAC Units for each Residential Unit which provides air conditioning and heating to each Residential Unit. Electricity and gas in the Non-Residential Unit will be separately metered and water and sewer provided to the Non-Residential Unit will be separately sub-metered. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Residential Unit. See the Notes to Schedule A with respect to the bases of such estimates. See Schedule B-1 for the projected Budget for Individual Energy Costs for the First Year of Condominium Operation.

All excess Development Rights otherwise appurtenant to the Property and not used in connection with the Building as described in this Plan as of the recordation of the Declaration will be conveyed to the Sponsor or its assignee (the "Development Rights Owner"). As a result, unless Development Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements, may not be possible or may be limited. Further, as a result of such reservation by the Development Rights Owner, the Development Rights Owner may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased as a result of such transfer or sale.

The Development Rights reserved by the Development Rights Owner will not be used to add additional floors to the top of the Building. The Development Rights reserved by the

Development Rights Owner may be used in the case of a sale or transfer for use in connection with other properties. In the event such excess Development Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected.

The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense. The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work.

C. CERTAIN DEFINITIONS

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

"Adversely affect", or "adverse effect", as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Owners, that such action or change could, if realized, (i) materially increase the Common Charges payable by such Unit Owner or Owners, (ii) materially interfere with such Unit Owner's access to its Unit or Units, (iii) materially obstruct or degrade the view from the windows of such Unit Owner's Unit or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of its Unit or Units.

"Agreement" or "Purchase Agreement" refers to the agreement to purchase a Residential Unit pursuant to the Plan, the form of which is Exhibit 1 in Part II of the Plan.

"Amenities" refers to the items described in the section of the Plan entitled "Services and Facilities."

"Board" refers to the Condominium Board.

"Building" refers to the structures and improvements including above and below grade segments, known as "47-49 Greene Street Condominium" located at 47-49 Greene Street , New York, New York in which the Units of the Condominiums are located.

"Building Code" refers to the New York City Building Code.

"By-Laws" refer to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.

"Cellar" refers to lower level of the Building.

"City Register's Office" refers to the New York County office of the Register of The City of New York.

"Claim" shall have the meaning ascribed thereto in Special Risk 71.

"Closing" refers to the time, place and procedure by which fee title to the Residential Unit in question is conveyed to a Purchaser pursuant to a fully executed Agreement.

"Closing Date" refers to the date on which Closing occurs.

"Common Charges" refer to assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting Common Expenses.

"Common Elements" refer to the Land and all parts of the Building, including its foundations, and supports, other than the Units and the Limited Common Elements.

"Common Expenses" refer to costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appertaining to each Unit determined in accordance with the Declaration. The Common Interest is the basis of determining, among other things, a Unit Owner's share of any distributions upon termination of the Condominium.

"Completion Date" shall be the date when the Building is substantially complete and the first TCO for a Residential Unit is issued and is anticipated to be on approximately January 1, 2021.

"Condominium" refers to the 47-49 Greene Street Condominium.

"Condominium Act" refers to the New York Condominium Act, as amended from time to time and presently found in the New York Real Property Law, Article 9B.

"Condominium Board" refers to the overall board of managers of the Condominium comprised of representatives of the Unit Owners.

"Condominium Documents" shall mean the Offering Plan, the Declaration and the By-Laws, and any other documents in connection thereto.

"Construction Lender" shall mean First Republic Bank having an address at 111 Pine Street, San Francisco, CA 94111.

"Correction Report" shall have the meaning ascribed thereto in Special Risk 71.

"CPI Increase Factor" refers to an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Board.

"Custom Work" and "Custom Work Costs" are defined in Special Risk 39.

"Declarant" or "Developer" refers to Empsrggreene LLC, a Delaware limited liability company, which is developing the Property.

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

"Department of Law" refers to the New York State Department of Law.

"Development Rights" refers to the excess Development Rights appurtenant to the Property after the development of the Building and any additional Development Rights that are granted to

the Property in the future, which are further described in Section GG.

"DR Owner" refers to the Owner of the Development Rights, which will initially be the Sponsor.

"Escrow Agent" refers to Holland & Knight LLP.

"Fannie Mae" refers to the Federal National Mortgage Association.

"FCO" refers to a final certificate of occupancy.

"FHA" refers to the Federal Housing Authority.

"First Annual Meeting" refers to a meeting of Residential Unit Owners called within thirty (30) days after the end of the Initial Control Period.

"First Closing", or words of similar import, refers to the date fee title to the first Residential Unit is conveyed to a bona fide Purchaser pursuant to the Plan.

"Floor Plans" refer to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Bureau of The City of New York and filed with the City Register's Office.

"GBL" refers to the New York General Business Law.

"General Common Charges" refer to assessments payable to the Condominium Board by the Residential Committee and the Non-Residential Unit Owner for the purpose of meeting General Common Expenses.

"General Common Elements" refer to the Land and all parts of the Building, including its foundations, and supports, other than the Units and the Common Elements.

"General Common Expenses" refer to costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements.

"Initial Control Period" refers to the period ending the earlier to occur of: (i)) the Closing of title by Sponsor or its designees of all the Residential Units or (ii) five (5) years after the First Closing.

"Inspecting Professional" shall have the meaning ascribed thereto in Special Risk 71.

"Land" refers to the Property, other than the Building and the appurtenances thereto.

"Law" or "Legal Requirements" means the laws, statutes, treaties, rules, codes, ordinances, and regulations of any or all of the federal, state, city, county and local governments and rules, regulations, orders and/or directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities having jurisdiction over the Condominium, the Property or any part thereof, including Common Elements and the

Units, and/or the direction of any public officer pursuant to any such laws, and to the extent a Unit Owner and/or the Board, the Property or any part thereof, including any Unit or any part of the Common Elements, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any such governmental authorities.

"Limited Common Elements" refer to those Common Elements serving some, but not all, of the Unit Owners, including the Residential Common Elements and Non-Residential Common Elements.

"Lobby" refers to the portion of the Ground Floor of the Building, which is the entrance to the Residential Section.

"Managing Agent" refers to the managing agent or manager of the Condominium.

"Non-Residential Common Elements" means those Common Elements which solely serve or benefit the Non-Residential Unit and/or the Non-Residential Unit Owner.

"Offered Units" refers to the Residential Units being offered for sale by the Sponsor.

"Original Scheduled Closing Date" refers to the initial date scheduled by the Sponsor for the Purchaser's closing.

"Permitted Encumbrances" refer to those title encumbrances on a Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement set forth in Part II of the Plan.

"Permitted Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

"Permitted Mortgagee" refers to the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holders of the construction loan mortgages given by Sponsor to acquire and construct the Property.

"Plan" or "Offering Plan" refers to this offering plan for the establishment of condominium ownership, as the same may be amended from time to time.

"Plans and Specifications" refers to the plans and specifications for the Building which (to the extent required by Law) are filed with, and approved by, the Department of Buildings of the City of New York and identified in the Plan, which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of the Plan.

"Proceeding" shall have the meaning ascribed thereto in Special Risk 71.

"Property" refers to the Land, the Building and the appurtenances thereto.

"Purchase Price" means the purchase price for a Residential Unit.

"Purchaser" refers to person(s) or entity(ies) named as Purchaser(s) in an Agreement which has been duly executed by such person(s) or entity(ies) and accepted by Sponsor.

"Residential Committee" refers to the Residential Unit Owners serving on the Condominium Board.

"Residential Common Expenses" refers to capital repairs, additions, improvements, alterations and restorations to the Residential Section, which will be borne solely by the Residential Unit Owners.

"Residential Section" refers to the Residential Units and the Residential Common Elements.

"Residential Unit" refers to any Unit designated as a Residential Unit in the Declaration, and all such Residential Units, are, collectively, referred to as the "Residential Units."

"Residential Unit Owner" refers to any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owners."

"Residents" refer to the people residing in the Building regardless of whether they are Unit Owners, renters, or other occupants of the Units.

"Residential Common Elements" refer to those Common Elements which serve or benefit exclusively one or more but not all of the Residential Units and/or the Residential Unit Owners.

"Rules and Regulations" refer to the rules and regulations of the Condominium, as annexed as to the By-Laws, which may be amended from time to time.

"Schedule A" refers to "Offering Prices and Related Information, Schedule A" set forth in Part I of the Plan.

"Schedule B" refers to the projected "Budget for First Year of Condominium Operation, Schedule B" set forth in Part I of the Plan.

"Selling Agent" refers to Core Group Marketing LLC or any successor selling agent at the time in question.

"Sponsor" refers to Empsrggreene LLC, a Delaware limited liability company, and its successors and assigns.

"Sponsor and/or its designee(s)", "Sponsor or a designee of Sponsor" or similar terms refers to Sponsor and any designee of Sponsor including a purchaser of Unsold Units.

"Sponsor's Board Designees" refers to Sponsor's designees on the Condominium Board.

"Sponsor Parties" shall have the meaning ascribed thereto in Special Risk 71.

"TCO" refers to a temporary certificate of occupancy.

"Terraces" refers to the terraces or balconies that are appurtenant to some of the Residential Units.

"Time Being of the Essence" or "Time of the Essence" shall mean that a failure by Purchaser to do what is required at the time specified in the Agreement is a material breach of the Agreement and an Event of Default entitling Sponsor to the remedies set forth in this Plan and the Agreement.

"Total Offering" refers to the total sales price of the Residential Units described on the corner of the cover page to the Plan.

"Unavoidable Delays" refer to delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, terrorist acts, shortage of or failure or inability to secure materials or labor by reason of priority or similar regulation or order of any government or regulatory body or lightning, earthquake, fire, storm, hurricane, flood, explosion, act of God or any cause similar to any of the causes hereinabove state; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause similar to the causes stated above.

"Unit" or "Condominium Unit" refers to space designated as a Unit in the Declaration, consisting, generally, of either a specific residence or a portion of the space in the Building, together with an appurtenant proportionate undivided interest in the General Common Elements. All of such Units are collectively referred to as "Units."

"Unit Deed" refers to the form of unit deed set for as Exhibit 5 in Part II of the Plan.

"Unit Owner" refers to the owner of any Residential Unit or Non-Residential Unit, and all of such Residential Unit Owners and Non-Residential Unit Owner are collectively referred to as the "Unit Owners."

"Unit Power of Attorney" refers to the form of unit deed set for as Exhibit 4 in Part II of the Plan.

"Unsold Unit" refers to (a) any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee, or a Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor, or one or more of their principals, is a member or (b) any Residential Unit for which there is a signed Agreement but for which Closing has not yet occurred.

"Waiver Period" refers to the time period during the Condominium's initial two (2) fiscal years, during which Sponsor has reserved the right to waive the collection of Common Charges from the Residential Unit Owners for a period of time beginning from the date of the First Closing.

"Waiver Period Operating Expenses" is defined in Special Risk 22.

All other capitalized terms used in Part I of the Plan not separately defined in Part I shall

have the meanings ascribed thereto in the By-Laws or in the Declaration, as the case may be.

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

1. Construction of the Building

The Building contains a Residential Section consisting of the Residential Units, the Residential Common Elements and a Non-Residential Section, consisting of one (1) Non-Residential Unit, and the Non-Residential Common Elements (the "Non-Residential Section").

The Building, including the individual Units therein, is a rehab project which will be completed substantially in accordance with the Plan and Specifications and all applicable zoning and building Laws, regulations, codes and other government requirements. Such rehab work includes but is not limited to new finish flooring, new passenger elevator, first floor lobby and fire and sprinkler system. No asbestos containing material will be present in insulating or fire-proofing material contained in the Building. Following completion of the FCO for the Units and the Building will be issued by the Department of Buildings of the City of New York and copies of the Plans and Specifications for the Building will be filed with the Department of Buildings of the City of New York. Purchasers should refer to the "Description of Property" report included as Exhibit 6 in Part II of the Plan for complete details concerning the renovation.

Under the present construction schedule it is anticipated that, except for finishing work to stairways, hallways, and other areas of the Building which are not intended for the exclusive use of any particular Unit Owner, and work, if any, which Sponsor performs in individual Units, certain Units will be substantially completed by the Completion Date, which is anticipated to be on or about January 1, 2021, and a first TCO with respect to portions of the Building will be obtained on or about the Completion Date both subject to Unavoidable Delays. Sponsor does not, however, warrant or guarantee the foregoing completion or occupancy dates for the Building. The first TCO may be issued for some but not all of the Units and Sponsor may complete construction of certain Units before others.

Sponsor has engaged DXA Studio Architecture PLLC ("Sponsor's Architect") as architects for the Building, as mechanical engineer for the Building and, as the structural engineer for the Building.

Sponsor reserves the right to amend or modify the Plans and Specifications in any way not material to this offering or in a manner disclosed in this offering, including, without limitation, changing materials, appliances, equipment, fixtures and other construction and design details set forth therein or in the "Description of Property" set forth in Part II of the Plan and to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better quality, provided that any necessary approval of any governmental authority having jurisdiction thereof is timely obtained. Any or all of the foregoing shall give rise to no right of rescission on the part of any Purchaser and may be made without prior notice or amendment to the Plan.

Sponsor shall make no change to the size or number of Units and/or their respective percentage of common interests, and that no material change will be made to the size or quality of Common Elements, except by amendment to the Plan and where applicable, to the Declaration. Unless an affected Purchaser consents, no material change shall be made in the Unit size, layout or percentage of common interest if a Purchase Agreement has been executed and delivered to

Sponsor for that Unit and the Purchaser is not in default. Unless all Purchasers consent, no material change will be made in the size and no material change will be made in the quality of the Common Elements.

The location in the Building, and the size, layout and approximate square footages of the Units are shown on the floor plans duplicated in Exhibit 7 of Part II of the Plan (the "Unit Plans"). Such plans are subject to the rights of Sponsor or its designee to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I, the Section entitled "Changes in Prices and Units" hereof. Any floor plan or sketch shown to a Purchaser, including those set forth in this Plan are only an approximation within reasonable tolerances of the dimensions and layout of each Unit. Where an Agreement for a Residential Unit has been countersigned by Sponsor and returned to Purchaser, no material change will be made in a Unit's size, layout or proportionate share of aggregate common interest unless (i) the affected Purchaser consents; (ii) the Purchaser is in default beyond all applicable grace and cure periods and has not contested a declaration of default; or (iii) such changes are required to conform with Legal Requirements. There is a rebuttable presumption that a Unit size that is diminished by 5% or less is not material.

The Building incorporates mechanical equipment necessary for the maintenance and operation of the Building and the Units. The Condominium Board, with respect to such mechanical equipment which is a Common Element will be responsible for making sure the mechanical equipment is operated in accordance with Legal Requirements, including requirements governing acceptable levels of noise and odor emissions. Sponsor is not responsible for, nor can Sponsor make any guarantees regarding the level of noise or odors resulting from the operation of the Building or the Units.

2. **Residential Units**

Subject to the rights of Sponsor and its designee to change the number of Residential Units, there will be a total of four (4) Residential Units situated on the Second Floor through Sixth Floor of the Building. Detailed descriptions of the Residential Units including a finish schedule are set forth in the Declaration and in the "Description of Property" in Part II of the Plan. See also the Section entitled "Changes in Prices and Units." Please refer to Schedule A for further details.

Under the current zoning regulations, the Building is located in an M1-5B zoning district, which permits accessory residential occupancy as of right within Use Group 17D (i.e., as Joint Living/Work Quarters for Artists ("JLWQA")). Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs ("DCA"). Certification as a working artist is necessary in order for an individual to qualify for joint living-working space in the M1-MA and M1-5B zoning districts (SoHo and NoHo). Under Sections 275-6 of Article 7-B of the Multiple Dwelling Law, an "artist" is defined, for the purpose of qualifying for joint living-working quarters in cities with populations of over one million-- as "a person who is regularly engaged in the fine arts, such as painting and sculpture, or in the performing or creative arts, including choreography and filmmaking, or in the composition of music, on a professional basis and is so certified by the city department of cultural affairs and/or state council on the arts." Once granted by the DCA, the artist's certification is valid for as long

as the individual certified resides in the loft unit in which he or she resided at the time of certification. Under the DCA's current regulations governing artist certifications, if the artist moves within one (1) year following the date of certification, he or she can request a change of address in his or her certification. If more than one (1) year has elapsed, the individual must apply for recertification, but need only submit information relevant to the period of time, which has elapsed since the date of the original certification. Notwithstanding the foregoing, the Unit may be rented by Sponsor, subject to compliance with any applicable requirements of the zoning regulation, i.e., lessees must be a certified artist.

To the best of Sponsor's knowledge, the JLWQA requirements do not affect Sponsor's ability to procure a certificate of occupancy for the Building. The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units because Sponsor obtained a Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense.

Except as otherwise agreed by the parties, the Residential Units will be delivered to Purchasers with a primer plus one finish coat of paint. Each Purchaser will be obligated to do all other painting and decorating of his or her Residential Unit at his or her own cost and expense.

Included in the sale of each Residential Unit are the following: refrigerator/freezer, kitchen cabinets, induction range, automatic dishwasher, garbage disposal, washing machine and dryer and a centrally controlled heating and cooling system. The manufacturer, model number and specifications for the foregoing appliances and equipment are set forth in the "Description of Property." As more fully set forth under the Section entitled "Description of Property and Improvements – Construction of the Building," these fixtures, appliances and equipment are subject to change by Sponsor. Sponsor may negotiate to make modifications or changes in any Residential Unit or to do Custom Work therein to provide different or additional appliances, equipment furnishings or decorations, provided that Sponsor shall not be bound to do so unless agreed to by Sponsor in a written instrument which is incorporated as an addendum to the Agreement.

A Residential Unit Owner may only use his or her Residential Unit for a purpose consistent with the local zoning ordinance, as amended from time to time, any other applicable ordinance or statute, and any regulation of a governmental authority with jurisdiction over the Condominium, including, but not limited to, local Codes and the Multiple Dwelling Law, as such statutes, ordinances and regulations may be amended from time to time, but in no event may a Residential Unit Owner use his Residential Unit for a use violative of the By-Laws or the deed restrictions which are described in this Plan. Residential Units cannot be leased for terms shorter than one year.

There will be no modifications or extras for any Residential Unit unless set forth in the Agreement for such Residential Unit. Moreover, Sponsor shall not be obligated to correct and shall have no liability or responsibility to any Purchaser for, and no Purchaser shall be entitled to any reduction in or credit against the Purchase Price of his or her Residential Unit or be otherwise relieved from performing his or her obligations under the Agreement as a result of minor or insubstantial inaccuracy or error in the floor plans for such Residential Unit as set forth in Part II of the Plan.

In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to the Purchaser of the Residential Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the Purchase Price for such Residential Unit.

3. **Non-Residential Unit**

The Non-Residential Unit consist of the one (1) Non-Residential Unit, which will occupy a portion of the Cellar and the First Floor stores. The Non-Residential Unit will include space that may be utilized for any lawful purpose. On July 8, 2019, Sponsor sold the Non-Residential Unit to 47-49 Greene Street Owner LLC (the "Non-Residential Unit Owner") who is not affiliated with Sponsor.

The Board will have no right to restrict or limit the method of operation or any uses or appearance of the Non-Residential Unit, which are permitted by Law and/or applicable zoning ordinances, except as otherwise provided in the By-Laws. No rules affecting the operation of the Non-Residential Unit may be adopted or modified by the Board without the prior written consent of the affected Non-Residential Unit Owner. All or any part of the Non-Residential Unit may be leased or subleased by the Non-Residential Unit Owner, as more fully set forth in the Declaration. Subject to compliance with all applicable Laws and governmental rules and regulations, if any, the Non-Residential Unit may be sold without prior notice. (See the Section entitled "Changes in Prices and Units"). The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Non-Residential Unit.

Sponsor and the Non-Residential Unit Owner have an easement to use the sidewalks surrounding portions of the Building for purposes permitted by Law. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as allocations are reasonable under the circumstances and are in accordance with applicable provisions of the Law.

No representation is made with respect to the ownership of all or any portion of the Non-Residential Unit or as to who the tenants or occupants of any portion of the Non-Residential Unit may be at any time. No representation is made as to the uses to which any portion of the Non-Residential Unit may be put at any time (except that the Non-Residential Unit may be used for any lawful purpose or as otherwise limited by the Plan). The use of the Non-Residential Unit may generate noise or other disturbances over which the Residential Unit Owners will have no control.

The Non-Residential Unit may be divided by the Non-Residential Unit Owner. Any such sale or division by the Non-Residential Unit Owner shall be fully disclosed in a duly filed amendment to the Plan. (See the Section entitled "Changes in Prices and Units"). The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any space in the Non-Residential Unit.

4. **General Common Elements**

Generally, the General Common Elements consist of all Common Elements other than the Residential Common Elements and Non-Residential Common Elements and include, among other things, the following: (a) the Land; (b) all foundations, footings, columns, girders, concrete floor slabs and ceilings (except to the extent included as the Residential Common Elements), beams, supports, and interior load bearing walls, together with those portions of the exterior walls of the Building, (c) corridors and all fire staircases, landings and stairs which are not Residential Common Elements, or part of any Unit; (d) meter rooms, electrical rooms, gas meter room, pump room, domestic hot water room, and janitorial toilet and sink; (e) general illumination fixtures and security systems; (f) all passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building serving both the Residential Section and Non-Residential Section, which are not Residential Common Elements, Non-Residential Common Elements or part of any Unit; (g) the water tower; (h) the emergency generator room; and (i) all other parts of the Building and the apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance or safety of both the Non-Residential Section and the Residential Section. A detailed description of the General Common Elements is set forth in the Declaration.

5. **Residential Common Elements**

Generally, the Residential Common Elements include, among other things, the following: (a) Residential elevators (including their shafts, pits, machinery and appurtenant facilities); (b) the exterior glass surfaces of all Residential Section windows; (c) the entrance to the Residential Section and Lobby, vestibule, package room, toilette, elevator lobby, security system, concierge station, service vestibule and service corridor and the mailroom on the Ground Floor of the Building; (d) passages, hallways, stairs and corridors to the extent any of the same are for the exclusive use of the Residential Section; (e) electric panels, closets, feeders and risers serving the Residential Section; (f) the service vestibule and trash chutes servicing each of the floors; (g) all mechanical space and other rooms, areas and spaces located in the Building serving exclusively the Residential Units, the Residential Common Elements and which are not General Common Elements, Non-Residential Common Elements, or part of any Unit; (h) all other apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit exclusively the Residential Units; and (i) the residential amenities located in the Cellar, i.e. the storage room, the Ground Floor and Second Floor. Residential Common Elements benefit and exclusively serve Residential Units, while General Common Elements serve all of the Units-both Residential Units and the Non-Residential Unit.

6. **Services and Facilities**

Generally, all services normally associated with the operation and maintenance of a luxury residential condominium will be provided to Residential Unit Owners at no cost other than Common Charges; these services and facilities are described below. There will be a variety of other services offered which will be available to Residential Unit Owners at their option. Notwithstanding the foregoing, however, the Board shall at all times maintain, operate and staff the Building in compliance with, and subject to, all applicable Legal Requirements.

Under present plans, all of the services and facilities described herein will initially be provided and made available to Residential Unit Owners within one (1) year following the First Closing.

a. Entrance

The Building will have entrances on Greene Street.

b. Elevator Service

An automatic passenger elevator will be in service, twenty-four (24) hours a day, seven (7) days a week, for the exclusive use of Residential Unit Owners residing in the Building.

c. Cable Television Service

A cable television system will be available for the use of the Residential Unit Owners. The charges for primary connections and subsequent monthly fees related to the service will be determined by, and payable by the Unit Owner directly to the cable company. At the present time the two primary cable television providers are Charter Communications Holding Company (d/b/a "Spectrum") and Verizon Communications (the "Cable Companies"). Additional cable service (i.e., Home Box Office or Showtime) will also be available from the Cable Companies providing the service for an additional charge on the same basis. A cable outlet will be located in each living room and bedroom. Sponsor makes no representation that cable television service will be available to any Residential Unit Owner upon its initial occupancy of a Residential Unit. Sponsor will enter into agreements with the Cable Companies the right to install wires, cables and other components of their systems (the "Cable Facilities") in the Building's internal conduit system and granting the Cable Companies easements for the installation, repair or replacement of the Cable Facilities and certain rights to relocate the Cable Facilities which shall remain the property of the Cable Companies (the "Cable Agreement"). The Condominium will own and maintain the internal conduit system in which the Cable Facilities are located. The Condominium will be subject to and bound by the terms of the agreements with the Cable Companies.

d. Electrical Systems Telephone Service and Internet Access

Electrical service will be metered and separately billed to each Unit Owner by Consolidated Edison. Local and long distance telephone, internet and cable service will be provided by Verizon or other telephone service provider and separately billed to each Unit Owner. Each Residential Unit will be prewired for data and telephone service. All charges for hi-speed internet service (including activation, installation and subscription charges) will be paid by each Unit Owner who subscribes directly to the hi-speed internet service provider.

e. Mail & Packages

All incoming mail for the Residential Units will be delivered by the United States Postal Service, who will place it in mailboxes on the First Floor.

f. Laundry

Each Residential Unit will contain a washer and dryer. There will not be a separate laundry room in the Cellar.

g. Refuse Disposal

There will be a refuse chute on each floor serving the Residential Units leading directly to the Compactor Room in the Cellar.

h. Bicycle Storage

Bicycle Storage will be provided on the Cellar Floor of the Building.

7. **General Provisions Concerning Services and Facilities**

No representation or warranty is made as to the continued operation of any of the foregoing services or facilities and neither Sponsor nor the Board shall have any liability with respect to or arising from any Unit Owner's, tenant's or occupant's use of any of the foregoing or the amount of the fees charged therefor.

In all likelihood, the nature of the services listed above, the hours during which they are provided and the rates charged for same will change from time to time, in the discretion of the Board, the Managing Agent or other party providing the service. However, all services required by Law will be provided at all times. Neither Sponsor, the Managing Agent, the Selling Agent, nor the Board will in any event be liable for the availability, interruption, discontinuance or quality of any of such services, including, but not limited to, any services provided by any outside company or person, other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury or damage occurs as a result of the gross negligence or willful misconduct of Sponsor, the Managing Agent, the Selling Agent, or the Board, as the case may be.

The Board has complete discretion in determining how those facilities that are owned/controlled by the Board will be operated, maintained or modified, whether facilities should be added or discontinued, and the rates to be charged for their use. No representation or warranty is made as to the continued operation or existence of any of the foregoing facilities, or the amount of the fees charged therefor.

Prospective Purchasers are advised that all services and facilities described in the Plan will be completed within eighteen (18) months of the First Closing. Availability of services and facilities shall not impact the Common Charges payable by Unit Owners, which shall be due unless there is a waiver of Common Charges as described herein. However, it is anticipated that at all

times after the First Closing, the Lobby will be attended 24 hours per day, seven days per week, and there will be at least one elevator servicing every floor on which there are occupied Residential Units. The interim level staffing will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may be incomplete and may be disrupted temporarily and from time to time.

Purchasers are further advised to note that construction in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors, and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption, construction dust, debris and inconvenience. Thus, for a period of time following the First Closing through, including and beyond the closing of title to any particular Purchaser's Residential Unit, work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual Residential Unit Owners within their Units (to perform custom renovations, etc.); and (iii) the Non-Residential Unit Owner to complete equipping its Unit. During at least the first year of operation, construction workers and related personnel of Sponsor and others will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of renovation, fitting out of, and moving into, the Units and other portions of the Building which may compromise the security of the Building from time to time. Elevators and personnel may be taken out of service and diverted to facilitate renovation and exterior hoists may be in place during at least the year following the First Closing and from time to time thereafter, as needed, in connection with construction being performed in Units by the Unit Owners thereof. Sponsor may not fully complete the decoration or finishing of the Lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions may create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. Further, the Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service periods or periods of potential disruption of the Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

No roads will be constructed by Sponsor. The Residential Units will have an entrance on Greene Street, which is a public road.

8. **Security Procedures**

The Board is vested with the responsibility of devising and carrying out security procedures with respect to the Residential Section. Such procedures may be adopted and from time to time changed by the Board as such Board, in its discretion, determines to be appropriate to secure the Building.

No representation or warranty is made and no assurance is given that the security systems and procedures of the Residential Section and of the Condominium will prevent personal injury or damage to or loss of personal property. While Unsold Units are being offered for sale or lease by Sponsor or its designees there will be a greater number of visitors to the Residential Section than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor nor its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents. Please refer to the Description of Property set forth in its entirety in Part II of the Plan for further details regarding security procedures.

E. LOCATION AND AREA INFORMATION

1. Location and Services

The Condominium is located in the SoHo neighborhood of Manhattan in the City of New York, on Greene Street between Broome Street and Grand Street.

New York City is the largest city in the United States, as well as one of the principal urban centers of the world. Manhattan is the center of New York City, containing numerous business and financial centers, excellent regional transportation, cultural activities, recreational and open-space park areas, educational facilities, superb medical centers and a vast array of restaurants. New York is the nation's principal financial center. It is the home of the New York Stock Exchange. About 50 of the country's "Fortune 500" corporations have their principal corporate headquarters in Manhattan; almost a quarter of the nation's major law firms, and the "big four" accounting firms maintain offices in Manhattan. Manhattan is also recognized as the national center of the advertising, communications, broadcasting, publishing and garment industries.

Shopping, Commercial and Recreational Facilities

The Building is located in SoHo, which is one of Manhattan's most diverse neighborhoods. The area includes residential apartments, museums, art galleries, commercial offices, shopping and restaurants. Currently, there is a new growth of residential apartments in the area. There is a wide variety of commercial establishments located near the premises including pharmacies, grocery stores, banks, and other stores. Numerous attractions are located within easy access to the Condominium including Broadway and Hudson River Park, and various art galleries and museums. The Condominium is also near many fine dining restaurants, active nightlife, and luxury shopping boutiques.

Schools

Numerous private schools, public schools and parochial schools are easily accessible from the Condominium. The public schools in the area include P.S. 003 Charrette School located at 490 Hudson Street; M.S. 297 located at 75 Morton Street; Broome Street Academy Charter School located at 121 Avenue of the Americas; and NYC iSchool located at 131 Avenue of the Americas. Certain public school programs require that parents apply for admission for their children. Private schools in the area include Portfolio School located at 27 North Moore Street and Pine Street School located at 25 Pine Street. Private schools in the area for children with special needs include Winston Preparatory School located at 126 West 17th Street.

SPONSOR MAKES NO REPRESENTATION AS TO WHICH PUBLIC SCHOOL OR PRIVATE SCHOOL THE CHILDREN WHO LIVE IN THE BUILDING WILL ATTEND.

Transportation

New York City is served by three major airports - LaGuardia Airport, John F. Kennedy International Airport and Newark Liberty International Airport. Passenger railroad service is provided from Pennsylvania Station located at Seventh Avenue and West 33rd Street,

and Grand Central Station located at Lexington Avenue and 42nd Street. Transportation to and from the Building, and through New York City, is available by taxi, limousine, and private automobile. Public transportation via subways and buses is also readily available. Subway lines 1, 2, A, C, E, F, N, Q, R and W are available at the Canal Street subway stations; subway lines B, D and M are available at the Broadway and Lafayette Street subway station; and subway line 6 is available at the Spring Street subway station. In addition, the area is serviced by the following bus lines: M1, M55, SIM1C, SIM3C, SIM4C, X27 and X28. The PATH train is accessible at the World Trade Center Transportation Hub.

Police, Fire, Water, Postal Service, Sanitation, Snow Removal and Road Maintenance

These services are provided by The City of New York and all charges (except water) are financed through real estate taxes paid by Unit Owners to The City of New York. The nearest police station is the First Precinct located at 16 Ericsson Place. The nearest fire station is Division 1, Ladder 20 located at 253 Lafayette Street. Water charges for the Units will be metered and paid by Unit Owners as a Common Expense of the Condominium. The zip code for the Building will be 10013 which, as of the date hereof, is serviced by the USPS Post Office located at 350 Canal Street.

Medical Facilities

The area is served by numerous hospitals and medical facilities located within an approximate two-mile radius of the Condominium including New York Downtown Hospital located at 170 William Street; Gouverneur Healthcare Services located at 227 Madison Street; Beth Israel Medical Center – Petrie Division located at 281 First Avenue; and Bellevue Hospital Center located at 462 First Avenue.

Religious Facilities

Local houses of worship include, but are not limited to, the following: Lower Manhattan Community Church located at 2 Desbrosses Street; Chapel of San Lorenzo Ruiz located at 378 Broome Street; Most Precious Blood Church located at 109 Mulberry Street; The Church of Jesus Christ of Latter Day Saints located at 41 Elizabeth Street; and Tribeca Synagogue located at 49 White Street.

SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONTINUED EXISTENCE OR LOCATION OF ANY NEIGHBORHOOD SERVICES OR AMENITIES.

2. **Zoning and Use**

The Property is located within a special purpose zoning district called M1-5B, permitting JLWQA use as the only form of residential use in buildings having a footprint less than 5,000 square feet. Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs.

3. **Future Developments**

Neither Sponsor nor the principal of Sponsor own, in whole or part, or have an option or right to acquire, in whole or part, any adjacent areas which are not fully developed. As of the date hereof, neither Sponsor or its principal are involved in development projects that have been approved by the Department of Buildings or authority having jurisdiction that will be adjacent to or directly across the street from the property. In the event that Sponsor or its principal do become involved in any such development projects, Sponsor shall disclose such changes in an amendment to the Plan within 30 days after the information is known.

4. **Landmark Status**

The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units since Sponsor already obtained the Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense. The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work disclosed in this Plan.

F. OFFERING PRICES AND RELATED INFORMATION, SCHEDULE A

SCHEDULE A

49 GREENE STREET CONDOMINIUM.
47-49GREENE STREET, NEW YORK, NY 10013

Price Schedule and Estimated Carrying Costs for Units For the First Year of Condominium Operation
(January 1, 2021 to December 31st, 2021)

UNIT NUMBER	BED/BATHS	UNIT AREA	UNIT OUTDOOR AREA	STORAGE ROOM AREA	OFFERING PRICES	PERCENT RESIDENTIAL COMMON INTEREST	PERCENT GENERAL COMMON INTEREST	ESTIMATED YEARLY COMMON CHARGES	ESTIMATED MONTHLY COMMON CHARGES	1ST YEAR ESTIMATED YEARLY R.E TAXES	1ST YEAR ESTIMATED MONTHLY R.E TAXES
2	3/3.5	3834	0	30	$9,400,000	16.66%	12.66%	$25,097.50	$2,091.45	$49,218	$4,101.50
3	3/3.5	3834	0	30	$9,500,000	16.67%	12.67%	$25,112.50	$2,092.70	$49,218	$4,101.50
4	3/3.5	3834	0	30	$9,600,000	16.67%	12.67%	$25,112.50	$2,092.70	$49,218	$4,101.50
PH	5/6	7937	2359	42	$32,000,000	50.000%	38.000%	$75,322.50	$6,276.90	$147,654	$12,304.50
Residential Total:		**19439**	**2348**	**132**	**$80,500,000**	**100%**	**76%**	**$150,645**	**$12,553.75**	**$295,308**	**$24,609**
Retail:	n/a	7328	0	n/a	n/a	n/a	24%	$16,837	$1,403	$66,684	$5,557
Total:		**26767**	**2348**	**132**	**$80,500,000**	**100%**	**100%**	**$167,482**	**$13,956.75**	**$361,992**	**$30,166**

Outdoor areas and storage room areas are uninhabitable spaces. Such spaces may not be used as a bedroom or living room and to do so shall result in a NYC Building Code violation issued for the Building.

NOTES TO SCHEDULE A

1. Amounts are projected on the assumption that the first year of operation will be during the year from January 1, 2021 to December 31, 2021. The actual first year of Residential Section operation may begin earlier or later than that year and is currently projected to commence on approximately January 1, 2021. Plans depicting layouts of Residential Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the square footage of each Unit as reflected in Schedule A and the Unit Plans set forth in Part II of the Plan is approximate. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York.

   The number of bedrooms and bathrooms for each Unit was determined by Sponsor's architect in accordance with industry practice for condominiums and does not necessarily conform to the zoning room count or the method used by the Real Estate Board of New York. The approximate floor area of each Unit has been measured horizontally, on each of one or more floors, from the exterior glass and columns of the Building's exterior walls, the Building line or Property line to the midpoint of an interior partition or continuous structural element separating one Unit from another Unit, public corridor, stairs, elevators, mechanical equipment spaces or any other Common Element. Where the window wall is recessed between masonry piers, the area is measured horizontally from a Building line which is taken as a straight line from exterior face of pier to exterior face pier, parallel to the Property line. Where one Unit covers the entire floor the approximate indoor floor area of each Unit has been measured horizontally from the apartment side face of the concrete shear walls of the stairs which are adjoining the unit, to the centerline of walls of stairs, and other mechanical equipment spaces or any Common Elements not within a Residential Unit to the exterior face of the opposite exterior wall inclusive of the elevator shafts and its surrounding shear walls and partitions. Columns and mechanical pipes and shafts, (whether along the perimeter or within the Unit) were not deducted from the square foot area of the Unit. Outdoor floor areas of Terraces or other outdoor areas, if any, appurtenant to a Unit were not included in the Unit's approximate floor areas. Dimensions measured from exterior walls may not accurately represent the interior space in the Unit and may exaggerate such interior space by as much as five percent (5%).

   Per Schedule A, Units 2, 3, 4 and PH shall have use of certain Residential Common Elements. Unit PH shall have use to an outdoor area and Units 2, 3, 4 and PH shall have use of the storage area.

2. Any floor plan or sketch or schedule shown to a prospective Purchaser is only an approximation of the square foot area and layout of the Unit in question. However, any material change will be set forth in an amendment to the Plan, and no material change (for example, a reduction in square footage in excess of five percent (5%) will be made in the size, configuration, or layout of a Unit for which an Agreement has been executed unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary

due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices exists), and in such event, Sponsor will offer the materially adversely affected Purchaser(s) the right, for at least 15 days, to rescind their Agreements and receive a refund of their Deposit(s), together with all interest earned thereon. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

3. The approximate square foot area of each Unit, within reasonable tolerances, has been measured horizontally, on each of one or more floors, from the exterior face of the exterior Building walls, the Building line or Property line to the midpoint of an interior partition or continuous structural element separating one Unit from another Unit, public corridor, stairs, elevators, mechanical equipment spaces or any other Common Element. Where the window wall is recessed between masonry piers, the area is measured horizontally from a Building line which is taken as a straight line from exterior face of pier to exterior face of pier, parallel to the Property line. Where one Unit covers the entire floor, the approximate indoor floor area of each Unit has been measured horizontally from the apartment side face of the concrete shear walls of the stairs which are adjoining the Unit, to the centerline of walls of stairs, and other mechanical equipment spaces or any Common Elements not within a Residential Unit to the exterior face of the opposite exterior wall inclusive of the elevator shafts and its surrounding shear walls and partitions. Columns and mechanical pipes and shafts, (whether along the perimeter or within the Unit) were not deducted from the square foot area of the Unit. Outdoor floor areas of Terraces or other outdoor areas, if any, appurtenant to a Unit were not included in the Unit's approximate floor areas. Unit measurements are not based upon measurements from interior surfaces of interior walls, thus the actual area comprising the Unit is significantly less than the area listed in Schedule A.

   Each Unit is measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above (above any suspended ceiling). Terraces are measured horizontally from the outside face of exterior wall to the outside face of parapet. Where two Terraces abut, the measurement is taken to the centerline of the divider screen.

   The square foot areas determined using the methodology set forth above, as shown in Schedule A in Part I of the Plan, would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces (which would yield significantly lesser actual useable floor area for each Unit). The stated method of measurement used is applicable to all Units. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums.

4. Sponsor has reserved the right to change the Purchase Prices (as well as other terms of sale) of Units not subject to executed Agreements, so Purchasers may pay different prices for similar Units. The Purchase Prices and other terms of the Agreements may be subject to negotiation with Sponsor. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices or modify other terms of sale without filing an

amendment to the Plan at any time during the offering period if such a decrease in the Purchase Price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction (see the section of the Plan entitled "Changes in Prices and Units"). In addition to the Purchase Price, Purchaser will be responsible at Closing for certain closing costs as explained in the Section entitled "Closing Costs and Adjustments" in Part I of the Plan including, without limitation, the obligation to contribute two (2) month's common charges to the Working Capital Fund of the Condominium, which can only be used for initial closing costs incurred by the Condominium and repairs and replacements to the Residential Common Elements. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Units.

5. The respective Percentage Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(l)(iv) of the New York Condominium Act, 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.

6. The estimates contained in this schedule were computed by Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be during the year from January 1, 2021 to December 31, 2021, and are based on such Condominium Budget Expert's estimate of the receipts and expenses of the Residential Section for the projected year. The actual first year of Condominium operation may be earlier or later than such year and is currently anticipated to commence on or about January 1, 2021. If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected first year of condominium operation, Sponsor will amend the Plan to include a revised budget disclosing current projections. If such amended Budget projections exceed original Budget projections by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right to rescind their Agreements for a period of fifteen (15) days after the date of the presentation of the amendment setting forth the right to rescind.

7. The estimated monthly Residential Common Charges for each Residential Unit are based on the projected "Budget for First Year of Condominium Operation, Schedule B" prepared by Sponsor's Condominium Budget Expert. The estimated monthly Residential Common Charges include the cost of central heating for the Residential Units which shall be billed as a common expense and are included in the Common Charges. In addition to these estimated payments, each Residential Unit Owner will be responsible for real estate taxes for such Residential Unit, mortgage payments under a loan or loans, if any, obtained to finance the purchase of the Residential Unit, the cost of electricity supplied to the Residential Unit which will be separately submetered and payable by the Residential Unit Owners to the utility company, the insurance which must be carried by each Residential Unit Owner with respect to liability and casualty to the contents of the Unit and the cost of interior repairs and decorations to the Residential Unit. Until the Units are separately assessed, real estate taxes shall be part of Common Expenses, as provided in the Condominium By-Laws. In addition, capital repairs, additions, improvements, alterations

and restorations to the Residential Section are Residential Common Expenses which will be borne solely by the Residential Unit Owners.

8. As discussed in the Section entitled "Available Services and Facilities" above and in Special Risk entitled "Interim Service Period", the full range of services and facilities described in this Plan may not be provided until move-ins are finished and Sponsor's construction work within and on the Building is completed. To the extent that any service or facility provided during such interim period benefits particular Units, to the exclusion of other Units, and the cost of the same is readily identifiable, the Common Charges necessary to provide such service or facility will be borne exclusively by the owners of the benefited Units, in proportion to their respective Common Interests.

   The amount of the Common Charges necessary to defray the cost of the interim services and facilities described in the preceding paragraph, as well as the manner of allocating such Common Charges among any Unit Owners who are exclusively benefited by any of the same, will be determined by the Board, which will be controlled by Sponsor during such period. However, such allocation will be made in compliance with Section 339-m of the New York State Real Property Law, and in no event will Purchasers be assessed Common Charges during such interim period that are more than the Common Charges listed in Schedule A as the same may theretofore have been amended.

   Notwithstanding the foregoing, if a refund is contemplated for the first or any subsequent year of Condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual certified financial statement for the Condominium has determined that a refund is warranted based on an excess payment of Common Charges by Unit Owners over actual expenses for the Condominium and has determined the amount of such refund as part of its annual review. Sponsor shall continue to update the budget, in accordance with the governing regulations. For purposes of this Plan, an "excess payment of Common Charges" shall mean the actual expenses of the Condominium (or specific sections of the Condominium as applicable) were less than the projected expenses set forth in the Budget of the Condominium (or the applicable section). No refund may be given unless all expenses of the Condominium are paid, including but not limited to, insurance premiums and reserve funds. During the budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing.

   As discussed below in the Section entitled "Control by Sponsor" and in the Special Risk entitled "Control by Sponsor", Sponsor is reserving the right to delay the collection of Common Charges until such time into the future (the "Waiver Period"). During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law regulations. In the event

Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent Purchasers. Such amendment shall also disclose the anticipated Waiver Period. Prior to commencing the collection of Common Charges, Sponsor will notify all Unit Owners by written notice of the expiration of the Waiver Period. Notice shall be given to Owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent Purchasers.

9. It is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of Condominium operation will total approximately $289,196.00, based on an opinion prepared by Hucke and Associates, 1359 Broadway, Suite 1104, New York, New York 10018 dated March 24, 2020 which assumes (a) an estimated taxable assessed valuation attributable to the incomplete Property of $2,144,928.00 for the 2019/2020 fiscal year, (b) an estimated taxable assessed valuation upon completion attributable to the residential Property of $2,276,550.00 for the 2020/2021 fiscal tax year, and (c) a projected tax rate of 12.612%. The estimated assessed values were allocated to the Residential Units so that an assessed value of $2,276,550.00 was attributable to the Residential Units for 2020/2021 and an apportioned assessed value of $2,365,411.00 was attributable to the Residential Units for 2021/2022. Purchasers should note that the real estate taxes for the first year of Condominium operation are less than the taxes will be for the second year of Condominium operation benefits since the first year's tax estimate includes six (6) months of assessed valuation of the Property prior to the completion of the Building which is a substantially lower valuation. Assuming the Property does not receive any abatement from real estate taxes, the taxes during the second year of operation, and subsequent years, will be higher than the taxes during the first year of operation. The Building is expected to be completed in July 2020.

   SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY WILL BE AS PROJECTED OR THAT THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.

   The estimate of the taxes for each Residential Unit has been determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by multiplying the estimated assessed value for the Residential Units by their percentage Common Interest. Please refer to the Section of the Plan entitled "Real Estate Taxes" and the opinions of Holland & Knight LLP and Hucke and Associates, as set forth in Part I of the Plan for further discussion regarding real estate taxes for the residential portion of the Property.

   Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. Prior to the issuance of separate tax lots, the real estate tax estimates for each Residential Unit will be determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the Common Interest of each Residential Unit by the total Common Interests of all Residential Units. Upon determination of individual tax lots and individual

Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's percentage interest in the Common Elements rather than Purchase Price, or some combination of the two, and if so, Residential Units having the same percentage interest may pay different real estate taxes.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) that the New York City tax assessor will allocate individual Residential Unit assessments on the basis of each Residential Unit's percentage interest in the Common Elements; (ii) that the taxable assessed value of the Property during the fiscal tax year 2020/2021 will be $2,276,550.00; or (iii) that the tax rate will be 12.612% per $100 of assessed value.

See the Section entitled "Income Tax Deductions to Residential Unit Owners and Tax Status of Condominium" and the Tax Opinion of Holland & Knight LLP in Part I of the Plan for a discussion concerning the deductibility of real estate taxes paid with respect to a Residential Unit.

No warranty, guarantee or assurance is given that:

(i) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the First Year of Condominium Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units and the projection of the average real estate tax rate that will be in effect during such First Year of Condominium Operation and the date of completion of construction of the Building) will approximate the actual amount;

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the proportionate Common Interests of the Units, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; or

(iii) any of the projections or estimates made above and in Schedule A are accurate.

Until the Units are separately assessed, each Unit Owner will pay to the Board his or her Unit's pro rata share of the Property's real estate taxes for the period in question pursuant to Section 5.1.11 of the By-Laws. This proration will be made by first allocating the Property's taxes among the Units on basis of proportionate Common Interest. The Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his or her pro rata share as set forth above, the Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. (See the Section entitled "Collection and Lien for Non-Payment of Common Charges" in Part I of the Plan for further discussion.)

Upon determination of individual tax lots and individual assessments for such Unit, the New York City tax authorities may allocate taxes among the Units on some other basis rather than its relative Common Interest, and, if so, Units having the same or similar Common Interest may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Building in a different manner and in a different amount than that assumed by Sponsor's real estate tax expert and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount or allocation of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

In the opinion of Sponsor's Counsel, an individual Residential Unit Owner who is a resident of New York City for tax purposes and who itemizes his or her deductions generally will, under the income tax Laws and regulations in effect as of the date of this Plan and subject to certain limitations and qualifications, be entitled to deduct from his or her Federal, New York State and New York City income, the state and local real property taxes assessed against his or her Residential Unit and paid by such Residential Unit Owner.

However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Residential Unit Owner (which might result from changes in the assessed valuation of the Residential Unit, in the tax rate and/or in the manner of assessing real property). Purchasers should note that for taxable years commencing on or after January 1, 2018 and before January 1, 2026 deductions for property taxes and state and local income taxes are limited to a combined total of $10,000 in any such year. Purchasers should note that the $10,000 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold. For taxable years commencing on or after January 1, 2026 the $10,000 overall limit on property and state and local income taxes is removed. Prospective Purchasers should refer to the Sections entitled "Income Tax Deductions to Unit Owners and Tax Status of Condominium" and "Opinions of Counsel" below for further discussion.

G. BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION, SCHEDULE B

Schedule B
47 Greene Street Condominium
Budget for First Year of Condominium Operation
Beginning January 1, 2021

		PROJECTED TOTAL
INCOME:		
Common Charges Residential and Commercial Units		$167,482
TOTAL INCOME:		**$167,482**
EXPENSES:		
2	Labor	$20,160
3	Utilities (Gas and electric)	$41,498
4	Water & Sewer	$3,903
5	Repairs, Maint. & Supplies	$11,400
6	Service Contracts	$14,599
7	Insurance	$27,295
8	Legal fees and Audit Fees	$4,700
9	Management	$18,000
10	Contingency Fund	$9,178
11	Reserve Fund 10%	$16,750
TOTAL EXPENSES		**$167,482**

In the event the projected commencement date of the first year of condominium operation is to be delayed more than 6 (six) months from the anticipated date of the First Closing, the plan will be amended to include a revised budget disclosing the then current budget projections.

If the common charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers who signed a Purchase Agreement prior to the amendment, the right to rescind their purchase agreements and have their deposits refunded to them within a period of fifteen (15) days, subsequent to the date of mailing or personal delivery of a copy of the Amendment to the Plan.

NOTES TO SCHEDULE B

Footnotes to Schedule B

INCOME:

(1) COMMON CHARGES $167,482

The Common Charges represent the breakdown of the payments of the Condominium's Expenses. The Unit Owners will pay their proportionate share of the Common Expenses as set forth in the section entitled "Schedule A" and described further in the "Footnotes to Schedule A." The estimated common charges to be collected from Unit Owners during the first year of Condominium operation are based upon the assumption that the first year of Condominium operation will be the twelve months commencing on January 1, 2021. The actual first year of operation may be earlier or later.

The allocation for the Common Expenses has been done by the Sponsor and is perceived to be fair and equitable.

In the event the projected commencement date of the first year of condominium operation is to be delayed more than 6 (six) months from the anticipated date of the First Closing, the plan will be amended to include a revised budget disclosing the then current budget projections.

If the common charges in the revised budget projections exceed the earlier budget projections by twenty-five percent (25%) or more, the Sponsor will offer all purchasers who signed a Purchase Agreement prior to the amendment, the right to rescind their purchase agreements and have their deposits refunded to them within a period of fifteen (15) days, subsequent to the date of mailing or personal delivery of a copy of the Amendment to the Plan.

PROJECTED EXPENSES:

(2) LABOR: $ $20,160

The lobby attendant will be the only employee of the Condominium with the title "Lobby Attendant" and will be onsite at the Condominium five (5) days per week, Monday through Friday (excluding Holidays). There will not be other employees.

The Lobby Attendant's duties will be to:

- provide adequate janitorial services including cleaning and maintenance,
- including the making of some minor repairs;
- the furnishing of heat and hot water, where supplied from a central source;
- the removal of garbage, refuse, and wastes from the premises; and
- the removal of snow, ice, dirt and other matter from the sidewalk and gutter.

. The lobby attendant will be a part-time employee of the Condominium. This level of staffing complies with Article 13 of the NYC Administrative Code

. The full level of staffing may not be in place until the Building occupancy level reaches 25%. The $20,160 reflects full level staffing for the year.

The part time lobby attendant is not subject to a union contract and does not have provisions for health insurance. However, the projected wages for the part time lobby attendant do comply with the New York State Minimum Wage Laws.

The Commercial Unit is responsible for $4,838.00 of the labor expenses.

(3) UTILITIES: $41,498

A) ELECTRICITY: $37,478

The budget figure anticipates the cost of providing electricity to illuminate the Common Elements of the Building and to operate the lighting for the common areas, stairways, lobby, and mechanical rooms, as well as common area HVAC units, pumps, elevators, fans, and water heating.

The Budget amount is based upon a letter, from September 26, 2019, from B2 Engineering D.P.C located at 108 West 39th Street, 15th Floor, New York, NY 10018. As estimated by B2 Engineering D.P.C., Consulting Engineers, the anticipated annual cost and consumption for common area electricity is:

Electricity

Common Areas
Electrical Consumption: 148,134 kWh /year
Cost Per kWh: $0.23/kWh

Estimated Annual Cost: $ 34,071 /Yr
10% inflation factor x $34,071 = $37,478/year

Electricity used in the Units will be individually metered to each Unit and the charges therefore will be payable directly to the utility company by the Unit Owner.

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

The electric rates are largely affected by increases in the price of the fuel paid by the utility company and are regulated by state agencies. The Sponsor is obligated to provide accurate information for Prospective Purchasers and the above estimate is made in good faith. However, it is not possible to predict whether the Budgeted figure will reflect the actual cost to be incurred during the First Year of Condominium Operation, which will vary with the level of consumption and the cost of electricity.

Electricity is generated by the utility company by means of fuel oil as the primary energy source. It is not possible to predict whether the cost of oil used to generate electricity will increase in the near future, or what the amount of the resulting increase in electric rates will be, if any. The projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the first year of Condominium operation. However, no guarantee is made that the projection for electricity, or any Budget item, will be in accordance with the actual cost of the same during such year. See Schedule B-1 for the estimated cost of providing electricity to the individual Residential Units.

B) GAS (RESIDENTIAL UNITS ONLY): $4,019

The Budget amount is based upon a letter, from September 26, 2019, prepared by B2 Engineering D.P.C located at 108 West 39th Street, 15th Floor, New York, NY 10018. As estimated by B2 Engineering D.P.C., the anticipated annual cost and consumption for Gas in the Residential Units are:

Rate Schedule:
Residential Unit gas rates are based upon Con Ed rate structure SC-01 as of September 2019 with the following summer and winter charges:
For all months: $23.70 per first 3 therms or less and $ 1.3327/therm for over 3 therms.

Total:
$3,654/year
10% inflation factor x $3,654 = $4,019/year

The above estimate for the cost of gas usage in the Residential Units is based on numbers from B2 Engineering D.P.C. The Sponsor has stated that there will not be gas usage in the common areas. There will be a meter for the commercial unit and one for the residential unit. The amount budgeted here is for the residential units in which each residential unit owner will pay in accordance with the common interests.

The Sponsor is obligated to provide accurate information for Prospective Purchasers and the above estimate is made in good faith. However, it is not possible to predict whether the Budget figure will reflect the actual cost of gas to be incurred during the first year of Condominium Operation. Further, consumption will be affected by the severity of the weather, conservation measures, if any, adopted by the Board of Managers, and the personal habits of the Unit Owners. The projected rates set forth above are based on the current rates of Con Edison. However, fluctuating gas prices and other factors such as world conditions may raise the cost of fuel substantially higher than the current rate. If trends of the recent past continue, it is likely that the fuel will increase with the passage of time. It is not possible to forecast when this would occur or the extent of any gas rate increase, which are outside the control of the Sponsor. See Schedule B-1 for an estimate of the cost of providing gas service to individual Residential Units.

(4) WATER CHARGES AND SEWER RENT: $3,903

Water charges and sewer rents are billed by the City of New York.

The Budget amount is based upon a letter from September 26, 2019, prepared by B2 Engineering D.P.C located at 108 West 39th Street, 15th Floor, New York, NY 10018. As estimated by B2 Engineering D.P.C., the anticipated annual cost and consumption for water charges and sewer rents are:

Annual water & sewer use:
40 gallons/day = 1200 gallons/ month.
35,133 cf/year x $10.10/100 cf = $3,548/year
10% inflation factor x $3548 = $3,903/year

Cost estimates are based on costs of the combined water and sewer rates. The current water sewer rate is estimated rate of $10.10 per hundred cubic feet of water according to NYC Water Board.

The commercial unit is currently used for dry goods. If the use changes to something requiring water, the condominium association may install a submeter which would be read regularly and billed back to the commercial unit owner. This installation process will be to hire a firm specializing in submetering and submeter reading to install a submeter at the commercial branch of the water supply line. Those charges, installations and reimbursement are not included in this budget.

(5) REPAIRS, MAINTENANCE &SUPPLIES: $11,400

The budget amount is based upon normal maintenance of, and repairs to, the Building plus various cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies, and painting of Common Elements. It does not include repairs, maintenance or supplies used with respect to individual Units, the maintenance of which is the responsibility of the Unit Owners.

Repairs and Maintenance & Supplies	**$11,400**
Exterminating	$1,320
Plumbing	$1,100
Electrical	$945
Carpentry	$1,835
Services & Supplies	$2,000
Cleaning	$4,200

Since the building will be a newly renovated project it has no operating history upon

which to predict future costs of repairs and maintenance. The amount budgeted is calculated based on the consultant's previous management experience in managing newly constructed Buildings of comparable size, quality and amenities.

(6) **SERVICE CONTRACTS: $14,599**

No service contracts have been entered into as of the date of the plan. The budgeted amounts are based upon quotes for the contracted services as well as Sponsor's budget expert in operating similar buildings. While this Budget includes an allowance for possible increased costs that may occur after or possibly during the first year of condominium operation, no warranty is made that the actual costs for these and other services will be in accordance with this projection.

The Condominium intends to enter into the following service contracts:

SPRINKLER MAINTENANCE: $4,395/Yr
The sponsor will have the sprinkler system tested before the first year of Building operation by Capitol Fire. There is an anticipation of an increase in charges in the second year of operation.

ELEVATOR MAINTENANCE: $5,500
The Sponsor has been advised by Inner City that elevator maintenance will cost $375 per month or $4,500 per annum plus $1,000 for annual testing and will continue year to year unless cancelled in writing by either party at the end of each year of service.

TELECOM: $960
The Sponsor will install a phone line in the elevator for emergencies. This service will be provided by Verizon. We estimate the phone line will cost $80/month.

FIRE ALARM MONITORING: $1,960
Sun World Security will monitor the fire panel for fire safety on a 24 hour/7day per week basis. The cost will be $1960 for the year.

VIDEO MONITORING SERVICE: $1,784
Virtual Doorman Service will monitor building entry and access control. The Bronze level package will cost $410/month plus tax.

(7) **INSURANCE: $27,295**

The Budget amount is based upon a letter, dated October 3, 2019, from Cody Group, with an address at 150 W 28th St., Suite 301, New York, NY 10001. As estimated by Cody Group, the anticipated annual cost and consumption for insurance for the first year of condominium operation shall be as follows. The coverage can be in place at the time of the First Closing.

Package	
Building -	$10,000,000
Business Income -12 Months	-ALS
Earthquake	$1,000,000

Flood	$1,000,000
Equipment Breakdown –	included
Ordinance or Law A –	included
Ordinance or Law B&C	$1,000,000

Deductibles:
$2,500 – Property
$5,000 Water Damage
$25,000 Earthquake & Flood

GL	$1,000,000/$2,000,000
Premium -	**$20,000**

2018 Umbrella – CREPE

Limit	$25,000,000
Premium	**$2,545**

Workers' Comp - AmTrust

Statutory Limits	
Premium -	**TBD**

Directors & Officers/EPLI

Limit	$1,000,000
Retention	$2,500
Premium	**$1,875.00**

Crime - Chubb

Limit	$100,000
Deductible	$1,000
Premium	**$575.00**

Cyber

Limit	$1,000,000
Deductible	$5,000
Premium	**$1,000.00**

TOTAL PREMIUM: $27,295

Each Unit Owner may be included as an additional insured; notice of cancellation can be sent to the Board of Managers; a waiver of subrogation is included in the Property Section of the policy; acts of omissions by and any Unit Owner will not void the policy in instances where the individual is not acting on behalf of the Association; a Unit Owner may have other insurance in force covering the same property. However, the Association's policy is intended to be primary and will not contribute with such other insurance. Directors and Officers Insurance is included in the total premium.

No coverage is provided for such risk as fire and casualty losses to the contents of each individual Unit, except as stated above, nor does the coverage take into account any future replacements, improvements or additions to either the Units or the fixtures, furniture and improvements contained therein by Sponsor.

In addition, no liability coverage for claims for personal injury for any Unit Owner arising from an occurrence within his or her own Unit is included in the coverage provided above. If such coverage is desired, a Unit Owner should obtain a separate policy for liability and damage to the contents of his Condominium Unit, at his own expense.

Unit Owners are strongly encouraged to obtain coverage, at their own cost, to cover such risks as fire and casualty losses to Unit contents, replacements, addition, upgraded fixtures and improvements, and liability coverage for occurrences within the Unit.

The Board of Managers, at some future date, may decide to increase insurance coverage to insure the equity value of the Unit Owners or to require Unit Owners to obtain coverage for their property.

IT SHOULD BE NOTED THAT IN THE EVENT THE PROPERTY IS TOTALLY DESTROYED BY FIRE OR OTHER CASUALTY, THE INSURANCE COVERAGE AS STATED HEREIN, ALTHOUGH SUFFICIENT TO REPLACE THE BUILDING, DOES NOT COVER THE FULL INVESTMENT OF THE UNIT OWNERS.

In recent years, premiums for insurance (especially fire and liability insurance) have increased significantly. Although the projection is believed to be reasonable, prospective Purchasers should note that insurance premiums could increase depending on market conditions. It is not possible to predict whether future premiums will continue to escalate at the same substantial rate or will level off. No guaranty is given that the Budget item will not increase. For further discussion of insurance coverage, please see the section titled "Rights and Obligations of Unit Owners."

The Commercial Unit is responsible for $6,551. of the insurance costs.

(8) **LEGAL AND AUDIT FEES: $4,700**

The Sponsor has engaged Romano Law on the Condominium's behalf to act as attorney for the Condominium. The estimated cost for minor legal services such as consultations or employment severance agreements, which do not include special collection matters or litigation, is approximately $2,200 for the Condominium's first year of operation.

The Budgeted amount for accounting services is based upon a letter, dated *08/21/2019*, from The A&Y Group INC, CPA PC, with offices at *433 Broadway, 2nd FL, New York, NY* . The letter indicates a fee quotation of $2,500 for preparation of tax returns and financial statements.

All Unit Owners are entitled to receive annually from the Condominium Association, the condominium association's expense, an annual financial statement, prepared by an independent certified public accountant, within nine months after the end of each calendar year.

The Commercial Unit Owner is responsible for $1,128.00 of the legal and audit fees.

(9) **MANAGEMENT: $18,000**

The Condominium will enter into a management contract with WayFinderPM for five (5) years for an annual fee of $18,000; (paid $1,500 monthly) in the first year. This is slightly below the prevailing costs for buildings of this size and area. The management and Sponsor are not affiliated.

The duties of the Managing Agent shall include, but not be limited to, the following: maintain books of the Condominium, collect Common Charges and fees, arrange payment of monthly/annual expenses, retain and supervise visiting porter and attend Board of Owner's scheduled meetings.
The Condominium or Sponsor may terminate this management arrangement after the first year with sixty (60) days notice.

All funds belonging to the Condominium will be maintained and disbursed from a separate account for the Condominium with a Federal Insured Bank within the City of New York and a monthly management report will be issued to the Condominium's Treasurer. The Managing Agent will also supply records and reports to the Condominium's CPA for annual audit.

The Commercial Unit Owner is responsible for $4,320 of the management fees.

(10) **CONTINGENCY FUND: $9,178**

This item is to provide for possible increases in one or more items of operating expense above the amounts projected or for unanticipated expenses. This amount is separate and apart from the reserve fund that is to be used for capital expenditures. The budget may be modified from time to time prior to the commencement of, or during, condominium operation to add new items of expense or to increase one or more items of operating expense. The funds for such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense, or both.

(11) **RESERVE 10%: $16,750**

This reserve may be used at the discretion of the Board of Managers toward unforeseen expenses or other appropriate condominium expenses. The purpose of the replacement reserve is separate and distinct from the Working Capital Fund (hereinafter defined.)

NOTE: While the Sponsor has attempted to make accurate estimates, realities such as inflation, changes in the economy and unforeseen factors are likely to cause differences in actual expenditures from the projections set forth herein.

In the opinion of WayFinderPM, LLC, the projected income is adequate to meet the estimated expenses for the first year of Condominium operation assuming the first

year will commence on or about January 1, 2021. The foregoing budget, however is not intended, and should not be taken as a guaranty by anyone that the annual Common Charges of Common Expenses for the first, or subsequent years of operation of the Property by the Board will be as set forth in the Budget. It is possible that the actual Income and Expenses for the First Year of Condominium Operation will vary from the amounts shown in the budget.

If the actual or anticipated date of commencement of Condominium Operation is to be delayed more than six (6) months from the budget year projected in the Offering Plan, the Plan must be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projections by twenty-five percent (25%) or more, the Sponsor must offer all Purchasers the right to rescind and a reasonable period of time that is not less that fifteen (15) days after the date of presentation to exercise right, whether or not the Sponsor offers to guaranty the previous budget projection. The Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the Offering Plan.

TOTAL PROJECTED EXPENSES $167,482

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2021 through December 31, 2021.

The Budget for the First Year of the Condominium Operation is based on the estimates and projections of the management company and the experts retained by the Sponsor. The Budget for Condominium Operation for the second year will be set by the Board of Managers pursuant to the By-Laws and may be equal to or higher than the first year due to the fact that the cost of the items shown in Schedule B may change due to factors beyond the control of the Sponsor and/or the Board of Managers.

At the time of the Closing of title of each Residential Unit to a bona fide Purchaser, such Purchaser shall pay into the Working Capital Fund of the Condominium two months of common charges. The Working Capital Fund will be held and used for working capital, or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. While Sponsor controls the Condominium Board (see the Section entitled "Control By Sponsor"), the Working Capital Fund will not be used to reduce estimated Common Charges.

The Condominium Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges or Common Charges attributable to Unsold Units.

See section entitled "Working Capital Fund and Apportionments" in the Plan

for further discussion.

These expense allocations between the residential units and commercial unit will be calculated by the independent public accountant firm, then relayed to the management firm and then adjusted for one time each year by the managing agent.

IN THE OPINION OF WAYFINDERPM, SET FORTH IN THE EXHIBIT ENTITLED "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET," APPEARING IN PART II OF THIS OFFERING PLAN, THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY 1, 2021. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN THE SAID PROJECTED BUDGET.

IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE PROJECTED BUDGET. SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO THE SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON THE COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE OR MAINTENANCE CONTRACT THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S ESTIMATED COMMON CHARGES UNLESS THE PLAN IS AMENDED TO DISCLOSE ANY SUCH AGREEMENTS.

H. BUDGET FOR INDIVIDUAL ENERGY COSTS, SCHEDULE B-1

SCHEDULE B-1

Residential Building
47 Greene Street
New York, NY 10013

ESTIMATED CHARGES

Architect:
DXA Studio
894 6th Avenue, 5th Floor
New York, NY 10001
Tel: (212) 874-0567

Engineer:
B2 Engineering D.P.C
108 West 39th Street, 15th Floor
New York, NY 10018
Tel: (212) 658-0203

January 30, 2020

B2 Engineering D.P.C.

Brian Bercarich, P.E.

I. GENERAL

The charges indicated below are based on the following assumptions:

1. Heating is based on 5,000 degree days. System shall maintain 70 degree Fahrenheit in the residential units when outdoor air temperature is 8.7 degrees Fahrenheit.
2. Air conditioning system shall maintain 75 degrees Fahrenheit when outdoor air temperature is 92.4 degrees Fahrenheit.
3. Each residential unit is calculated to have a gas range, and all other appliances included the sale.
4. Construction of the building will begin in or about January 1st 2019 and it is anticipated that the building will be sufficiently complete for issuance of a Temporary Certificate of Occupancy in or about April 1st 2020.
5. The estimated first year cost for water and sewer is based on the New York City rate, for 4/1/20 - 4/1/21 at an estimated rate of $10.10 per hundred cubic feet of water and the average of 40 gal. per day per person, for the projected first year of condominium operation. Unit occupancy is assumed as follows: 2 people for the first bedroom and 1 person per bedroom for additional bedrooms. Charges for waste and storm sewer services are billed at 159% of applicable water charge or, $6.20 for sewer and $3.90 for water, for a combined water/sewer charge of $10.10 per 100 cf of water.
6. Residential Unit electricity rates are based upon Con Ed rate structure SC-01, Rate I, as of January 2020 with the following Energy Delivery charges:

   For summer months: $0.10817/kWh per first 250 kWh and
   $0.12434/kWh for over 250 kWh

   For all other months: $0.10817/kWh per all kWh

   In addition, the utility cost includes an average Market Supply Charge (MSC) of $0.03459/kWh, an average Monthly Adjustment Clause (MAC) of $0.001407/kWh, a System Benefits Charge of $0.0019/kWh, clean energy fund surcharge $0.0049/KWh, a Temporary NY State Surcharge charge of $0.0071/kWh, Merchant Function charge of $0.005015/kWh, and Gross Receipts Tax (GRT) of 5.1073%. Charges also include a $16.31 per month meter charge and $0.60 per month billing and payment processing (BPP) charge. Sales tax is not included.

   Common space charges are based upon Con Ed rate structure SC-09, Rate I, as of January 2020. Public space costs are based upon Demand and Energy Delivery charges for winter and summer months.

   The Demand charges are as follows:

   For summer months: $173.95 per first 5 kW or less and $25.41/kW for over 5 kW

For all other months: $138.95 per first 5 kW or less and $20.07/kW for over 5 kW

The Energy Delivery charge for both the summer and winter is as follows:

For all months: $0.221/kWh per all kWh

In addition, the total cost includes an average Market Supply Demand (MSC) charge of $12.87/kW and an average Monthly Adjustment Clause (MAC) of $0.01048/kWh, a System Benefits Charge of $0.0019/kWh, a Temporary NY State Surcharge charge of $0.0071/kWh, Merchant Function charge of $0.001848/kWh, and Gross Receipts Tax (GRT) of 2.5642%. Charges also include a $6.07 per month meter charge and $1.20 per month billing and payment processing charge. Sales tax is not included.

7. Residential Unit gas rates are based upon Con Ed rate structure SC-01 as of January 2020 with the following summer and winter charges:

   For all months: $23.70 per first 3 therms or less and $ 1.3327/therm for over 3 therms

   In addition, the total cost includes an incremental System Benefits Charge which varies yearly, and a Merchant Function charge of $0.020536/therm and Gross Receipts Tax (GRT) of 4.1977%. Charges also include a $1.20 per month billing and payment processing charge, and an additional charge based on both the applicable Gas Cost Factor, currently $0.263105/therm, and the Monthly Rate Adjustment, currently $0.313929/therm, which reflect the average total cost of gas for the month. Sales tax is not included.

   The figures below can vary considerably depending on the severity of the weather, the efficiency of the actual equipment installed, occupants' personal habits as well as other operating parameters. These figures are not intended to be a guarantee.

II. ESTIMATED UTILITY COMMON COSTS (does not include submetered components)

The actual prices will vary throughout the year.

1. The estimated first year cost for electric consumption:

   148,134 kWh/yr x $0.23/kWh = $34,071/year

   This includes the lighting for the common areas, stairways, lobby, and mechanical rooms, as well as common area HVAC units, pumps, elevators, fans, and water heating.

   Adding a 10% inflation factor the final first year cost for electric consumption becomes:

   148,134 kWh/yr x $0.23/kWh x 1.1(inflation) = $37,478/year

2. The estimated first year cost for water and sewer:

   35,133 cf/year x $10.10/100 cf = $3,548/year

   Adding a 10% inflation factor the final first year cost for water and sewer becomes:

   35,133 cf/year x $10.10/100 cf x 1.1(inflation) = $3,903/year

3. The estimated first year cost for gas consumption for cooking:

   2,760 therms/yr x $1.31/therm = $3,654/year

   Estimated Total: $41,273 for the entire building's first year

   Adding a 10% inflation factor the final first year cost for gas becomes:

   2,760 therms/yr x $1.31/therm x 1.1(inflation)= $3,977/year

   Estimated Total: $41,273 x 1.1(inflation) =$45400 for the entire building's first year

III. ESTIMATED RESIDENTIAL UNIT ELECTRIC COSTS

Each residential unit will be metered separately for electric usage by utility provided electrical meters. This electric usage will include the in-unit lighting and plug load as well as the power consumption of the heat pump units that provide both heating and cooling to the residential units.

The effective price of electricity used was $0.23/kWh.

Annual Residential Unit Energy Costs

Energy Consumption (kWh)

	Energy Consumption (kWh)	Utility Cost	Utility Cost with 10% inflation
2	18,500	$4,255	$4,681
3	18,500	$4,255	$4,681
4	18,500	$4,255	$4,681
5, 6, Roof	42,834	$9,851	$10,836

I. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

WayFinderPM

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23'd Floor
New York, New York 10271

Re: "No-Action" Condominium
47-49 Greene Street Condominium
47-49 Greene Street,
New York. NY 10013 ("Property")

Dear Sir/Madam:

WayFinder PM LLC (the "Firm") is a management firm and has been engaged in the management and sales of many condominium properties over many years. The undersigned has no beneficial interest in such entity or the profitability of the subject project.

The common interests among the Units have been allocated to each based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit., the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 339-i(IXiv) of the New York State Real Property Law. Each Residential Unit's respective percentage interest in the Common Elements of the proposed Condominium will be as follows:

2) 16.66%
3) 16.67
4) 16.67
PH) 50%

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

Best Regards,

By: Adam Jernow

J. NON-RESIDENTIAL SECTION

The Condominium will contain one (1) Non-Residential Unit. The Non-Residential Unit is located on a portion of the Cellar and First Floor of the Building (the "Non-Residential Section"). . On July 8, 2019, Sponsor sold the Non-Residential Unit to 47-49 Greene Street Owner LLC (the "Non-Residential Unit Owner") who is not affiliated with Sponsor. The Non-Residential Unit is currently occupied and being used as a retail store. A certificate of occupancy is in place for the building.

The Non-Residential Unit Owner will make all decisions with regard to the Non-Residential Unit. After the Initial Control Period, one member shall be designated to the Condominium Board on behalf of the Non-Residential Unit. Commencing with the First Annual Meeting, the Condominium Board shall consist of three (3) members, two (2) of which shall be elected by the Residential Unit Owners, and one (1) to be elected by the Non-Residential Unit Owner. The Residential Members shall also serve on the Residential Committee.

Except as otherwise noted in the Declaration and By-Laws, the Board will have no right to restrict or limit the method of operation, use or appearance of the Non-Residential Unit which is permitted by Law and applicable zoning ordinances. No rules affecting the operation of the Non-Residential Unit may be adopted or modified by the Board without the consent of the affected Unit Owner. All or any part of the Non-Residential Unit may be leased or subleased by the Non-Residential Unit Owner, all as more fully set forth in the Declaration subject to the restrictions set forth in the preceding paragraphs. Subject to compliance with all applicable Laws and governmental rules and regulations, if any, the Non-Residential Unit may be sold without prior notice to other Unit Owners. The Residential Unit Owners will have no interest in the rents, profits or revenues from the rental or use of any portion of the Non-Residential Unit.

No representation is made with respect to the continued ownership by the Non-Residential Unit Owner of all or any portion of the Non-Residential Unit, or as to who the tenants or occupants of any portion of the Non-Residential Unit may be at any time or as to the uses to which any portion of the Non-Residential Unit may be put at any time (except that the Non-Residential Unit may be used for any lawful purpose or as otherwise limited by the Plan), and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

Each Unit Owner must pay Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339-i(1)(iv) and 339-m of the New York Condominium Act. The basis for projecting the share of expenses attributable to the Non-Residential Unit is the Common Interest of such Unit except that, as described below and in the projected "Budget for First Year of Condominium Operation, Schedule B" the Non-Residential Unit Owner share the costs for insurance, heating, water and sewer, sprinkler, administration and Contingency based upon its Common Interests and share the costs of a portion of other expenses such as the cost for labor and related expenses, capital reserve fund, repairs and maintenance and other miscellaneous office expenses based upon estimated usage. Other costs such as the costs for hot water, gas, service contracts and the passenger elevator contract are not borne at all by the Non-Residential Unit Owner because such utilities and/or services are either separately metered or not used by the Non-Residential Unit Owner.

As set forth in the opinion of WayFinder PM LLC, the Common Charges projected to be payable by the owners of the Non-Residential Unit are sufficient to cover the Common Expenses fairly attributable to those Units. The Declaration and By-Laws authorize the special allocation and apportionment of profit and expenses or specific expense item based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Any dispute regarding such allocation or apportionment shall be resolved by arbitration in accordance with the By-Laws.

The Non-Residential Unit Owner has the right to freely sell the Non-Residential Unit, or to freely lease all or part of the Non-Residential Unit, as the case may be, without having to first offer the same for sale or lease to the Board.

Certain easements have been reserved to the Non-Residential Unit Owner and the Sponsor in the Declaration. The Non-Residential Unit Owner and the Sponsor and their successors and assigns to the extent permitted by Law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property, including but not limited to signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building, for the purposes of advertising (i) the sale or lease of any of the Unsold Units and all or any portion of the Non-Residential Unit provided, however, that any such signs are in keeping with the first class nature of the Building, and (ii) the operation of any business of a tenant or occupant of all or any portion of any Non-Residential Unit, provided, that such signs are contained within the areas designated by the Sponsor for signs. The Non-Residential Unit Owner and their successors and assigns shall have an easement to erect, maintain, repair and replace from time to time, lights and lighting fixtures on the Common Elements of the Condominium. Although the Non-Residential Unit Owner may have certain rights or obligations in the Declaration which differ from those of the Residential Unit Owners, such rights and obligations will not have a materially adverse impact upon the Condominium.

The Condominium Board, at the request of the Sponsor, will enter into a recognition agreement with any tenant with which Sponsor or its designee or a Non-Residential Unit Owner has entered into a lease for all or any of the Non-Residential Unit. Under the terms of the recognition agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Board will agree that so long as there is no event of default under said lease, as would entitle Sponsor or the Non-Residential Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien on a Non-Residential Unit for Common Charges or any other sums of any sort, and the Board shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Non-Residential Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Board, or, in case the Board takes possession of the Non-Residential Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that the Board or any other party succeeds to the interests of Sponsor under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord. Any insurance coverage obtained by the Condominium Board on the Non-Residential Unit is subject

to the approval of the owner of the Non-Residential Unit.

To the extent permitted by Law, and subject to certain restrictions set forth in the Declaration and By-Laws, the Non-Residential Unit Owner will have the right with regard to its Unit, without the vote or consent of the Condominium Board, or any other party, to mortgage or otherwise hypothecate its Unit, to decorate or make alterations, additions or improvements to its Unit (except that alterations, additions or improvements which would either in the course of performance or upon completion have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or would increase insurance premiums or maintenance costs for any other Unit or the Common Elements, shall be subject to the approval, not to be unreasonably withheld, of the Condominium Board), to change the size of its Unit by subdividing it into any desired number of condominium units (or by combining any units resulting from such subdivision), and to reapportion among the newly created condominium units resulting from any subdivision (or combination) their appurtenant Common Interests, provided that any such changes are in compliance with Article 9-B, Section 339 of the New York Condominium Act. As more particularly provided in the Declaration, the Non-Residential Unit Owner will have the right with regard to its Unit to amend the Declaration in order to reflect such changes, or to cause the Condominium Board to do so. If the Non-Residential Unit is subdivided or combined, the owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of the Condominium Board or other Unit Owners), set forth above in this paragraph, described as pertaining to the Unit Owner of the original Unit or Units in question.

K. CHANGES IN PRICES AND UNITS

Purchase Prices for all Offered Units are negotiable and Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Board, Unit Owner or mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Offered Unit, except that no such change with respect to any Offered Unit for which an Agreement is then in effect may be made without the consent of the Purchaser. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the Purchase Price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of Units which are not the subject of such change.

Sponsor reserves the right to negotiate with each Purchaser, the terms and conditions of the Agreement, including but not limited to: Purchase Price; the amount of the Deposit; contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; work to be performed in the Unit or the revision of floor plans and the allocation and payment of costs therefor; the availability of Common Charge rebates, Purchase Price rebates and subsidies payable as a credit against the Purchase Price or on a periodic basis; and extensions of time periods within which to perform obligations under the Agreement. Sponsor reserves the right from time to time to add and/or delete negotiable terms from the list set forth above for all or some Purchasers without further amendment to this Offering Plan. No Purchaser will benefit from any terms and conditions negotiated with any other Purchaser, and a Purchaser's failure to so benefit will not give rise to any rights of rescission under an Agreement. However, no such negotiated changes shall act to abrogate Sponsor's obligations, nor waive the rights afforded Purchaser under applicable laws and regulations.

In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Board, Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit, (c) designate a General Common Element as part of a newly created Unit or Limited Common Element or designate all or part of a Unit as a newly created Unit, Common Element, Limited Common Element, and (d) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to any of (a) - (d) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements

directly affecting or servicing a Unit, will be made with respect to any Unsold Unit for which an Agreement is then in effect and the Purchaser thereunder is not in default unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, Common Interest, dimension, floor space or layout of such Unsold Unit. The Common Interest of a Unit may change if there is a change in the floor space or 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. No material change will be made in the size or quality of the Common Elements except by amendment to the Plan and, when applicable, by amendment to the Declaration. Unless all Purchasers consent, no material change will be made in the size and no material change will be made in the quality of the Common Elements.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and this Plan are amended with the consent of each Unit Owner whose Unit is so changed. Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such change and to file such amendment and any necessary plans and specifications in connection therewith.

It should be noted that as long as the layout and dimensions of a Unit are not substantially or materially different than the Unit Plans, a Purchaser will not be excused from purchasing his Unit and will not have any claim against Sponsor as a result of any insubstantial or immaterial change.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for his or her Unit or otherwise be relieved of any obligations under the Agreement, by virtue of a minor inaccuracy or error in the Unit Plans. With regard to size, such minor error would mean a decrease of 5% or less or any increase in the size of any Unit or room contained in a Unit. There is a rebuttable presumption that a Unit size that is diminished by 5% or less is not material.

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

L. INTERIM OCCUPANCY AGREEMENTS

Sponsor will endeavor in good faith to sell, but nevertheless reserves the unconditional right, prior to the date of closing title to a Residential Unit, and after consummation of the Plan, to rent or lease, rather than sell, such Unit to Purchasers and others. As a result, a Purchaser of a Residential Unit may be acquiring a Residential Unit that has been previously occupied or used, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, such Unit will be delivered at the closing vacant and free and clear of all leases, tenancies and rights of occupancy. In addition, because Sponsor reserves the unconditional right to rent or lease Units, there is no commitment to sell more Residential Units than the fifteen percent (15%) of such Units necessary to declare the Plan effective and, accordingly, Residential Unit Owners may never gain effective control and management of the Condominium and/or Residential Section, and the First Annual Meeting may never occur. (See the Sections entitled "Introduction", "Procedure to Purchase", and "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.) However, once an Agreement for a Residential Unit is fully executed and for so long as the Agreement is in effect, such Unit may only be leased to its Purchaser. No Purchaser shall have the right to occupy or use any Unit prior to the closing unless Sponsor agrees to permit such occupancy under an Interim Occupancy Agreement or other written rental agreement.

Interim Occupancy Agreements will not be subject to the New York City Rent Laws (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection Laws.

If Sponsor agrees to lease a vacant Residential Unit for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the tenant; provided, however, that in the case of an Interim Occupancy Agreement to a Purchaser, such lease will provide that an uncured default by the Purchaser under the Agreement (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such lease whereupon the lessee must vacate the Unit within ten (10) days thereafter. The Agreement will contain a similar provision entitling Sponsor to terminate the Agreement and retain the Deposit (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's lease, if any, within the applicable grace period (if any) and either: (a) Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser or (b) the Purchaser has vacated the Unit. No portion of the rent paid under any lease will be credited towards the Purchase Price of a Unit unless the lease and the Agreement therefor expressly so provide.

In the event of any amendment to the Plan which discloses a material adverse change to the Plan and offers the Purchaser a right to rescind, if a Purchaser who is a tenant under an Interim Occupancy Agreement duly elects to rescind, the Purchaser's Deposit will be returned subject to the terms of the Plan and the Interim Occupancy Agreement made with such Purchaser shall be cancelled and possession of the Unit must be surrendered within thirty (30) days thereafter free of all occupants and in broom clean condition. A Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within a 60-day period. If such failure to timely vacate occurs prior to the First Closing, the Purchaser shall

be liable for use and occupancy in an amount equal to twice the rent under the Interim Occupancy Agreement. If such failure to vacate occurs after the First Closing, the Purchaser shall be liable for twice the costs of carrying the Unit (such as Common Charges, real estate taxes and the allocable portion, based on such Unit's Common Interest, of debt service on any loan covering the Unsold Units) as calculated by Sponsor. In addition, irrespective of when such failure to timely vacate occurs, such Purchaser shall be liable to Sponsor for the following: (i) loss of profit (i.e. Sponsor's ability to sell the respective Residential Unit) and (ii) all costs and expenses incurred by Sponsor to obtain possession of the Residential Unit, including the cost of litigation and reasonable attorneys' fees and expenses provided that Sponsor has been granted a vacate order. The provisions reflected herein do not run afoul of applicable housing laws. Notwithstanding the foregoing, Purchaser shall only be liable for the costs and expenses outlined herein only to the extent the same is not considered an unenforceable penalty and is permitted by law.

Sponsor and its designee reserve the right, without prior notice or amendment to the Plan, to use Unsold Units on any floor of the Building as sales and rental offices and model apartments for the Building. In the event Sponsor or its designee thereafter elects to sell any such Unsold Units, Sponsor or its designee may require the Purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the Purchase Price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Residential Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Residential Unit to the Purchaser of the Residential Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the Purchase Price for such Residential Unit and such items to be included are specifically stated to be included in an addendum to the Agreement for such Unit.

See the form of Interim Occupancy Agreement included in Part II of the Plan.

M. PROCEDURE TO PURCHASE

1. General Information

A person desiring to purchase a Unit will be required to execute an Agreement in quadruplicate (i.e., four (4) original copies), which will be in the form set forth in Part II of the Plan.

If a Purchaser has not received the Plan at least three (3) full business days prior to executing an Agreement, then a Purchaser shall have the right to rescind the Agreement within seven (7) days after the date of the Agreement. The Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Agreement, the provisions of the Plan shall in all events control and will be resolved according to the terms of the Plan.

Purchaser's obligation to purchase a Unit pursuant to the Agreement shall not be contingent on Purchaser obtaining financing for such purchase.

Agreements will not be binding on Sponsor until approved and executed by Sponsor, and delivered by Sponsor to the prospective Purchaser even if the Sponsor has deposited the Deposit. Sponsor will have thirty (30) days after delivery by Purchaser of an executed Agreement and the down payment required thereby, within which to accept or reject such Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by Law.

If an Agreement is not accepted by Sponsor within the aforesaid thirty (30) day period, the Agreement shall be deemed to have been rejected and canceled and all sums theretofore deposited thereunder, without interest, shall be promptly returned to the prospective Purchaser. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to the Plan and without the consent of the Board, to refuse to approve and execute (a) an Agreement for any Unit, except as prohibited by Law, and (b) an Agreement(s) for more than one Unit to any one person or entity.

The Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23A of the General Business Law of the State of New York.

At the time of execution of an Agreement, a Purchaser is required to make a payment in an amount equal to the Deposit. In the event the Purchaser defaults, the Sponsor shall have the right to retain the Deposit. All Deposit checks must be made payable to the direct order of "Holland & Knight LLP, Escrow Agent". All checks delivered in payment of the Deposit shall be accepted by Sponsor 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 Agreement to be canceled and of no further force or effect.

Each prospective Purchaser should note that Sponsor is only obligated to provide the equipment, fixtures and furnishings described in the "Description of Property" set forth in Part II

of this Plan. If a person desiring to purchase a Unit requests that Sponsor perform Custom Work on such Unit or provide extra furnishings, including, but not limited to, any deviation from the materials or specifications described in the "Description of Property", and Sponsor agrees to perform such Custom Work and/or provide such furnishings, then a description of such work or furnishings shall be inserted as an addition to the Agreement and Sponsor may require such person to pay for said Custom Work or furnishings in advance. Any funds received by Sponsor for such Custom Work must initially be placed in the Escrow Account. However, Purchasers should note that such funds may be released from the Escrow Account by Sponsor as long as the Sponsor uses such funds for such Custom Work. As a result, in the event the Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for Custom Work. Notwithstanding the foregoing, if Sponsor abandons the Plan, all such funds received by Sponsor for Custom Work will be returned to Purchasers. Sponsor shall be under no obligation whatsoever to agree to perform any Custom Work or provide extra furnishings for a Purchaser, nor shall Sponsor have any obligation to allow a Purchaser or its agents to perform any Custom Work or install extra furnishings prior to Closing. Any and all special or additional work which a Purchaser desires to be performed with regard to a Unit shall be done only upon Sponsor's written consent thereto and Sponsor's approval of all contractors and suppliers in connection therewith, which consent and approval are within the sole discretion of Sponsor. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to Purchaser unless Purchaser agrees to pay Sponsor an amount determined by Sponsor in addition to the Purchase Price for such Unit.

The balance of the Purchase Price shall be payable simultaneously with the delivery of the Unit Deed at Sponsor's option, by wire transfer or an official bank check or an unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The Unit Deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE TO PURCHASER AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A UNIT UNLESS OTHERWISE AGREED BY SPONSOR.

After the Plan is declared effective, Purchasers will receive at least thirty (30) days' prior notice of the Original Scheduled Closing Date and, in the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after notice within which to cure, time being of the essence, such default, following which Sponsor shall have the remedies set forth below. A Purchaser may waive notice of such Purchaser's Closing Date. In the event of any default by Purchaser under his or her Agreement, and if Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of default, Sponsor may, at its option, cancel such Agreement and retain the Deposit made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and

Purchaser shall wholly cease and terminate. In addition, Sponsor shall also be entitled to retain (i) any amount spent by Sponsor for Custom Work requested by Purchaser and (ii) the reasonable cost to restore the Unit to its condition prior to such Custom Work being performed. Sponsor will fix dates for closing title to all Unsold Units for which Agreements have been executed by serving notice upon each Purchaser setting such Purchaser's Closing Date unless a specific Closing Date is contained in the Agreement.

If a Purchaser fails for any reason to close title to his or her Unit on the Original Scheduled Closing Date (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the Original Scheduled Closing Date, regardless of when the actual Closing 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 Agreement and this Plan, an amount equal to 0.04% of the Purchase Price of his Unit for each day starting from (and including) the Original Scheduled Closing Date to (and including) the day before the actual Closing Date.

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

In order to facilitate the Sponsor's sale of the Residential Units, prior to (a) one (1) year after a Purchaser's closing on its Residential Unit, a Purchaser will not be permitted to sell his or her Unit(s) without obtaining the Sponsor's written approval, and (b) prior to Purchaser's closing of a Residential Unit, the Purchaser may not (i) list the Residential Unit for resale with any broker or otherwise, or (ii) advertise, promote or publicize the availability of his or her Residential Unit for sale or lease. In the event that Purchaser violates the foregoing prohibition then any sums received by Purchaser in excess of the Purchase Price paid by Purchaser shall be paid to the Sponsor as liquidated damages. In addition, any such sale or lease, listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives shall constitute a default under the Agreement, entitling Sponsor to the remedies set forth therein and any lease or conveyance in violation of the foregoing will be voidable by Sponsor.

It is anticipated that the First Closing will occur on approximately January 1, 2021. In the event the projected commencement date of Condominium operation is twelve (12) months or later than the anticipated date of the First Closing or the Plan is amended to provide for a commencement date that is later than twelve (12) months after January 1, 2021, Sponsor will offer all Purchasers the right to rescind their Agreements and have their Deposits refunded to them. In the event that the projected commencement date of Condominium operation is six (6) months later than the anticipated date of the First Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. If the Common Charges in the revised budget increase by twenty-five (25%) percent or more, Sponsor will offer all Purchasers the right to rescind their Agreements and have their Deposits refunded to them. Any Purchaser electing rescission will have their Deposits and any interest earned thereon returned; within thirty (30)

days' notice of such election, provided however, that Sponsor may retain any escrow funds expended for Custom Work at the request of the Purchaser as well as be reimbursed (through a separate action) for the cost of any work necessary to restore the Unit to its condition prior to such work having been performed. Rescission need not be offered to any Purchaser who is in default under such Purchaser's Agreement, beyond the expiration of any applicable grace period, provided that Sponsor shall only retain the Deposit of a Purchaser in accordance with the escrow and trust fund requirements of General Business Law Sections 352-e(2b) and 352-h and the Attorney General's regulations promulgated pursuant thereto as described in the subsection of the Plan entitled "Escrow and Trust Fund Requirements" in this Section of the Plan.

At the time of execution of an Agreement, Purchaser is not required to sign a power of attorney to the Condominium Board. Notwithstanding the foregoing, at the closing of title and simultaneously with the delivery of the deed conveying a Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan.

If the Plan is withdrawn or abandoned, the Deposit previously paid to and actually collected by Sponsor, together with any interest earned thereon, shall be returned to Purchaser within five (5) days of the date of such withdrawal or abandonment, in accordance with the provisions herein set forth.

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges in proportion to the Purchaser's Common Interest, real estate taxes and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to his or her Unit, whether or not he or she has taken possession of his Unit, and whether or not all work required to be performed by Sponsor or anyone else in or to his Unit or the Building has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit prior to Closing, at which time any risk not covered by insurance shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) within two (2) months after the date of the occurrence of such fire or casualty, to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price for the subject Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, or, if the casualty occurs after the First Closing and the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and Condominium Board"), the Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited

thereunder, together with interest earned thereon, if any, within thirty (30) days' notice of such election, subject to Sponsor's rights to retain certain funds deposited by Purchaser for Custom Work in the Unit, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Agreements are not assignable without the prior written consent of Sponsor, which consent may be granted or denied by Sponsor in its sole discretion.

2. **Escrow and Trust Fund Requirements**

The Agreement is attached hereto as Exhibit 1 in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 12 of the Agreement, which must be executed by the Escrow Agent.

All Deposits received by Sponsor under an Agreement will be held in escrow in conformity with the provisions set forth below.

All Deposits made pursuant to an Agreement are subject to the escrow and trust fund requirements of the State of New York Lien Law Section 71a(3), the General Business Law of the State of New York Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

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

i. Escrow Agent

All Deposits made by Purchasers prior to the closing of each individual transaction, will be placed, within five (5) business days after the Agreement has been signed by all necessary parties, in a segregated special escrow account of Holland & Knight LLP, the escrow agent for Sponsor and Purchaser (the "Escrow Agent"), whose address is 31 West 52nd Street, New York, New York 10019 and whose telephone number is (212) 513-3308. The attorneys who are signatories on this account authorized to withdraw funds are: Stuart M. Saft, Renee I. Covitt, Laura M. Sugarman, Rita Dattola, Joshua Berengarten, Neil N. Beaton, Richard A. Crowley, Martin P. Miner, Randal R. Craft Jr., Michael J. Frevola, Nancy L. Hengen, Christopher G. Kelly, Alan D. Reitzfeld, Sean C. Sheely, James M. Spitzer Jr., Arthur E. Rosenberg, Vincent J. Foley, R. Scott Johnson, Lance Myers and Christopher R. Nolan. All designated signatories are admitted to practice Law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

ii. Escrow Account

The Escrow Agent has established a master escrow account at JP Morgan Chase (the "Bank") at its branch located at 270 Park Avenue, New York, New York entitled "Holland & Knight LLP - 47-49 Greene Street Condominium, Escrow Account" or similar name (the "Master Escrow Account"). All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form set forth in Part II of the Plan or a Form W-8 (Certificate of Foreign Status) in the form set forth in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. The interest rate for all Deposits transferred to an individual interest bearing sub-escrow savings account shall be the prevailing rate for such accounts, which as of January, 2019 is approximately .20%. Interest shall begin to accrue upon placing the Deposit into the individual interest bearing sub-escrow savings account. All interest earned thereon shall be paid to Purchaser at Closing. If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing checking portion of the Master Escrow Account. No fees of any kind may be deducted from the Master Escrow Account or individual escrow accounts, and Sponsor shall bear all costs associated with the maintenance of the Master Escrow Account and individual escrow accounts. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon. The Bank is covered by federal bank Deposit insurance to a maximum of $250,000 per individual deposit. The following are special risks of this offer: (i) if a Purchaser makes an Deposit in excess of $250,000 for the purchase of a Unit, such Deposit will not be federally insured in excess of $250,000; and (ii) while the Deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000. In addition, if Purchaser makes an Deposit of less than $250,000 but maintains other accounts at the same bank, those accounts could be used to count toward the $250,000 limit.

The Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service or mailed by certified mail, return receipt requested, overnight courier or express mail service. The Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

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

If a Purchaser tenders all or a portion of the Deposit without an executed Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within five (5) business days after tender, if the Deposit has not been deposited into escrow, and (ii) at any time, if the Deposit has been deposited into escrow.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow savings account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts, which varies. Interest will begin to accrue after deposit within: (i) one (1) business day, if the Deposit is cash or cash equivalent, or (ii) three (3) business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow savings account portion of the Master Escrow Account.

All instruments shall be made payable directly to the order of "Holland & Knight LLP, as Escrow Agent." Endorsed instruments will not be accepted.

In the event a check delivered by a Purchaser fails of collection, the Agreement will be deemed void ab initio (as if the Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within five (5) business days of Sponsor receiving notice from Escrow Agent of such failure of collection.

Before funds are transferred to a new escrow account or if the escrow agent is replaced, Sponsor shall amend the Plan to provide the foregoing information.

iii. Notification to Purchaser

Within five (5) business days after the fully executed Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Agreement and place the Deposit into the Master Escrow Account. Within ten (10) business days after deposit of the first portion of the Deposit into the Master Escrow Account, Escrow Agent will notify Purchaser and Sponsor that such funds have been deposited into escrow and will provide the account number and the initial interest rate, if any. Any deposits made for upgrades, extras, or Custom Work shall be initially deposited into the Master Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Master Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the first portion of the Deposit, Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the Agreement and Deposit to Escrow Agent or may apply to the Attorney General for relief. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in the Master Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

iv. Release of Funds

All Deposits, except for advances made for upgrades, extras, or Custom Work received in connection with the 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 Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

Escrow Agent will hold the Deposit in escrow until otherwise directed:

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

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

(iii) in a final decision by JAMS. See "Dispute Resolution."

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (i) through (iii) above, and the Escrow Agent receives a request by either party to release the Deposit, then the 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 paragraphs (i) through (iii) above. 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 Building is located and shall give written notice to both parties of such deposit.

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

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

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

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

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or

not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent. Sponsor has agreed to indemnify Escrow Agent from all costs, claims, expenses and damages incurred in connection with or arising out of the performance or non-performance of Escrow Agent's duties under Article 12 of the Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of Article 12 of the Agreement or involving gross negligence of Escrow Agent.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under Article 12 of the Agreement, if any. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance. Escrow Agent will maintain all records concerning the Master Escrow Account for seven years after the release of funds.

Sponsor may agree to modify the floor plans and finishes of certain Residential Units or to do Custom Work or provide extras to the Residential Units as requested by individual Purchasers as negotiated by Sponsor and Purchaser. Purchaser shall bear the cost of such modification to floor plans and finishes in advance and Sponsor shall be reimbursed (in a separate action) by Purchaser for the cost of removing the Custom Work if the Purchaser fails to close. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall be initially placed in escrow and shall be paid to Sponsor by the Escrow Agent to be used by Sponsor to pay for such work. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds used for Custom Work or extras, unless Purchaser is entitled to rescission because of Sponsor's withdrawal or abandonment of the Plan or other acts of Sponsor.

v. Waiver Void

Any provision of any 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 conflict or inconsistent provisions in the Agreement, Plan or any amendment thereto.

3. **Date of the First Closing; Closing Notices**

After this Plan is declared effective, Sponsor shall fix dates for closing title to Units for which Agreements have been fully executed. Sponsor will give each Purchaser not less than thirty (30) days prior written notice of the date, time and place (in the Borough of Manhattan) for the Closing. Purchasers may, but are not required, to waive this thirty (30) day notice. At Closing, such Purchaser shall pay the balance of the Purchase Price stated in the Agreement at Sponsor's option by wire transfer or by unendorsed, personal certified check or by official cashier check.

4. **Default**

In the event a Purchaser fails to close title on the date set for Closing or otherwise fails to perform any other obligation under his or her Agreement, and such default is not cured within 30 days after Sponsor gives written notice to such Purchaser of the default, Sponsor, at its

option, on behalf of itself and the Condominium Board, may (i) cancel such Agreement and retain as liquidated damages the Deposit made by the Purchaser together with all interest earned thereon, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy or (ii) bring an action against the Purchaser for specific performance, in which event, the Purchaser could be compelled by court order to complete the purchase of the Unit. In the event Sponsor elects to cancel the Agreement and retain the Deposit, all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

In the event Sponsor elects not to cancel the Agreement as a result of the failure of the Purchaser to close on the date specified by Sponsor, or if Sponsor approves a request from the Purchaser to adjourn the closing date, then Sponsor may require that: (a) the Purchaser pay Sponsor interest at a rate of 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) on the total Purchase Price, computed from the Original Scheduled Closing Date until the transaction is actually closed; and (b) all apportionments between Sponsor and the Purchaser be made as of the Original Scheduled Closing Date; in addition, the Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of the Purchaser's delay.

Time is of the essence with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Agreement, and to cure a default within 30 days after Sponsor gives written notice to the Purchaser of such default. Therefore, a Purchaser who defaults under his or her Agreement and who does not cure such default within such 30-day period may not be permitted any additional time to cure such default.

As provided in the form of Agreement, which is set forth in Part II of the Plan as Exhibit 1, the following occurrences, among other things, without limitation of any other term or provision thereof or of the Plan, shall constitute an event of default under a Purchaser's Agreement: (a) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; (b) the appointment of a non-bankruptcy trustee or receiver over Purchaser or Purchaser's property, or the filing of an involuntary petition in bankruptcy against Purchaser; or (c) the filing of a judgment or tax lien against Purchaser which Purchaser does not pay or bond within 30 days after the filing thereof.

5. **Prohibition Against Advertising, Selling or Leasing**

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

6. **Risk of Loss**

If the Purchaser is or becomes the tenant or occupant of a Unit before the Closing and, before such Closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss not covered by Sponsor's insurance and the obligation to repair the damage, unless the cause thereof originated outside of the Unit or did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees or workmen. Otherwise, the risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit within two (2) months after the date of the occurrence of such fire or casualty then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser its entire Deposit, together with interest earned thereon, within thirty (30) days' notice of such election, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit(s), together with interest earned thereon.

7. **Financing**

Although a Purchaser may obtain financing from any lending institution or any other source, the Purchaser's obligation pursuant to an Agreement to purchase a Unit shall not be contingent on the Purchaser obtaining a commitment for financing or actually obtaining financing

for such purchase. In other words, a Purchaser shall remain obligated under an Agreement to purchase his or her Unit whether or not he or she is able to obtain financing. Neither Sponsor nor Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited, and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

8. **Transfer Taxes and Mansion Tax**

Under the Purchase Agreement, Purchaser will be required to pay the New York State Real Estate Transfer Tax applicable to the transaction (the "State Transfer Tax"). The State Transfer Tax as of July 1, 2019 is $2.00 per $500, or fractional portion thereof, of the consideration for the Residential Unit transferred at Closing plus an additional $1.25 per $500, or fractional portion thereof, of the consideration for the Residential Unit transferred at Closing when the consideration for the entire conveyance is $3,000,000 or more. As of the date of this Plan, the State of New York imposes no administrative fee with respect to filing New York State Form TP-584 in connection with the State Transfer Tax. However, Purchasers will be obligated to pay any such administrative fee or other filing charge as the State of New York may impose in the future with respect to such filing.

Under the Purchase Agreement, Purchaser also will be required to pay the New York City Real Property Transfer Tax (the "RPT Tax") applicable to the transaction and complete the RPT Tax return in connection therewith (the State Transfer Tax and the RPT Tax are referred to in this Plan collectively as the "Transfer Taxes"). The RPT Tax rate currently is 1% of consideration for individual residential cooperative Residential Units priced at $500,000 or less and 1.425% of consideration for individual residential cooperative Residential Units priced at more than $500,000. Purchaser shall also be required to pay the administrative charge for filing the RPT Tax return (and any other administrative fee or filing charges as the City of New York may impose), which currently is in the amount of $125.

Purchasers are advised that the New York City Department of Finance takes the position that higher, non-residential RPT Tax rates apply if Purchaser purchases more than one Residential Unit. The non-residential rates currently are 1.425% for purchases with a consideration of $500,000 or less, and 2.625% for purchases with a consideration of more than $500,000. Purchasers of two (2) or more uncombined Residential Unit will be required to pay the RPT Tax at the applicable higher rate.

Without a contract provision making purchasers responsible for payment of the Transfer Taxes, payment of the Transfer Taxes ordinarily is the obligation of a seller. New York City and New York State take the position that where a contract of sale for real property provides, as does the Purchase Agreement, that the purchaser pays the Transfer Taxes, the Purchase Price for the property is that much higher than the amount stated in the contract itself. The State Transfer Tax and the RPT Tax have thus been calculated by New York City and New York State in situations where a purchaser pays the Transfer Taxes, first by computing the RPT Tax and the State Transfer Tax on the Purchase Price listed in the contract of sale or Purchase Agreement, and

then adding this aggregate tax amount to the Purchase Price listed in the contract of sale or Purchase Agreement, as applicable, to derive a "grossed up" Purchase Price. The RPT Tax and State Transfer Tax are then recalculated based upon this "grossed up" Purchase Price. Purchasers accordingly will be obligated to pay the RPT Tax and the State Transfer Tax calculated pursuant to this "grossing up" procedure, and also will be obligated to pay the RPT Tax at such higher rate as may be applicable when and if Purchaser is purchasing two or more Residential Units simultaneously. It is possible a similar gross-up calculation will be imposed for other costs and amounts paid by Purchaser, such as if taxing authorities take the position they would be Sponsor costs absent a contractual provision making them a Purchaser's obligation. Accordingly, a gross-up calculation will be employed with respect to document preparation and related fees paid to Sponsor's Counsel by Purchaser as discussed above.

The foregoing discussion is not a representation or warranty that New York State and/or New York City will continue to compute the Transfer Taxes owed them by use of the policies, practices, formulas or rates described above, or that Sponsor will so compute the Transfer Taxes. If the RPT Tax rate and/or State Transfer Tax rate is increased by New York City or New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed an Purchase Agreement hereunder.

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers (the "Mansion Tax"), which tax shall be the primary obligation of Purchaser. The Mansion Tax shall be payable by Purchaser as follows:

Tax Rate	Consideration
1%	$1 million up to $2 million
1.25%	$2 million up to $3 million
1.5%	$3 million up to $5 million
2.25%	$5 million up to $10 million
3.25%	$10 million up to $15 million
3.5%	$15 million up to $20 million
3.75%	$20 million up to $25 million
3.9%	Over $25 million

PURCHASERS ARE FURTHER ADVISED THAT NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE TAKES THE POSITION, THAT FOR PURPOSES OF THE MANSION TAX, CONSIDERATION INCLUDES NOT ONLY THE PURCHASE PRICE FOR THE RESIDENTIAL UNIT LISTED IN THE PURCHASE AGREEMENT, BUT ALSO THE AGGREGATE OF ANY TRANSFER TAXES PAYABLE BY PURCHASER UNDER THE PURCHASE AGREEMENT. THUS, FOR INSTANCE, A RESIDENTIAL UNIT PRICED AT $985,000 UNDER AN PURCHASE AGREEMENT WHERE A PURCHASER PAYS THE TRANSFER TAXES WOULD SUBJECT THE PURCHASER TO LIABILITY FOR THE MANSION TAX AS THE AGGREGATE OF THE PURCHASE PRICE PLUS THE TRANSFER TAXES EXCEEDS $1 MILLION. Purchasers of Residential Units where the consideration (including the Purchase Price itself, plus the aggregate Transfer Taxes and possibly other costs and amounts payable by Purchaser as discussed above) is $1 million or more, currently will be obligated to pay the Mansion Tax at closing. The foregoing

discussion is not a representation or warranty that New York State will continue to compute the Mansion Tax owed to it in accordance with the foregoing policies, practices, formulas or rates. If the Mansion Tax rate is increased by New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed an Purchase Agreement hereunder.

Purchaser shall also pay any tax in addition to the Transfer Taxes, Mansion Tax and Stamp Tax (e.g., without limitation, a pied-a-terre tax) payable by transferor or transferee at Closing and imposed on the transaction after the date of this Plan by New York City or New York State ("Additional Tax"). Sponsor will amend the Plan to disclose any Additional Tax.

Sponsor's Counsel will cause the Title company to file returns for the State Transfer Tax and RPT Tax (and, if applicable, Additional Tax) after Purchaser's Closing Date, and Purchaser shall pay any administrative and/or service fee(s) charged by the Title company to make such filings.

9. **Unit Power of Attorney**

At the Closing and simultaneously with the delivery to Purchaser of the Unit Deed, Purchaser shall execute and acknowledge the Unit Power of Attorney substantially in the form set forth in Part II of the Plan as Exhibit 4 to: (a) the persons who shall from time to time constitute the Condominium Board designating such Board as the Purchaser's attorney-in-fact, for the purpose of acquiring or leasing in the name of the Condominium Board or its designee on behalf of all Unit Owners any Unit and to otherwise deal with the Condominium and the Common Elements, all in accordance with the provisions of the Declaration and the By-Laws; and after any such acquisition or leasing of any Unit, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired or leased, as the case may be, all in accordance with the provisions of the Declaration and By-Laws; (b) the persons who shall from time to time constitute the Residential Committee designating such Residential Committee as the Purchaser's attorney-in-fact, for the purpose of acquiring or leasing in the name of the Residential Committee or its designee on behalf of all Residential Unit Owners any Residential Unit and to otherwise deal with the Condominium and the Common Elements, all in accordance with the provisions of the Declaration and the By-Laws; and after any such acquisition or leasing of any Residential Unit, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with any such Residential Unit so acquired or leased, as the case may be, all in accordance with the provisions of the Declaration and By-Laws; and (c) Declarant, for the purpose of amending the Declaration and effectuating the rights granted to Declarant under the Declaration and the By-Laws and this Plan and consenting on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot for the purpose of transferring to or from Sponsor, or its successors or assigns, all or any portion of the Development Rights. Failure by any Purchaser to deliver such document at closing shall constitute an event of default under a Purchaser's Agreement, entitling Sponsor to all remedies set forth in such Agreement

10. **Foreign Missions: Required Notification and Waiver of Diplomatic or Sovereign Immunity**

Any Purchaser that is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, must notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor will not be bound under any Agreement with a foreign mission unless and until the earlier to occur of: (i) receipt of a notification of approval from the Department of State; or (ii) 60 days after receipt of such Purchaser's notice by the Department of State.

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) shall expressly and voluntarily waive such immunity and consent to any suit action or proceeding arising out of or relating to the Agreement being brought in any state or federal court in the State of New York. Any such purchaser shall designate C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, 13th Floor, New York, New York, 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Agreement.

11. **Dispute Arbitration.**

Any dispute between Sponsor and Purchaser relating to the disposition of the payments received by Sponsor and held by Escrow Agent shall be resolved by binding arbitration ("Arbitration"). The Arbitration forum shall be JAMS. The Arbitration shall be conducted in accordance with JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Streamlined Rules"). The JAMS Streamlined Arbitration Rules and Procedures may be accessed at: http://www.jamsadr.com/rules-streamlined-arbitration.

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

The Arbitration will take place at JAMS headquarters, currently located at 620 Eighth Avenue, New York, New York. If the Unit is located outside of New York County, the arbitration shall take place at a venue within the county in which the Unit is located selected by the Arbitrator.

Sponsor and Purchaser are relinquishing their right to bring suit in court, including the right to trial by jury, concerning disputes over the dispositions of the payment, except as provided by the rules of arbitration under New York CPLR §7511. There are procedural differences between arbitration and litigation that Purchasers should consider. JAMS may impose a shorter time limits for filing and bringing claims under the JAMS Streamlined Rules than in standard litigation. For example, as of the date hereof, JAMS Streamlined Rules require a response to a notice of claims within seven (7) days, while in New York Supreme Court a respondent has

either twenty or thirty days to file an answer, depending on the type of service of process. Discovery powers are less expansive in arbitration than in a traditional court proceeding. The ability of parties to obtain documents, witness statements and other tools of discovery may be limited by the Arbitrator and JAMS Streamlined Rules. New York Law does not authorize any party to an arbitration to file a notice of pendency based on an ongoing arbitration proceeding.

The parties shall bear the costs of their own expenses and witness preparation. The parties shall equally share the costs of the JAMS administrative fees, including the Arbitrator's compensation. At the conclusion of the hearing. the Arbitrator shall make his or her determination and shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the Arbitration. The prevailing party shall be reimbursed for their share of the JAMS administrative expenses.

The decision of the Arbitrator shall be final and conclusively binding on the parties. An Arbitrator does not have explain their ruling when rendered. There is very limited ability to have a court reverse or modify an arbitration award. See New York CPLR § 7511. In no event shall Sponsor or Purchaser have the right to bring any action in Law or equity to otherwise seek damages or any other relief with respect to this dispute.

In no event shall the payment be released from escrow until at least ninety (90) days has elapsed from the issuance of the final arbitration award. See CPLR §7511. While arbitration awards are generally final, there are limited possibilities for a party to vacate an award. In the event that a purchaser brings a proceeding pursuant to CPLR §7511 to vacate the award, the payment must remain in escrow until that proceeding is finally adjudicated.

Pursuant to New York Civil Practice Law and Rules ("CPLR") §7511, Escrow Agent shall not release the payment from escrow until at least ninety (90) days after issuance of the Award. During that 90-day period Purchaser may bring an action pursuant to CPLR §7511 to vacate or modify the Award. During such interim period no statutory interest will accrue (or be deemed to have accrued) on the payment. Escrow Agent shall continue to hold the payment funds in escrow until otherwise directed by a final, non-appealable judgment or order of a court of competent jurisdiction directing the disposition of such funds. Motions to enforce an arbitration clause or to confirm or set aside an arbitration award, must be brought in a New York court. In the event the party challenging arbitrator's award loses the appeal, the losing party will reimburse the winning party all of its costs including legal fees and expenses of the appeal.

12. **Sponsor's Rights if Purchaser Elects Not to Exercise Option or Does Not Comply with the Purchase Agreement**

If (x) Purchaser does not elect to exercise the option granted under the Purchase Agreement to close on the Residential Unit on the Original Scheduled Closing Date, or (y) when Sponsor tenders the Residential Units (or any assignment thereon to Purchaser, Purchaser does not then sign any of the necessary purchase documents referred to in this Plan, or (z) Purchaser does not remain in compliance with any of the other terms of the Purchase Agreement (including, without limitation, the obligation to make any applicable Additional Deposit, if any), then Sponsor, subject to next succeeding paragraph, shall be entitled to terminate the Purchase Agreement and retain the Deposit made thereunder with interest earned thereon, if any. In addition, Sponsor shall

be entitled to proceed against Purchaser to recover any applicable Additional Deposit (if any), and costs of Custom Work and the cost of removing any work done in the Unit at the Purchaser's request, if not already paid.

Before Sponsor may fully and finally terminate the Purchase Agreement and keep Purchaser's Deposits, Sponsor must first send Purchaser a notice by Federal Express or other reputable overnight courier, by hand delivery or by regular, registered or certified mail, stating that Sponsor intends to terminate the Purchase Agreement, specifying the reason(s) therefor, and granting Purchaser a period of at least thirty (30) days within which Purchaser may reinstate the Purchase Agreement. **TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO REINSTATE THE PURCHASE AGREEMENT WITHIN THE SPECIFIED PERIOD, WHICH SPECIFIED PERIOD SHALL BE AT LEAST THIRTY (30) DAYS FROM THE DATE THE NOTICE IS SENT. AFTER THE SPECIFIED PERIOD EXPIRES, IF THE PURCHASE AGREEMENT HAS NOT BEEN REINSTATED, SPONSOR MAY TERMINATE THE PURCHASE AGREEMENT, RETAIN PURCHASER'S DEPOSITS AS WELL AS THE PAYMENT FOR CUSTOM WORK, IF APPLICABLE, TOGETHER WITH INTEREST EARNED THEREON (IF ANY), AND SELL THE RESIDENTIAL UNITS TO ANOTHER PURCHASER AS IF THE PURCHASE AGREEMENT HAD NEVER BEEN ENTERED INTO. HOWEVER, IF THERE IS A DISPUTE OVER THE DEPOSIT PRECEDING (OR SUBSEQUENT TO) DISBURSEMENT OF THE DEPOSIT UPON TERMINATION OF THE PURCHASE AGREEMENT, NO STATUTORY INTEREST WILL ACCRUE (OR BE DEEMED TO HAVE ACCRUED) ON THE DEPOSIT OR OTHER MONIES DEPOSITED BY PURCHASER WHILE DISBURSEMENT OF THE DEPOSIT REMAINS IN DISPUTE.**

13. **Statute of Limitations to Claim Sponsor Breach of Purchase Agreement**

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

14. **Financial Crimes Enforcement Network Disclosure**

Purchasers are advised that the Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury ("FinCEN"), has recently extended and expanded an earlier

issued Geographic Targeting Order ("Order") that applies to any corporation, partnership, limited liability company, or other similar business entity ("Covered Purchaser") using cash, a cashier's check, certified check, traveler's check or money order in any form, a funds transfer or virtual currency, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase a Residential Unit in the Borough of Manhattan from Sponsor for a total price in excess of $300,000.00 (a "Covered Transaction"). The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the Title company at Closing all documents and information necessary in order for the Title company to comply with the requirements set forth in the Order, including without limitation the requirement to file a completed FinCEN Form 8300. Any failure by the Covered Purchaser to deliver such documents and information shall be deemed an Event of Default under the Agreement. Purchasers are advised to refer to the text of the Order itself for further details: https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf.

15. **Delivery of Closing Documents**

Each Purchaser's title underwriter must agree (i) to timely submit the Unit Deed, all Transfer Tax forms and checks for payment of such Transfer Taxes required to be submitted to the appropriate governmental authorities for recording and payment in connection with the conveyance of the Unit to Purchaser; and (ii) indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) in the event the title underwriter (or its abstract company) fails to file such Unit Deed and Transfer Tax forms and remit payment of the Transfer Taxes required in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency. If said title underwriter does not execute an indemnification substantially in the form set forth as Exhibit A to the Agreement in Part II of the Plan, Purchaser must, as more fully set forth in the Agreement, agree to indemnify the Sponsor, its counsel, agents and others for loss, damages, penalties, fines and the like (including attorneys' fees) if its title underwriter (or such title underwriter's abstract company) fails to file such Unit Deed, transfer tax forms and remit payment of the Transfer Taxes required in connection therewith in a timely manner in accordance with Law and the requirements of any governmental or quasi-governmental agency, and pay any such taxes, fines or penalties assessed or charged by any governmental or quasi-governmental agency. (Please refer to the "Closing Costs and Adjustments" Section of Part I of the Plan and a copy of the Agreement set forth as an Exhibit in Part II of the Plan.)

N. ASSIGNMENT OF PURCHASE AGREEMENTS

An Agreement may not be assigned by the Purchaser thereunder. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Counsel, four signed assignments of the Agreement (to be prepared by Sponsor's Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as two (2) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN, as applicable, which must be delivered to the Selling Agent or Sponsor's Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to "Holland & Knight LLP" (for services rendered in connection with the assignment), not less than 20 days prior to the date scheduled for the Purchaser's closing. In the event such fee is not collected prior to the Closing, it is payable at the Closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Furthermore, if Purchaser is requesting to assign the Agreement to an entity, then the Purchaser shall furnish to Sponsor's Counsel, all organizational documents containing proof that the proposed assignee entity is authorized to assume the Agreement and close on the Unit. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Unit(s) for sale or resale with any broker or otherwise advertising, promotion or publicizing the availability of such Unit(s) for sale shall remain if effect.

In connection with the foregoing, if Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, a limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall be considered an assignment and shall be subject to provisions, prohibitions and terms of the Plan concerning assignment, except that a sale of less than 50% of the stock, or in the case of a partnership, limited liability company or other entity, less than 50% of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of 51% or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of it profits.

O. EFFECTIVE DATE

Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR (i.e., purchase agreements signed by bona fide purchasers including investors for at least 15% of the Residential Units (i.e., 1 Residential Unit) offered under the Plan). The Plan must be declared effective when Agreements have been executed by prospective Purchasers and accepted by Sponsor with respect to 3 Units or eighty percent (80%) of the Units offered for sale. The Plan may be declared effective at an earlier date, at Sponsor's sole election, when bona fide Agreements (including those executed by investors) have been executed and accepted by Sponsor with respect to fifteen (15%) percent of the Units being offered for sale under the Plan.

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

This Plan will be declared effective either by: (a) personal service of written notice to all Purchasers and, within five (5) business days following such notice, an amendment to this Plan confirming that this Plan was declared effective as of the date of such notice will be submitted to the Department of Law, which amendment, upon acceptance for filing, will be delivered to all Purchasers; or (b) by duly filed amendment to this Plan. The closing of title with respect to any Unit shall in no event take place prior to the acceptance for filing of such amendment to this Plan.

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

The Plan may, at the option of Sponsor, be abandoned a) at any time before it is declared effective and b) after it is declared effective in the event of: (1) the existence of one or more title defects affecting any one or more Units or the Property that cannot be removed, cured or complied with or without litigation or for less than one half of one percent of the Total Offering amount; (2) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired for less than one half of one percent of the Total Offering amount; or (3) a taking of all or part of the Property in condemnation proceedings or by eminent domain.

In the event the Plan is withdrawn or abandoned, the Plan will be abandoned by a duly filed amendment and all Deposits, together with interest earned thereon and Custom Work Costs, if any, will be returned to Purchasers within five (5) days following such withdrawal or abandonment. Upon the return of the Deposits, together with any interest earned thereon, the Agreements will be

null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Agreements. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and, in the case of an abandonment, shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all funds received.

P. TERMS OF SALE

1. Preconditions for Closing

The term "Closing" as used herein refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a deed upon payment by Purchaser to Sponsor of the balance of the Purchase Price for such Unit. After the Plan has been declared effective, Sponsor shall provide Purchasers with at least thirty (30) days' notice of the scheduled Closing Date. The Closing to each Unit shall be held at the offices of Sponsor's Counsel, Holland & Knight LLP, 31 West 52nd Street, New York, New York 10019 or at such other place as Sponsor may designate on not less than two (2) business days' notice prior to the Closing. The Closing to each Unit shall take place only after or concurrently with the following events:

(i) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted;

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

(iii) either (i) the release of the Unit and its appurtenant interest in the Common Elements from the lien of all mortgages, if any, or (ii) if the Purchaser is obtaining financing on such Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Unit and its appurtenant interest in the Common Elements;

(iv) the delivery to Purchaser of written notice of the time and place of the Closing to the Unit at least thirty (30) days prior to the Closing Date specified therein, unless such notice is waived by Purchaser, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

(v) the execution and delivery by Sponsor of a bargain and sale deed with covenants against grantor's acts (which deed shall be substantially in the form set forth in Part II of the Plan) conveying title to the Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances;

(vi) the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in his or her Unit, and the assignment by Sponsor to the Condominium Board of the right to proceed under any existing assignable warranties covering appliances, equipment or fixtures installed in the General Common Elements or Residential Common Elements, as the case may be. (Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed. Sponsor makes no representation as to which,

if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit);

(vii) the execution and delivery by Purchaser of the Unit Power of Attorney, the form of which is set forth in Part II of the Plan;

(viii) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the Purchase Price of the Unit, insuring that (i) Purchaser has fee title to his or her Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which his or her Unit's title is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the Purchase Price of his or her Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act.

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the Plan and the proposed Unit Deed. Title exceptions that will affect the Property after closing are described in the Agreement on Schedule A. Title exceptions may include any additional state of facts a subsequent survey would show, provided that such additional state of facts does not render title unmarketable.

Sponsor is not obligated to repair any damage from a casualty or other cause that occurs before the closing of a Purchaser's Unit. If Sponsor elects to repair any such damage, Purchaser's Agreement will remain in full force and effect, Purchaser shall not have the right to reject title or receive a credit against or an abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. If Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, the Agreement shall be deemed canceled and Sponsor shall return to Purchaser all sums deposited by Purchaser under the Agreement, together with interest earned thereon, if any, except if Purchaser is in default under the Agreement, Sponsor shall retain any such sums as and for liquidated damages, within thirty (30) days' notice of such election.

A Closing will take place only concurrently with the issuance of a TCO for a specific Unit until the issuance of a TCO or FCO for the entire Building.

All personal property located within a Unit as of the date the Agreement is executed or located within the Common Elements on the date the Declaration is filed, is not included in the conveyance, unless the Agreement or the Declaration, as the case may be, specifically includes it.

If the construction loan on the Building is not satisfied at or prior to the First Closing, at the First Closing, the Mortgagee will release its lien on the Condominium Unit being conveyed and the Common Elements.

2. **Acceptance of Deed**

103The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work to be completed in the Unit by Sponsor following the Closing Date, but all such obligations to complete work in the Unit shall cease once the work has been completed. Notwithstanding the foregoing, Sponsor's obligations to perform work in any Unit shall not survive beyond one (1) year after the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser on the inspection statement. A Purchaser shall provide written notice that such Purchaser wishes to inspect the Unit pursuant to this Paragraph at least ten (10) days prior to Closing and Sponsor shall respond prior to Closing. A Purchaser who fails to inspect such Unit prior to the Closing shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan.

3. **Condition of Unit**

Notwithstanding anything to the contrary set forth above, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging 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 title grouting, adjustment of any bi-fold 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 and sound infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises and normal noises from the operation of elevators and garbage chutes, (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, which also may result in the warping of the floors (xiii) repair of chips, scratches, mars, 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 closing of title to the Unit, 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 used in bathrooms or cracks, variations in tone, finish or color of vanity tops or other marble 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. Prior to Closing, but in no event thereafter, Sponsor shall be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair shall be made by filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Sponsor's obligation for the condition of a Unit is limited to

the original purchase of a Unit from the Sponsor. Sponsor shall have no responsibility for any condition in any Unit that is resold by a Purchaser from the Sponsor.

Notwithstanding the foregoing, Sponsor is obligated to build and complete the Condominium in accordance with the building plans and specifications identified in the Plan.

4. **Tax-Deferred Exchanges**

Sponsor makes no representation or warranty as to whether a Unit will qualify as part of a tax-deferred exchange and Purchasers should rely on their own tax attorney or accountant for that determination nor does Sponsor represent that Sponsor can meet Purchaser's requirements to act within Purchaser's time frame. However, the form of Agreement (Exhibit 1 in Part II of the Plan) provides that in the event a Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the applicable Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Agreement other than as set forth therein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of any Unit.

5. **Risk of Loss**

If the Purchaser is or becomes the tenant or occupant of a Unit before the Closing and, before such Closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss not covered by Sponsor's insurance and the obligation to repair the damage, unless the cause thereof originated outside of the Unit or did not result from the acts of such purchaser or other occupants of the Unit or such Purchaser's guests, invitees or workmen. Otherwise, the risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit within two (2) months after the date of the occurrence of such fire or casualty, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit

against, or abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

Q. CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Agreement, in addition to Purchaser's own legal fees, Purchaser will pay the closing costs set forth below at the time of the closing of title of the Purchaser's Unit. Recording charges, fees and taxes are based on rates in effect on the date the Plan was prepared and are subject to change without notice.

1. **Title Insurance**.

If Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium for title insurance, which will vary depending upon the Purchase Price of the Unit.

FEE RATE SCHEDULE FOR INSURANCE UNDER $1,000,000

FEE AMOUNT	PREMIUM
First $35,000 or less	$342.00
From $35,001 to $50,000	$5.67 per Thousand
From $50,001 to $100,000	$4.62 per Thousand
From $100,001 to $500,000	$3.71 per Thousand
From $500,001 to $1,000,000	$3.38 per Thousand

FEE RATE SCHEDULE FOR INSURANCE OVER $1,000,000

FEE AMOUNT	PREMIUM
First $35,000 or less	$402.00
From $35,001 to $50,000	$6.67 per Thousand
From $50,001 to $100,000	$5.43 per Thousand
From $100,001 to $500,000	$4.36 per Thousand
From $500,001 to $1,000,000	$3.98 per Thousand
From $1,000,001 to $5,000,000	$3.66 per Thousand
From $5,000,001 to $10,000,000	$3.25 per Thousand

Mortgage Title insurance rates are outlined on the schedule below.

MORTGAGE RATE SCHEDULE

FEE AMOUNT	PREMIUM
First $35,000 or less	$344.00
From $35,001 to $50,000	$5.55 per Thousand
From $50,001 to $100,000	$4.54 per Thousand
From $100,001 to $500,000	$3.64 per Thousand
From $500,001 to $1,000,000	$3.31 per Thousand
From $1,000,001 to $5,000,000	$3.05 per Thousand
From $5,000,001 to $10,000,000	$2.71 per Thousand

Note: Title insurance rates and fees for recording documents are uniform, and will be the same regardless of the title company used.

2. **Recording Charges**.

A fee for recording the Unit Deed and Unit Power of Attorney. The Title Insurance Company charges $42.00 as a base recording charge plus $5 per page plus $40.00 document service charge and charges a mortgage recording fee (if applicable) at a rate of $42.00 per instrument plus $5 per page and a $40.00 document service charge. Each title company establishes its own additional service fees and surcharges in this regard.

3. **Mortgage Tax Credit**.

If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s). Alternatively, Sponsor may require in its sole discretion 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.

4. **Transfer Taxes**.

The New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purchase of a single Unit is one percent (1%) of the Purchase Price of a Unit $500,000 or less (1.425% of the Purchase Price if over $500,000), and the New York State Real Estate Transfer Tax ("NYS Tax"), which is $2.00 per $500, or fractional portion thereof, of the consideration for the Residential Unit transferred at Closing plus an additional $1.25 per $500, or fractional portion thereof, of the consideration for the Residential Unit transferred at Closing when the consideration for the entire conveyance is $3,000,000. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to tax. Therefore, the steps to compute the tax are:

(i) Multiply the Purchase Price by the RPT Tax rate to compute the City tentative tax.

(ii) Multiply the Purchase Price by the NYS Tax rate to compute the tentative NYS Tax.

(iii) Add the tentative taxes to the Purchase Price.

(iv) Multiply the sum of (iii) by the RPT Tax rate to determine the RPT

Tax payable.

(v) Multiply the sum of (iii) by the NYS Tax rate to determine the NYS Tax payable.

Example:

Purchase Price = $3,200,000.00

(1) $3,200,000 x 1.425%	=	$45,600.00
(2) $3,200,000 x .65%	=	$20,800.00
(3) $3,200,000 + $66,400	=	$3,266,400.00 ("Adjusted Purchase Price")
(4) $3,266,400.00 x 1.425%	=	$46,546.20
(5) $3,266,400.00/$500.00 x $2.00 (rounded up to nearest $500)	=	$21,231.60
(6) $3,266,400.00 x 1.5%	=	$48,996.00 (the "Mansion Tax" – see below)

Where a purchaser purchases two or more Units, the NYC RPT Tax rate where the consideration is $500,000 or less will be 1.425%, while the tax rate where the consideration is in excess of $500,000 will be 2.625%. The City of New York Department of Finance has recently taken the position that the consideration for the transfer of each Unit is not aggregated for purposes of determining total consideration. There is no guarantee that The City of New York will not change its positions with respect to the purchase of multiple Units by the same purchaser.

5. **Mansion Tax**.

If the Purchase Price of the Unit is $1,000,000 or more, the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax", will be payable by Purchaser. Purchase Price and transfer taxes payable by purchaser are added together by NYS Department to arrive at total consideration. Therefore, a residential unit priced at $985,000, where purchaser pays transfer tax, would subject purchaser to liability for Mansion Tax as the aggregate of price plus tax would exceed $1,000,000.

The Mansion Tax is currently payable by Purchaser as follows:

Tax Rate	Consideration
1%	$1 million up to $2 million
1.25%	$2 million up to $3 million
1.5%	$3 million up to $5 million
2.25%	$5 million up to $10 million
3.25%	$10 million up to $15 million
3.5%	$15 million up to $20 million
3.75%	$20 million up to $25 million
3.9%	$25 million and above

6. **Closing Fees**.

a. The legal fees of Sponsor's Counsel in the amount of $4,000.00 due at Closing. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor's Counsel, in connection with the closing of title to Purchaser's Unit: If the Purchaser requests the Closing to occur other than at the offices of Sponsor's Counsel or such other place as Sponsor may designate in its closing notice and Sponsor consents to such change, an attendance fee of $500 for each Closing held within Manhattan and $750 for each Closing held in any borough outside Manhattan. In addition, if Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Agreement, or for the addition, deletion or substitution of names on the Agreement, Purchaser shall pay a fee of $1,000 to Sponsor's Counsel, payable in advance for preparation of an assignment agreement (Purchaser may pay more than one fee pursuant to this paragraph with respect to a single Unit), (iv) if Purchaser obtains mortgage financing, then Purchaser shall pay the Sponsor's Counsel an additional fee of $750 to defray the additional costs associated therewith, (v) if the closing is adjourned solely due to the fault of Purchaser, the Purchaser will be required to pay Sponsor's Counsel an additional fee of $1,000 for each adjournment to help defray the cost of preparing for and coordinating the new closing, (vi) $250 for the preparation of ACRIS transfer documents required by the City of New York, and (viii) Purchaser shall pay Sponsor's Counsel the sum of $600 in connection with the consideration, review and processing of any agreement of exchange or the like which Sponsor is requested to execute in connection with any tax deferred exchange under Section 1031 of the Internal Revenue Code, and, (ix) if any Custom Work is to be done in the Unit, then Purchaser shall pay Sponsor's Counsel an additional fee to defray the additional cost associated therewith for negotiating and preparing the requisite documents on an hourly basis at Sponsor's Counsel customary rates. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Unit. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

b. Purchasers or any other persons entering into an Interim Occupancy Agreement for a Unit shall be required to pay the legal fees of Sponsor's Counsel in connection

therewith upon the execution of the Interim Occupancy Agreement. Such legal fees are estimated to be approximately $2,500 assuming that the Purchaser's counsel does not negotiate the terms of the Interim Occupancy Agreement. Any fees above $2,500 will be billed on an hourly basis by Sponsor's Counsel at customary rates. In connection with the Closing of a Unit subject to an Interim Occupancy Agreement, all other charges or other fees due under an interim lease shall be adjusted as of midnight of the day preceding the Closing Date to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Interim Occupancy Agreement for any Unit. Please refer to the Sections of the Plan entitled "Closing Costs and Adjustments" and "Interim Occupancy Agreements" for further details.

7. **Working Capital**.

A contribution to the Working Capital Fund in an amount equal to two (2) months' Common Charges then in effect for the Residential Unit pursuant to the Budget in accordance with Schedule A hereto, as the same may be amended from time to time.

8. **Common Charges**.

In addition to the contribution to the Working Capital Fund by the Purchaser of a Residential Unit as described in paragraph (7) above, Purchaser will pay to the Condominium Board the Residential Common Charges for the Residential Unit for the first full month following the month in which title closes. If 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), Purchaser shall pay to the Condominium Board an amount equal to the Common Charges for such Unit for a period of two (2) years as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the Residential By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of the Residential By-Laws, the Residential Committee may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which such Unit Owner is in default; and such Unit Owner shall, within thirty (30) days after notice from the Residential Committee, deposit with the Residential Committee the amount so applied or retained so that at the option of the Residential Committee, the applicable Board shall have the full amount of said security on hand at all times.

9. **Mortgage and Related Costs**.

If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000 is $2.05 for each $100 of principal and such tax for mortgages in the amount of $500,000 or greater is $2.175 for each $100 of principal. This tax is reduced for Residential Units in both instances by $30.00 if the mortgage principal exceeds $10,000. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources. As previously stated in paragraph (e) above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit

of Sponsor. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender one-twelfth (1/12) of the estimated annual real estate taxes and tax assessments which are assessed or are to be assessed against the Unit, together with one-twelfth (1/12) of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month's real estate taxes, tax assessments and insurance premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

Example: A numerical example of the mandatory and elective closing costs set forth in this Section of the Plan for a hypothetical Unit with a Purchase Price of $9,600,000 and a mortgage of $7,680,000 (80% financing) based on rates in effect in December, 2019 are set forth below (all amounts are approximate). The elective costs are indicated as such. All other costs are mandatory.

1. Premium for simultaneous fee and mortgage title insurance is $39,184.00 [Elective cost]

2. Fee to record Unit Deed (assuming 8 pages + 1 cover page) and Unit Owner's Power of Attorney (assuming 6 pages + 1 cover page) at a rate of $42 for each instrument plus $5 per page plus a recording charge for the RP5217 NYC form plus the title insurer's service charge is approximately $369.

3. Purchaser's mortgage recording tax (at a rate of 2.05% of the mortgage – if less than $500,000 – or 2.175% of the mortgage – if $500,000 or more), minus $30 and minus .25% payable by the mortgage lender before deducting the statutory credit against the mortgage tax credit payable to Sponsor is $147,810.00. [Elective cost]

4. Mortgage recording fee (assuming 20 pages, including 1 cover page) at the rate of $42 per instrument, $5 per page, and a $40 service fee to title company is approximately $182.00. [Elective cost]

5. Municipal charge to record the mortgage tax credit affidavit is $25. [Elective cost]

6. Other projected potential mortgage loan costs (assuming: "points" of 1% of mortgage amount, appraisal of $250, lender's legal fee of $750, UCC-1 filing fee of $70 and $200 allowance for miscellaneous expenses) are approximately $78,070.00. [Elective cost]

7. New York State transfer tax (also called the documentary stamps) at the rate equal to the Adjusted Purchase Price (see Example above) x .65% (rounded up to the nearest $500) is $62,400.00.

8. New York City transfer tax (at the rate of 1.425% of an Adjusted Purchase Price of more than $500,000) is $136,800.00.

9. "Mansion Tax" of 1.5% of the Adjusted Purchase Price (if the Adjusted Purchase Price is $3,000,000 to $5,000,000) is $96,000.00.

10. Purchaser's payment of Sponsor's base Legal Fees is $4,000.00.

11. Working Capital Fund payment equal to two (2) months' projected Common Charges is $3,832.00

12. Next month's Common Charges is $1,916.00

13. Allowance for title closer gratuity is $250.00. [Elective cost]

14. ACRIS Fee to Sponsor's Counsel is $250.00

15. Mortgage Financing Fee to Sponsor's counsel is $750.00

Estimated and Approximate Total: $571,838.00

Note: This projection does not include: (a) escrows for real estate taxes, Common Charges or other sums that might be required by Purchaser's mortgage lender, (b) a travel fee to Sponsor's Counsel in the event the Purchaser's lender or its counsel refuses to close at the office of Sponsor's Counsel or (c) a fee to Purchaser's attorney.

Purchaser's actual Closing costs will be based upon the applicable governmental and title company rates in effect on the Unit Closing Date.

The foregoing projections of mandatory and elective Closing costs are not guaranteed. Although the projections are believed to be reasonable, there are a number of unknown factors (such as the mortgage loan Closing costs, which may vary widely amongst different lenders). As a result, the actual Closing costs may be higher or lower, perhaps substantially, than those projected.

All legal costs, fees and expenses of Sponsor's Counsel, other than those specifically set forth above, will be the sole responsibility of Sponsor.

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed) on the basis of the period for which assessed, (b) Common Charges for the month in which title closes and (c) accrued rent and any other charges pursuant to an Interim Occupancy Agreement or use and occupancy agreement, if any, covering Purchaser's Unit. In the event the Units have not been separately assessed for real estate tax purposes the Unit Owners will pay a pro rata share (in the proportion that such Units' Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges. (Please refer to Schedule A for an estimate of real estate taxes payable during the first year of Condominium operation). The

Condominium Board will 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. If any Unit Owner fails to pay his pro rata share as set forth above, the Condominium Board will have a lien on such Unit for non-payment of Common Charges. (See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers – Common Charges: Collection and Lien for Non-Payment" for further discussion.) At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay such taxes directly to the taxing authority. Real estate taxes will be included as Common Charges until the Units are separately assessed. Following separate assessment of the Units, the Unit Owners will be reimbursed for any overpayment of taxes, or assessed for an underpayment, as described in the By-Laws.

If a Purchaser fails for any reason to close title to his or her Unit on the Original Scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the Original Scheduled Closing Date, regardless of when the actual Closing 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 Agreement and this Plan, an amount equal to 0.04% of the Purchase Price of his or her Unit for each day starting from (and including) the Original Scheduled Closing Date to (and including) the day before the actual Closing Date.

Except as specifically set out in this Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of this Plan, the creation of the Condominium and the initial sale of Units, including, but not limited to, all selling expenses and commissions payable to Selling Agent for the initial sale of Units pursuant to this Plan, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the Effective Date of the Plan, in connection with the obligations of Sponsor (see the Section entitled "Rights and Obligations of Sponsor.")

10. Transfer Taxes and Mansion Tax

Under the Agreement, Purchaser will be required to pay the New York State Real Estate Transfer Tax applicable to the transaction (the "State Transfer Tax"). The State Transfer Tax currently is $2.00 per $500, or fractional portion thereof, plus an additional $1.25 per $500, or fractional portion thereof, of the consideration for the Residential Unit transferred at Closing when the consideration for the entire conveyance is $3,000,000 or more. As of the date of this Plan, the State of New York imposes no administrative fee with respect to filing New York State Form TP-584 in connection with the State Transfer Tax. However, Purchasers will be obligated to pay any such administrative fee or other filing charge as the State of New York may impose in the future with respect to such filing.

Under the Agreement, Purchaser also will be required to pay the New York City Real Property Transfer Tax (the "RPT Tax") applicable to the transaction and complete the RPT Tax return in connection therewith (the State Transfer Tax and the RPT Tax are referred to in this Plan collectively as the "Transfer Taxes"). The RPT Tax rate currently is 1% of consideration for individual Residential Units priced at $500,000 or less and 1.425% of consideration for individual Residential Units priced at more than $500,000. Purchaser shall also be required to pay the

administrative charge for filing the RPT Tax return (and any other administrative fee or filing charges as the City of New York may impose), which currently is in the amount of $125.

Purchasers are advised that the New York City Department of Finance takes the position that higher, commercial RPT Tax rates apply if Purchaser purchases more than one Residential Unit. The commercial rates currently are 1.425% for purchases with a consideration of $500,000 or less, and 2.625% for purchases with a consideration of more than $500,000. Purchasers of two (2) or more uncombined Residential Unit will be required to pay the RPT Tax at the applicable higher rate.

Without a contract provision making purchasers responsible for payment of the Transfer Taxes, payment of the Transfer Taxes ordinarily is the obligation of a seller. New York City and New York State take the position that where a contract of sale for real property provides, as does the Agreement, that the purchaser pays the Transfer Taxes, the Purchase Price for the property is that much higher than the amount stated in the contract itself. The State Transfer Tax and the RPT Tax have thus been calculated by New York City and New York State in situations where a purchaser pays the Transfer Taxes, first by computing the RPT Tax and the State Transfer Tax on the Purchase Price listed in the Agreement, and then adding this aggregate tax amount to the Purchase Price listed in the Agreement, as applicable, to derive a "grossed up" Purchase Price. The RPT Tax and State Transfer Tax are then recalculated based upon this "grossed up" Purchase Price. Purchasers accordingly will be obligated to pay the RPT Tax and the State Transfer Tax calculated pursuant to this "grossing up" procedure, and also will be obligated to pay the RPT Tax at such higher rate as may be applicable when and if Purchaser is purchasing two or more Residential Unit simultaneously. It is possible a similar gross-up calculation will be imposed for other costs and amounts paid by Purchaser, such as if taxing authorities take the position they would be Sponsor costs absent a contractual provision making them a Purchaser's obligation. Accordingly, a gross-up calculation will be employed with respect to document preparation and related fees paid to Sponsor's Closing Agent by Purchaser as discussed above.

The foregoing discussion is not a representation or warranty that New York State and/or New York City will continue to compute the Transfer Taxes owed them by use of the policies, practices, formulas or rates described above, or that Sponsor will so compute the Transfer Taxes. If the RPT Tax rate and/or State Transfer Tax rate is increased by New York City or New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed an Agreement hereunder.

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers (the "Mansion Tax"), which tax shall be the primary obligation of Purchaser. The Mansion Tax shall be payable by Purchaser as follows:

Tax Rate	Consideration
1%	$1 million up to $2 million
1.25%	$2 million up to $3 million
1.5%	$3 million up to $5 million
2.25%	$5 million up to $10 million
3.25%	$10 million up to $15 million

3.5%	$15 million up to $20 million
3.75%	$20 million up to $25 million
3.9%	Over $25 million

PURCHASERS ARE FURTHER ADVISED THAT NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE TAKES THE POSITION, THAT FOR PURPOSES OF THE MANSION TAX, CONSIDERATION INCLUDES NOT ONLY THE PURCHASE PRICE FOR THE RESIDENTIAL UNIT LISTED IN THE AGREEMENT, BUT ALSO THE AGGREGATE OF ANY TRANSFER TAXES PAYABLE BY PURCHASER UNDER THE AGREEMENT. THUS, FOR INSTANCE, A RESIDENTIAL UNIT PRICED AT $985,000 UNDER AN AGREEMENT WHERE A PURCHASER PAYS THE TRANSFER TAXES WOULD SUBJECT THE PURCHASER TO LIABILITY FOR THE MANSION TAX AS THE AGGREGATE OF THE PURCHASE PRICE PLUS THE TRANSFER TAXES EXCEEDS $1 MILLION.

Purchasers of Residential Units where the consideration (including the Purchase Price itself, plus the aggregate Transfer Taxes and possibly other costs and amounts payable by Purchaser as discussed above) is $1 million or more, currently will be obligated to pay the Mansion Tax at closing. The foregoing discussion is not a representation or warranty that New York State will continue to compute the Mansion Tax owed to it in accordance with the foregoing policies, practices, formulas or rates. If the Mansion Tax rate is increased by New York State on or after the date of this Plan, same shall not give rise to a right of rescission on the part of any Purchaser who has executed an Agreement hereunder.

Purchaser shall also pay any tax in addition to the Transfer Taxes, Mansion Tax (e.g., without limitation, a pied-a-terre tax) payable by transferor or transferee at Closing and imposed on the transaction after the date of this Plan by New York City or New York State ("Additional Tax"). Sponsor will amend the Plan to disclose any Additional Tax.

11. Fees for Delay

If Purchaser is not ready to exercise the option granted under the Agreement and close on the Original Scheduled Closing Date, but ultimately exercises the option and closes thereafter, (i) all adjustments made at the Closing will be made as of the Original Scheduled Closing Date and (ii) Purchaser shall pay to Sponsor (or anyone Sponsor designates) at the Closing, by unendorsed personal certified check or bank check, in either event drawn on a bank that is a member of the New York Clearing House Association, an amount equal to 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) of the Purchase Price multiplied by the number of days that the Closing is delayed, beginning with (and including) the Original Scheduled Closing Date and ending with (and including) the actual Closing Date. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor adjourns the Closing Date. However, the provisions shall apply to any postponements by Purchaser of Purchaser's exercise of the option, and the Closing, beyond the Original Scheduled Closing Date. Sponsor reserves the right to waive any or all provisions of this paragraph in connection with an Agreement.

12. Other Fees

In addition to the foregoing, Purchaser also will be required to pay the fees of all professionals, including attorneys employed or retained by Purchaser, in connection with the purchase of a Residential Unit. If Purchaser obtains a loan to finance the purchase, Purchaser will be required to pay all fees associated with the loan.

R. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Construction Loan

Sponsor has obtained construction financing from Construction Lender. No Residential Units may be rented by Sponsor without the consent of Lender for so long as the loan remains outstanding. However, Sponsor's unconditional right to rent rather than sell Units under the Plan shall not be affected to the extent Construction Lender gives its consent to rent Units. Construction Lender has not required a minimum number or percentage of Units which must be under contract before the Plan may be declared effective. Construction Lender will release its lien on each Unit being conveyed and its interest in the Common Elements. There are minimum release prices for each Unit set by Construction Lender that must be paid to Construction Lender in order for Construction Lender to release its lien from the Unit being sold.

2. Sponsor's Obligations with Respect to the Building

Subject to the terms and conditions of the Plan, Sponsor shall have the following obligations and all Purchasers upon execution of their respective Agreements will be deemed to have accepted, approved and agreed to abide and be bound by the following: Sponsor will diligently, expeditiously and at its sole cost and expense, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete construction of the Building substantially in accordance with the Plans and Specifications. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that any materials, appliances, equipment and fixtures which Sponsor may substitute shall be similar products of substantially Equal or Better Quality or design. Sponsor shall not change the size or number of units and/or their respective percentages of common interest, and that no material change will be made in the size or quality of common elements, except by amendment to the plan and, when applicable, to the declaration. Unless an affected purchaser consents, no material change will be made 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 the purchaser is not in default. Unless all purchasers consent, no material change will be made in the size and no material change will be made in the quality of common elements.

There is a rebuttable presumption that an area that is diminished by 5% or less is not material. Notwithstanding the foregoing, any such changes, if material (for example, variations in square footage in excess of 5%), shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. No such change will be made if the same would materially affect any Purchaser under an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless (i) the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists), and in such event, Sponsor will, in the amendment disclosing such material change, offer the affected

Purchaser(s) the right, for at least 15 days, to rescind their Agreement(s) and receive refund(s) of their Deposit(s), together with all interest earned thereon, (ii) the affected Purchaser consents or (iii) the Purchaser is in default. No material change will be made in the size or location of any Units' other improvements or Common Elements if such changes affect the percentage of Common Interests or materially affect the value of any Unit to which title has closed or for which an Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change. However, as long as the layout and dimensions of a Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claims against Sponsor as a result thereof. The issuance of a TCO or FCO for the entire Residential Section of the Building shall be deemed rebuttable evidence that the construction of such portion of the Building and its appurtenances and all of the Residential Units have been substantially completed in accordance with this Plan and the Plans and Specifications.

Sponsor or its representatives will correct, repair or replace all defects in the construction of the Building and its appurtenances and the Residential Units, or in the installation or operation of any appliances, fixtures or equipment in the same, or will cause the same to be corrected, repaired or replaced, only if such defects are due to improper workmanship or material substantially at variance with the Plans and Specifications, and Sponsor is notified by the Board or the affected Unit Owner in writing of such defect: (i) as to the Common Elements, within six (6) months from the earlier of the issuance of a TCO for the portion of the Building subject to such defect or the date of substantial completion of the portion(s) of the Common Elements which is claimed to be defective; or (ii) as to any Unit, on or prior to the date of closing for such Unit, except that if any such defect in a Unit can be detected only by occupancy of the Unit, Sponsor will correct such defect if notified in writing by the Unit Owner within six (6) months from the earlier of the closing of title to such Unit or the commencement date of an Interim Occupancy Agreement for such Unit. However, notwithstanding the foregoing, Sponsor will not be responsible for correcting any defects in construction or 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 Condominium Board or any Unit Owner(s); or for any condition resulting from normal wear and tear or natural deterioration or from normal settling or shifting of the Building, or for defects of an insubstantial nature, such as, without limitation, partial or total demise of any trees, shrubs, or other landscape improvements, nail pops, ridging on gypsum board/sheet rock walls, lumber shrinkage, doors or windows sticking due to weather, door warpage, scratches in formica or porcelain surfaces, bath and kitchen title grouting cracks, adjustment of any bi-fold doors, walls not square, electrical plates not straight, discolorations or shrinkages, 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, ceiling imperfections, separation in joints of kitchen tile or wood flooring, warping, cupping or creaking of wood flooring or any nicks, scratches, gouges, imperfections or discolorations thereof, floors out of level, variations in width, length or tone of wood floor strips or other flooring or floor finishes, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settling (including, without limitation, concrete or drywall cracks which do not impair the structural soundness of the Building), normal plumbing, heating and air conditioning noises, or carpet discoloring and stretching; or for paint

touch-ups or for repair of chips, mars, breaks or other defects in windows, and window sashes, sliding glass doors, lighting fixtures and globes, interior painted surfaces, sinks, tubs, bowls, shower doors, kitchen cabinets, counter tops, vanity tops and bases, medicine cabinets, doors, mirrors, saddles, appliances, woodwork, doors, hardware, flooring and appliance cabinets, salting or color variation in exterior colored mortar and deep colored brick, ponding and/or controlled drainage on the roof surface, or 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 filling the stone or formica or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone, formica or porcelain surfaces. Except as expressly set forth herein, Sponsor has no obligation to make any repairs of any kind. In no event shall Sponsor be liable for special or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan shall be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), in accordance with the terms and conditions set forth in this paragraph, provided, however, that nothing contained herein is intended to relieve Sponsor of liability for actual damages resulting from property damage or personal injury arising as a result of negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in this Plan. Notwithstanding the foregoing, Sponsor's repair or replacement of any item of construction shall not be construed as an admission of fault or defect.

Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of (i) any insubstantial variations from the Plans and Specifications or the description of any portion of the Building or a Unit set forth in this Plan or (ii) minor variations from the Plans and Specifications or the description of any portion of the Building or a Unit set forth in this Plan which are neither in violation of applicable codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation affecting the Building which is material will be disclosed in a duly filed amendment to this Plan.

Each Unit and the fixtures and personal property contained therein, are being sold and delivered as described in this Plan, at the time of transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit, but all such obligations to complete work in the Unit shall cease once the work has been completed. Notwithstanding the foregoing, Sponsor's obligations to perform work in any Unit shall not survive beyond one (1) year after the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser on the inspection statement except for work necessary to cure violations incurred as a direct result of work performed by Sponsor and to

obtain a FCO.

Under the present construction schedule, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery and/or the inability to obtain on a timely basis or otherwise, materials or equipment, government restrictions, acts of god or other events beyond its reasonable control, it is anticipated that, except for finishing work to stairways, hallways and other areas of the Building which are not intended for the exclusive use of any one Unit Owner and specialized work, if any, which Sponsor agrees to perform in individual Units at the request of Purchasers, a first TCO could be issued on the Completion Date and the Building will be substantially completed by the Completion Date, subject to Unavoidable Delays. Sponsor, however, makes no warranty or representation as to the date of substantial completion or the issuance of the first TCO. Purchasers should also note that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such date.

Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the Purchase Price for his or her Unit or otherwise be relieved from any obligations under the Agreement in the event the closing of a Unit does not occur on a specific date. In the event that the first year of operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised Budget with current projections and if: (i) such amended budget exceeds the projected Budget set forth herein by 25% or more; or (ii) the First Closing does not occur within 12 months after the date set forth in Schedule B as the commencement date for the projected first year of operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable Law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Unit will take place prior to the Plan being declared effective.

During the period when Sponsor is completing construction of the Building, move-ins into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The TCO may be issued for some but not all of the Residential Units and Sponsor may complete construction of certain Residential Units before others. Purchasers should also note that even if the First Closing occurs on approximately January 1, 2021 (or such other date projected as the date of commencement of operation at the time the Agreement was entered into) or within the twelve (12) month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such Units are located. Accordingly, Purchasers may not be able to close title to their respective Residential Unit(s) for some period of time after signing their respective Agreements and after the closing of the first Unit. In such a case, provided that the Sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, a Purchaser will not be entitled to a right of rescission or to make claims against the Sponsor for damages or losses as

a result of such delays and will not be excused from paying the full Purchase Price for the Unit.

(iv) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a FCO covering the entire building but with only a TCO, and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local odes 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 a 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 a FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that the DOB will issue the FCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

(v) Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principal(s) are obligated to procure the FCO.

(vi) Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A fact sheet on certificates of occupancy is available on its website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

(vii) Purchasers should seriously consider negotiating their closings based on a FCO, not a TCO. If purchasing a Unit covered by a TCO, Purchasers should consult a licensed architect or engineer to determine what work has to be done in order for the Building to receive a FCO. Purchasers are advised to visit the Department of Buildings' website for further recommendations when purchasing a Unit that does not have a FCO.

(viii) In the event that a closing takes place prior to the issuance of a FCO for the Unit, Sponsor shall maintain all deposits and funds in the special escrow account required by Section 352-e(2)(b) of the New York General Business Law unless the Sponsor's engineer or architect certifies that a lesser amount will be necessary to complete the work necessary to obtain a FCO for the Unit, in which case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from escrow. Alternatively, Sponsor may deposit with the Escrow Agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified,

in which event same will be reflected by duly filed amendment to the Plan. Any amount held in escrow, in excess of the amount certified as reasonably necessary to complete the work needed to obtain the FCO, can be released from escrow from time to time upon the receipt by Escrow Agent of a request by Sponsor.

(ix) Each Unit and the fixtures and personal property contained therein are being sold and delivered as described in this Plan, at the time of transfer of title to such Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Unit, and the fixtures and personal property contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if the Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Sponsor and the Purchaser in question will immediately thereafter agree to include on the inspection statement a list of incomplete work to be completed in the Unit by Sponsor following the Closing for the Unit in question but all such obligations to complete work in the Unit shall cease once the work has been completed. The failure of Sponsor to complete such work shall not be a ground for Purchaser delaying the Closing. Sponsor shall have no obligation to complete any work described herein which is not specifically designated on the inspection statement by the Purchaser, except for work necessary to cure violations and to obtain a TCO or FCO. Notwithstanding the foregoing, Sponsor's obligations to perform work in any Unit shall not survive beyond one (1) year after the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser on the inspection statement except for work necessary to cure violations and to obtain a FCO. Notwithstanding anything contained herein, Sponsor is obligated to build and complete the condominium in accordance with the building plans and specifications identified in the Plan.

(x) Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Board, on behalf of all Residential Unit Owners, or the Condominium Board, on behalf of all Unit Owners, as the case may be, the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to his Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliances, equipment and fixtures covered by such warranties are first installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit provided, however that the warranties for the appliances in each Unit will commence from the date the Unit is first occupied for residency.

(xi) Sponsor shall not be obligated to correct, repair, or replace any and all defects relating to construction of the Residential Units, the General Common Elements, the Residential Common Elements and the Residential Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (GBL Article 36-B) is not applicable to this offering because such Law is applicable to units in buildings of five stories or less. However, Sponsor's

obligations to construct the premises must be in accordance with all applicable codes and filed Plans and Specifications.

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

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

(xiv) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(xv) Sponsor shall have the obligation to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Condominium Board and the Unit Owners in any such action or proceeding.

(xvi) Following the issuance of a FCO for the Building, Sponsor will deliver to the Condominium Board a complete set of mechanical, electrical and plumbing drawings for the entire Building.

(xvii) In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building.

(xviii) Sponsor is reserving the right to delay the collection of Common Charges until such time into the future (the "Waiver Period"). During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent Purchasers. Such amendment shall also disclose the anticipated Waiver Period. Prior to commencing the collection of Common Charges, Sponsor will notify all Unit Owners by written notice of the expiration of the Waiver Period. Notice shall be given to Owners in writing at least thirty (30) days prior to the

commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent Purchasers.

(xix) All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in Schedule B– "Projected Budget for First Year of Operation of the Residential Units". In all instances the Residential Unit Owners will remain responsible for the payment of their allocable share of real estate taxes. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Residential Unit Owners terminate the Waiver Period.

(xx) Sponsor will pay all Common Charges (or as applicable, operating expenses), special assessments and real estate taxes allocated to any Unsold Unit in accordance with the provisions of the By-Laws. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Units. Sponsor will fund its financial obligations from proceeds from the sales of offered Units, rental income from Unsold Units, and financing. No bond or other security will be posted by Sponsor with respect to this obligation.

(xxi) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the Section entitled "Rights and Obligations of the Board") the cost of which insurance has been reflected in the Projected Budget set forth in Schedule B.

(xxii) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection, by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(xxiii) Sponsor is obligated to deliver to the Condominium Board a set of "as-built" plans for the Building and all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First Closing.

(xxiv) Sponsor may dissolve or liquidate at any time. In the event of such an occurrence or the transfer to an investor of twenty (20%) percent of the Units in the Condominium, in connection with Sponsor's liquidation of its interest in the Residential Units, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under this Plan, applicable Law or regulations.

(xxv) All representations under the Plan, all obligations pursuant to the GBL and such additional obligations under the Plan which are to be performed subsequent to the Closing of each Unit will survive delivery of the Unit Deed.

(xxvi) The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit, at which time any such risk not covered by Sponsor's insurance shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price for the subject Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of an Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit, or, if the casualty occurs after the First Closing and the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and Board of Managers"), the Agreement shall be deemed canceled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, within thirty (30) days' notice of such election, subject to Sponsor's rights to retain certain funds deposited by Purchaser for Custom Work in the Unit, whereupon the parties to the Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan; provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Sponsor will endeavor in good faith to sell all of the Residential Units in a timely manner however, there is no certainty as to the period of time required to sell all of the Residential Units. If Sponsor makes a bulk sale of all or some of its Unsold Units, the transferee successor sponsor shall be bound by Sponsor's representations regarding its commitment to sell Residential Units. The Sponsor may retain ownership of the Non-Residential Unit and may, decide to rent certain Residential Units from time to time. Therefore, it is likely, but there is no guaranty, that the Residential Unit Owners will obtain control of the Board at the expiration of the Initial Control Period (as such term is defined in the Condominium By-Laws).

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Unsold Units. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personalty or fixtures contained therein.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Agreements or to include any financial limitation on Sponsor's liability for

failure to perform its obligations under the Plan. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures other than as set forth in the Plan.

Obligations of Sponsor hereunder shall be enforceable by the Condominium Board on behalf of all Unit Owners. Sponsor shall have no obligation to any Purchaser of a Unit other than the Purchasers to whom Sponsor sold Units. By operation of Law, Sponsor appointed Board Members have a fiduciary duty to the Unit Owners. In addition, obligations of Sponsor shall be enforceable by individual Unit Owners if either: (i) the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of notice of such claim by any Unit Owner to the Condominium Board; or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid ninety(90) day period.

Except as set forth above or as required by Law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan which are to be performed after closing, shall survive the delivery of the respective Unit Deeds. In the event Sponsor is not financially able to perform its obligations under the Plan, sales will cease and the Plan will be amended to offer rescission to Purchasers, if any.

Sponsor anticipates obtaining a FCO for the Building within two (2) years after the First Closing provided, however, that the FCO cannot be obtained until all the Residential Units are completed. Sponsor will endeavor in good faith to sell all of the Residential Units unless otherwise specified in the Plan.

Notwithstanding anything to the contrary contained in the Plan, the Sponsor's obligation, regardless of any limitations in any warranty provided to a Purchaser or the Condominium Board or otherwise set forth in the Plan, is to construct the premises in accordance with all applicable codes and filed Plans and Specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed Plans and Specifications shall be resolved in favor of the latter.

3. **Alterations of Unsold Unit.** In order to meet the possible varying demand for number and type of different Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements and subject to the Declaration and By-Laws) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to: (i) make alterations, additions, improvements, replacements and/or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Unit(s); (ii) change the use (subject to compliance with all Laws, including, without limitation, the certificate of occupancy for such Unit) or layout of, or number of rooms in, any Unsold Unit(s) from time to time; (iii) change the size and/or number of Unsold Unit(s) by subdividing one or more Unsold Units into two or more separate Units, combining separate Unsold Units (including those resulting

from such subdivision or otherwise) into one or more Units, converting an Unsold Unit or any portion thereof to a Common Element, altering the boundary walls between any Unsold Units, or otherwise, including incorporating the use of any portion of the Limited Common Elements adjacent or appurtenant thereto (but only to the extent that such Limited Common Elements are not required to be maintained as Limited Common Elements based upon such alterations); (iv) whether in respect of subdivisions or combinations of the Unsold Units or otherwise, designate all or any part of an Unsold Unit or a Common Element as part of a newly created or expanded Unsold Unit or Common Element (v) if appropriate, reapportion among the Unsold Units affected by such change, their Common Interests, provided, however, that no change in any Unit's Common Interest will be made without obtaining the prior consent of all Unit Owners affected by such change; and (vi) use any Unsold Unit(s) as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable governmental Laws and regulations as to any such use. Any such change described in subsections (ii) through (v) in the immediately preceding paragraph and additionally any material change in the size or quality of any of the Common Elements shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. Unless all Purchasers consent, no material change will be made in the size and no material change will be made in the quality of Common Elements. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan.

Notwithstanding the foregoing, no material change will be made in a Unit's size, layout or percentage of Common Interest if an Agreement has been countersigned by Sponsor and returned to the Purchaser, provided that the Purchaser is not in default thereunder, unless (a) the affected Purchaser consents to such changes or (b) such changes are required to conform with Legal Requirements. In the event material changes are made pursuant to (b) of the immediately preceding sentence which materially affect the percentage of Common Interest allocable to a Unit or the size or quality of Common Elements, Sponsor will, in the amendment disclosing such material change, offer the affected Purchaser(s) who are not otherwise in default under their Agreements, the right, for at least fifteen (15) days after the Presentation Date, to rescind their Agreement(s) and receive a prompt refund of their Option Payment(s), together with all interest earned thereon.

The Common Interest of a Unit may change if there is a change in the floor space or 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 a particular Unit.

Furthermore, an initial Purchaser of an Unsold Unit shall have the right, without the approval of the Condominium Board, to make any alterations, additions, improvements or repairs in or to such Unit, provided that such purchaser obtains all necessary approvals required by Law, obtains insurance, as required and that Sponsor has consented to the same in writing at or prior to the closing of title to such Unit, which consent Sponsor may withhold or condition in its sole and absolute discretion.

4. **Insurance**

Sponsor will initially procure on behalf of the Condominium Board, to take effect

on or before the date of the First Closing, the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By Laws (see "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I below), the cost of which insurance has been reflected in the Budget set forth as Schedule B in Part I. To the extent any policy obtained and paid for by Sponsor shall satisfy the insurance requirements of the Condominium Board for the Condominium in respect of any period following the First Closing, the Condominium Board shall reimburse Sponsor for its prorated share of the cost of such coverage.

5. **Casualty**

If the Purchaser is or becomes the tenant or occupant of a Unit before the Closing and, before such Closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside of the Unit or did not result from the acts of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees or workmen. Otherwise, the risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Condominium Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

6. **Dissolution**

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

7. **Successors to Sponsor**

Sponsor reserves the right to sell twenty percent (20%) or more of the total number of Units in the Condominium and to designate the purchaser of such block(s) of Units as a "sponsor" under this Plan. The party so designated as a "sponsor" or "sponsor-designee" will have those additional rights and obligations (including the obligation to comply with all applicable Legal Requirements) applicable to a "sponsor" or "sponsor-designee" as more fully described in the Plan including the assumption of the status and all of the obligations of Sponsor for those Units under this Plan, applicable Laws or regulations.

8. **Reservation of Air and Development Rights**

As further described in the Declaration and By-Laws, all excess air or developmental rights (collectively, the "Development Rights") otherwise appurtenant to the Property both (a) prior to the First Closing, in connection with any renovation work to be performed by Sponsor at the Building; and (b) subsequent to the First Closing, not used in connection with any renovation of the Building prior to the First Closing will be allocated to the Sponsor. As a result, unless Development Rights are separately acquired therefor on behalf of the Building or a Residential Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Residential Unit by any Residential Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements and otherwise, may not be possible or may be limited. Further, the Development Rights Owner, as a result of such reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased in size as a result of such transfer or sale.

The Development Rights will not be used subsequent to the First Closing to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property after the First Closing solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights in excess of those used in connection with any renovation of the Building in accordance with the Plan. In the event such Development Rights are transferred to the owner(s) of adjoining properties, a Residential Unit Owner's views and exposure to light may be affected. The Condominium Board, which will be a Party in Interest in any activity by the City of New York is obligated to arrange for the owner of the Development Rights to participate in the action and to receive the Development Rights.

9. **Right of Access**

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan, performing certain alterations and repairs in or about the Unsold Units and exercising its other rights or performing its other obligations under the Plan. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

10. **Miscellaneous**

Sponsor and/or its designee (and their respective successors and assigns) shall have an easement for so long as Sponsor and/or its designee (and their respective successors and assigns) owns at least one Unsold Residential Units in the Building: (i) to erect, use, lease, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of any roof of the Building that is not occupied as of the date hereof for any other Building installations or as a common recreational area for the Unit Owners; and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment room that is not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Board of the type and location of any such equipment before installation. Any obligations of Sponsor under any lease, license or other right of use granted by Sponsor with respect to any roof or the aforesaid mechanical equipment room shall be the obligation solely of Sponsor and not of the Condominium and any rights of Sponsor, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and not of the Condominium. In connection with such easements and related rights, Sponsor and its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall be subject to such easement. The Unit Owners will not have any interest in the rents, profits or revenues from the rental, use or sale of any such space pursuant to the aforementioned easements and rights. Notwithstanding the foregoing, Sponsor shall be responsible for all costs and expenses associated with the operation of such equipment and easements. In the event a law is passed which requires Sponsor to pay license fees or special assessments imposed by the Condominium Board with respect to the use of the Common Elements, Sponsor shall be responsible for the payment of such license fees or special assessments.

Sponsor and its designee(s) shall have the right, until the tenth (10th) anniversary of the First Closing (or until no Unsold Units remain, if earlier), to use, without charge, portions of the Building, including the Common Elements, for exhibitions, events and/or 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.

11. General

Sponsor's representations, warranties and covenants under the Plan and under the GBL, which are required to be performed subsequent to the closing of title to a Unit will survive the delivery of the Unit Deed only for the time periods set forth in this Plan or as otherwise required by Legal Requirements. The obligations of Sponsor to pay Common Charges and to perform its other duties as a Unit Owner with respect to any Unsold Units will survive for as long as Sponsor owns the same.

Sponsor agrees to indemnify the Condominium Board and the Unit Owners against,

hold them harmless from and defend on their behalf any suits, proceedings, or claims arising out of any default by Sponsor in performing its obligations under this Plan or any breach of any representation expressly made by Sponsor in this Plan and resulting: (a) as to any Unit, from any occurrence taking place prior to the closing of title to such Unit; or (b) as to the Common Elements, from any occurrence taking place prior to the First Closing. However, Sponsor will not be liable for, or obligated to defend, any suits, proceedings or claims arising out of any occurrence taking place from and after the respective dates set forth above, except those arising out of any negligence or violation of Article 23A of the New York State General Business Law by Sponsor or as explicitly stated in this Plan.

The obligations of Sponsor hereunder shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either: (i) the Condominium Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of notice of such claim by any Unit Owner to the Condominium Board; or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid ninety (90) day period.

Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Sponsor's ability to perform its obligations under the Plan will depend on its financial condition from time to time. No warranty is made that Sponsor will be financially able to perform all or any of such obligations.

Until Sponsor no longer controls the Condominium Board, Sponsor will cause the Condominium Board to maintain the Building in substantially the same manner and condition as on the presentation date of this Plan (subject to ordinary wear and tear) and in accordance with the Legal Requirements, subject in all respects to Sponsor's right to change the Units and/or the Common Elements as set forth herein.

12. **Construction Dispute**

Prior to bringing any lawsuit, arbitration or administrative proceeding (a "Proceeding") against the Sponsor and/or the Sponsor's consultants, professionals, members, managers, or the Sponsor Principal (collectively, the "Sponsor Parties") relating to the construction of all or part of the Building (including the Units and Common Elements), the party intending to bring the Proceeding must have a report prepared (the "Correction Report") by an independent, licensed, architect or engineer (the "Inspecting Professional"). The Correction Report must identify the specific areas of the Building that are not in compliance with the specific provisions of the Offering Plan, the Plans and Specifications filed with the Department of Buildings, and/or the local construction codes (a "Claim"). The Sponsor shall have a 90 day period after the receipt of the Correction Report to correct any of the Claims or explain why the Claim is incorrect, prior to the Proceedings being brought by the Unit Owners or the Board. The Sponsor shall have no responsibility for damages to the Units or the Building arising out of the Unit Owner's, the Managing Agent's or the Board's failure to properly inspect, maintain or repair the Property or the Building.

At least thirty days prior to the Board commencing a Proceeding against the Sponsor

Parties, the owner of each Unit that is not owned by the Sponsor or an affiliate of the Sponsor, shall receive a) a copy of the Correction Report and the Sponsor's response to it, if any; b) a description of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; c) a copy of the engagement letter or retainer agreement between the Board and the attorney selected by the Board to assert or provide assistance with the Claim; d) a budget for the cost of bringing the Claim, whether incurred by the Board directly or for which the Board or the Unit Owners may be liable as a result of prosecuting the Claim; e) a summary of the steps previously taken by the Board to resolve the Claim; f) a statement that initiating the Proceeding may affect the market value, marketability, or refinancing of Units while the Claim is pending; g) a description of the manner in which the Board proposes to fund the cost of prosecuting the Claim; and, h) a letter from the attorney retained by the Board with an analysis of the Claim and the likelihood of success.

Notwithstanding the foregoing, neither the Board nor the Unit Owners are required to comply with the foregoing requirements prior to contacting the Attorney General of the State of New York. See the Section of the Plan entitled "Rights and Obligations of Sponsor".

The provisions set forth herein shall not apply to nor preclude any Purchaser or Unit Owner from availing themselves of the remedies afforded under the rules and regulations promulgated by the Attorney General of the State of New York. Said provisions are subject to all applicable law. See the Section of the Plan entitled "Rights and Obligations of Sponsor.

S. CONTROL BY SPONSOR

Sponsor as the owner of Unsold Units will, at its option, have control of the Board during the period which continues until the earlier to occur of: (i) the closing of title by Sponsor or its designees of all the Residential Units or (ii) five (5) years after the First Closing (the "Initial Control Period"). During the Initial Control Period of the Board, Sponsor would be able to control maintenance, facilities and services to be provided to Unit Owners and would determine the Common Charges to be paid by all Unit Owners and the enforcement of Sponsor's obligations by said Board(s). Within thirty (30) days after the end of the Initial Control Period, the Board will call a special meeting of the Unit Owners (the "First Annual Meeting"), to be held not less than ten (10) days nor more than forty (40) days after such date, at which time the Unit Owners will elect members to the Board and the members of the Board on behalf of the Building.

During the Initial Control Period, the Board shall consist of three (3) persons, as follows: (i) two (2) individuals are to be designated/elected by Sponsor, and (ii) one (1) individual is to be designated by the Non-Residential Unit Owner. Commencing with the First Annual Meeting, the Board shall consist of three (3) persons, two (2) of which will be chosen by the Residential Unit Owners (including the Sponsor) and one (1) of which will be chosen by the Non-Residential Unit Owner. The number of Board members and the number or composition of Board members may not be changed except in accordance with the procedures described in the By-Laws.

At the First Annual Meeting and at all times thereafter, Sponsor may be able to elect members of the Board as a result of its ownership of or interest in Unsold Units. Sponsor shall retain voting control of the Board if Sponsor and its designees are able to cast sufficient votes at such meetings to establish such control. In addition, Sponsor, for so long as Sponsor owns at least one (1) Unit, shall also have the right, at its option, to designate at least one member of the Board.

The By-Laws do not include a provision that after the expiration of the Initial Control Period a majority of the Condominium Board must be Unit Owner-occupants or members of a Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. Residential Unit Owners may never gain control of the Condominium Board because Sponsor has the unlimited right to rent the Unsold Units after the Plan is consummated.

Until Sponsor or its designee has conveyed title to seventy-five percent (75%) of all the Units, but in no event later than five (5) years after the First Closing, whichever shall first occur, the Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit, (b) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, Contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium or on behalf of the Building, or (f) exercise a right of first refusal to lease or

purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Board to comply with Laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

Sponsor may not exercise veto power over expenses described in the Section entitled "Budget for First Year of Condominium Operation, Schedule B" (the "Budget") or over expenses required (i) to comply with applicable Laws or regulations; or (ii) to remedy any notice of violation; (iii) to remedy any work order by an insurer, or (iv) any matter affecting the health and/or safety of the occupants of the Property. Sponsor may exercise veto power over expenses other than those described in the foregoing sentence for a period ending not more than five (5) years after the closing of the first Unit or whenever the Unsold Units constitute less than twenty five percent (25%) of the Common Interest, whichever is sooner.

Sponsor is reserving the right to delay the collection of Common Charges until such time into the future (the "Waiver Period"). During any such period of delay, the Sponsor will timely pay all expenses of the Condominium, including, but not limited to, insurance premiums and any reserve fund payments. Such expenses shall not include individual Unit Owner expenses such as real estate taxes, utility charges, etc. Upon commencement of collection of Common Charges, there will not be an assessment for any item in the approved budget for the Condominium. Regardless of the delay in collection of Common Charges, Sponsor shall remain obligated to update the budget for the Condominium as required by Department of Law regulations. In the event Sponsor elects to delay the collection of Common Charges, Sponsor shall disclose such fact in the closing notice or statement to Purchasers. Thereafter, Sponsor shall also disclose such fact in the post-closing amendment to the Offering Plan as a benefit to subsequent Purchasers. Such amendment shall also disclose the anticipated Waiver Period. Prior to commencing the collection of Common Charges, Sponsor will notify all Unit Owners by written notice of the expiration of the Waiver Period. Notice shall be given to Owners in writing at least thirty (30) days prior to the commencement of collection of Common Charges. Thereafter, Sponsor will disclose such fact in the next substantive amendment to the Offering Plan as a benefit to subsequent Purchasers.

All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Building and not on estimates set forth in Schedule B – "Projected Budget for First Year of Operation of the Residential Units". Purchasers should note that Schedule B – "Projected Budget for First Year of Operation of the Residential Units" will not be in effect until the expiration of the Waiver Period. In all instances the Residential Unit Owners will remain responsible for the payment of their allocable share of real estate taxes. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Residential Unit Owners terminate the Waiver Period.

If Sponsor shall exercise its right to waive collection of Common Charges as set forth above, Sponsor shall file an amendment to the Plan prior to the First Closing indicating that collection of Common Charges will not commence with the beginning of the First Year of Condominium Operation and further indicating the anticipated length of the Waiver Period. Sponsor will notify all Unit Owners in writing the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in

the following Amendment to the Offering Plan. During any such Waiver Period, Sponsor will timely pay all expenses of the operation of the Condominium, including but not limited to insurance premiums and reserve fund payments. Upon expiration of any such Waiver Period and the commencement of assessment of Common Charges against the Units, there will not be any assessment over and above the amount of such Common Charges against Units or Unit Owners for any item set forth in the approved budget that is in effect at the time of commencement of assessment of Common Charges. During any such Waiver Period, Sponsor shall remain obligated to update the operating budget for the Condominium when and as needed, as provided in the New York State Department of Law regulations as to the same.

To the extent there are members of the Board appointed by Sponsor, such Board members may be required to refrain from voting on any issue before the Board which involves the decision to sue Sponsor, pursuant to *Park River Owners Corp. v. Bangser Klein Rocca & Blum, 269 A.D.2d 313, 423 N.Y.D2d 465* (1st Dept. 2000); McKinney's Consolidated Laws of the State of New York, General Business Law, Volume 19, pocket part, page 193; and BCL 713(a)(1).

T. CONDOMINIUM BOARD

The affairs of the Building shall be governed by the Board, which during the Initial Control Period, shall consist of three (3) persons, two (2) of which shall be designated by Sponsor, and one (1) of which shall be designated by the Non-Residential Unit Owner. During the Initial Control Period, Sponsor reserves the right to designate fewer than two (2) persons to the Board. The initial members of the Board shall be Elichai Pariente, who is the principal of Sponsor and Nicholas Allen who is a professional associate of the principal of Sponsor.

Within thirty (30) days after the end of the Initial Control Period, the Board will call for the First Annual Meeting of Unit Owners, such meeting to be held not less than 10 days nor more than 40 days after such date. At the First Annual Meeting, the incumbent Board members shall resign and the Unit Owners shall elect a new Board consisting of three (3) members, two (2) of which shall be elected by the Residential Unit Owners and one (1) of which shall be elected by the Non-Residential Unit Owner. The Residential members shall serve as the Residential Committee, which will deal with issues that are exclusively Residential matters. (See the Section entitled "Control by Sponsor."). Thereafter, at each annual meeting, members of the Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Special meetings of the Unit Owners can be called by the President of the Board, by a majority of the Board, or by a petition signed by 25% in Common Interests of Unit Owners.

Except for Board members designated by Sponsor or its designee, all members of the Board must be either Unit Owners or certain interested parties (e.g. directors or shareholders of Unit Owners) as described in the By-Laws. No member of the Board shall continue to serve on the Board if, during his or her term of office, said member shall cease to be a Unit Owner or an interested party. All Board members shall serve without compensation. The By-Laws do not include a provision that after the expiration of the Initial Control Period a majority of the Residential members of the Condominium Board must be Unit Owner-occupants or members of a Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

The Board shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium.

As more fully set forth in the By-Laws, all determinations required to be made by the Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the First Annual Meeting. At such meetings, the Unit Owners shall elect the two (2) Residential members of the Condominium Board, subject to any rights of Sponsor to designate or elect Board members, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Board shall mail a notice of each annual or special

meeting of the Building to all Unit Owners of record. The notice, which will generally be given at least ten (10) days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than fifty (50%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast a vote equal to its percentage interest in the Common Elements.

The initial members of the Board will be affiliated with the Sponsor or its principals and described in the post-closing amendment to the Plan. The Board may appoint additional officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Board are to be executed by any officer thereof or by such other person or persons as may be designated by the applicable Board. However, any significant expenditure by the Board must be countersigned by two members of the Board.

The term of office of the members of the Board shall be for one year or until their successors are elected. Members of the Board shall serve without compensation. Any member of any Board may resign at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

A member of the Board designated or elected by the Unit Owners may be removed with or without cause by an affirmative vote of a majority of Unit Owners (as defined in the By-Laws) who are present at a meeting containing a quorum of Unit Owners; provided, however, that Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Board shall continue to serve on the Board if, during his term of office, said member shall cease to be a Unit Owner or an interested party; provided, however, that this provision respecting Unit ownership and Board membership shall not apply to members of the Board designated by Sponsor or its designee.

Upon the affirmative vote of a majority of the members of a Board, any officer may be removed with or without cause. A successor officer may be elected at any regular Board meeting or at any special Board meeting called for such purpose.

All officers, Board members and employees of the Condominium will be bonded at all times from and after the First Closing under fidelity bonds in favor of the Condominium. The amount and cost of the bonds has been provided for in the projected Budget for the first year of Condominium operation contained in Schedule B. The By-Laws provide to the extent permitted by applicable Law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium, or the Limited Common Element (except in their capacities as Unit Owners). Board members shall have no liability to Unit Owners except that a Board member shall be liable for his or her own bad faith or willful misconduct. All Unit Owners

shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member and each Board member, as the case may be, against any liability or claim except those arising out of such member's own bad faith or willful misconduct.

Generally, subject to certain exceptions concerning, among other things, Sponsor, and Unsold Units, and provided that required consents of the Mortgage Representatives, as defined in the Declaration, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

Notwithstanding any provision contained in the By-Laws to the contrary, no amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Unit Regulations shall be effective in any way (a) without the prior written consent of the affected Owner(s), with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Units or affecting the rights, privileges, easements, licenses or exemptions granted to any Unit Owners, (b) without the prior written consent of Sponsor or its designee or the owner of any Unsold Units with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the owner of any Unsold Unit, or otherwise adversely affecting Sponsor or its designee or the owner of any Unsold Unit or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Unit with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit.

U. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE CONDOMINIUM BOARD

1. Sales and Leases of Units

Each Residential Unit Owner may sell or lease his or her Unit provided such Unit Owner (the "Transferor") first gives the Board, on behalf of all Unit Owners, notice of his or her intention to sell or lease such Unit accompanied by a fully executed copy of the contract of sale, lease or other transfer or occupancy agreement together with a completed copy of the Condominium's standard form of Purchase Application or Lease Application, as the case may be (the "Offering Notice") and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in Article 7 of the By-Laws. If the Board does not elect to purchase or lease the Unit within twenty days after receipt of the Offering Notice, the Transferor will have the right to sell or lease the Unit pursuant to the terms contained in the Offering Notice within sixty (60) days thereafter. In the event such sale or lease is not consummated within said sixty-day period, the Transferor will be required to again first offer the same to the Board, provided that the Board shall be entitled to waive, or to permit an extension of such sixty day period. The Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present unless the Board is assigning its option to a third party so the Condominium's funds will not be utilized, in which event the vote is not required. The Transferor shall have the right to vote in any vote conducted by the Board for the purpose of determining whether the Board shall exercise its right of first refusal to purchase or lease the Transferor's Unit. Notwithstanding the foregoing, the Board has the right to reject sales and leases to purchasers and tenants who themselves (or Residents of their Units) have diplomatic immunity or have been convicted of violent crimes or child molestation without being required to exercise the right of first refusal.

In connection with the foregoing, the Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or other grounds prohibited by Law.

Any such deed given by a Transferor shall provide that the 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 the By-Laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board, and that the Board, if permitted by applicable Law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws. No lease of a Unit shall have a term of less than one (1) year.

Any purported sale or lease of a Unit in violation of this section shall be voidable

at the election of the Board.

The purchase of any Unit by the Board or its designee, on behalf of all Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Board may levy an assessment against each Unit Owner in proportion to his respective Common Interest, as a Common Charge, and/or such Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant Common Interest. The lease or sublease covering any Unit leased or subleased by the Board or its designee shall be held by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interest in the Common Elements.

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

The restrictions upon the sale and lease of Units shall not apply to Sponsor, the Sponsor's mortgagee or their designees with respect to any Unsold Units, to the Board, or to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Board.

A Unit Owner may only sell or lease such Unit Owner's entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the property to be conveyed, such Unit Owner's undivided interest in (a) the Common Elements and the Limited Common Elements, (b) any Unit or Units acquired by the Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof and (c) any other assets of the Building and the Condominium.

No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to closing. In addition, the Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the selling or leasing Unit Owner, as the case may be, to the Managing Agent.

Notwithstanding anything contained herein to the contrary, prior to the closing of title to a Unit, the Agreement prohibits a Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of

the Unit for sale or lease, without Sponsor's prior written consent.

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

2. **Use of Units**

A Unit may be used as a residence or for any lawful purpose, provided such use does not violate the then existing certificate of occupancy or the deed restrictions covering such Unit and complies with all applicable governmental regulations.

Each Unit Owner shall notify the Managing Agent in writing when a child or children ten (10) years of age or less lives or resides (even temporarily) in the Unit. The Unit Owner, or the Board at such Unit Owner's expense, shall install the required window guards in all windows of the Unit. The Unit Owner shall maintain all window stops installed in the windows of each Unit and shall not remove same until permitted by applicable Law and in any event, without full knowledge of the Managing Agent. The portion of all curtains, drapes, blinds or other window treatments visible from the exterior of the Building must be white to give the Building a uniform exterior appearance and must be compliance with the Project Standards.

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

Sponsor or its designee may, without the permission of any Board (a) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, does not violate the then existing certificate of occupancy

covering such Unit and the user of such Unit complies with all applicable governmental regulations and (b) retain ownership of one or more Units for use as models and sales, rental and/or promotion offices in connection with the sale or rental of other Units in the Condominium.

The current zoning Law permits a person who resides in a Unit to use up to 25% of the floor area of his Unit (but in no event to exceed 500 square feet) for certain home occupations including a fine arts studio, professional offices (e.g., lawyer, doctor or dentist) and teaching of not more than four persons. No transient tenant may be accommodated in a Unit, except in Unsold Units, as permitted by Law.

Under the current zoning regulations, the Building is located in an M1-5B zoning district, which permits accessory residential occupancy as of right within Use Group 17D (i.e., as Joint Living/Work Quarters for Artists ("JLWQA")). Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs ("DCA"). Certification as a working artist is necessary in order for an individual to qualify for joint living-working space in the M1-MA and M1-5B zoning districts (SoHo and NoHo). Under Sections 275-6 of Article 7-B of the Multiple Dwelling Law, an "artist" is defined, for the purpose of qualifying for joint living-working quarters in cities with populations of over one million-- as "a person who is regularly engaged in the fine arts, such as painting and sculpture, or in the performing or creative arts, including choreography and filmmaking, or in the composition of music, on a professional basis and is so certified by the city department of cultural affairs and/or state council on the arts." Once granted by the DCA, the artist's certification is valid for as long as the individual certified resides in the loft unit in which he or she resided at the time of certification. Under the DCA's current regulations governing artist certifications, if the artist moves within one (1) year following the date of certification, he or she can request a change of address in his or her certification. If more than one (1) year has elapsed, the individual must apply for recertification, but need only submit information relevant to the period of time, which has elapsed since the date of the original certification. Notwithstanding the foregoing, the Unit may be rented by Sponsor, subject to compliance with any applicable requirements of the zoning regulation, i.e., lessees must be a certified artist.

To the best of Sponsor's knowledge, the JLWQA requirements do not affect Sponsor's ability to procure a certificate of occupancy for the Building. The Property has been designated a landmark, governed by Chapter 8-a of the Administrative Code of the City of New York. Prior to a Unit Owner performing any construction work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work. This restriction will not apply to Sponsor, with respect to Unsold Residential Units because Sponsor obtained a Certificate of Appropriateness. The Condominium Board shall assume responsibility for the costs of maintaining and complying with the requirements of the landmark status of the building (and/or any portion thereof) and the costs associated therewith shall be a General Common Expense.

Section 277 of Article 7-B of the Multiple Dwelling Law requires certain construction requirements including but not limited to, exterior walls of the building being non-combustible, at

least one window in the unit, window openings in exterior walls shall confirm with the limitations set forth in table 3-4 of the Administrative Code of the City of New York and certain light and ventilation requirements for JLWQA. The plans and specifications identified in this Plan conform to the requirements set forth in Section 277 of Article 7-B of the Multiple Dwelling Law The Sponsor obtained a Certificate of Appropriateness from the New York City Landmarks Preservation Commission on July 25, 2019 for the renovation work.

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Building or any portion thereof. All valid Laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No "For Sale", "For Rent", "For Lease" sign, or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Unit or that violate the Project Standards, except that these sign restrictions shall not apply with respect to Unsold Units.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Building without prior written approval of the Board. No radio or television aerial, satellites or other similar device shall be erected by Unit Owners on the roof or exterior walls, windows or Terraces of the Building or on the Property without obtaining in each instance the written consent of the Board.

Each Unit Owner who keeps any type of pet in his or her Unit will be required to: (a) indemnify and hold harmless the Condominium, the Board, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Board adopted with respect thereto; and (c) clean up after their pet.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Units may be amended from time to time by the Board provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective. Further restrictions on the use and leasing of Units are set forth in the By-Laws and Rules and Regulations.

3. **Mortgage of Units by Unit Owners**

Each Unit Owner may mortgage his or her Unit, provided that the conditions with respect thereto set forth in the By-Laws are first complied with by him or her. As more fully set forth in the By-Laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage or other standard forms of mortgage, except for such changes or additions as may be required to permit a lender to make the loan (provided that this shall not apply to the mortgages of Sponsor, its designees or affiliates), (b) the applicable Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage and (c) the owner making such

mortgage first satisfies all unpaid liens against his or her Unit, other than Permitted Mortgages. The Sponsor shall have the right to mortgage any Unsold Unit without any restriction or limitation.

As more particularly set forth in the By-Laws, in certain instances the consent of the Mortgage Representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than three Mortgage Representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor or its designee and any mortgagee of Sponsor, its designee or affiliates, (ii) a bank, trust company, insurance company, real estate investment, mortgage trust, investment bank, trustee of a securitization or any other mortgagee, generally in the business of making real estate condominium loans, or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

4. **Common Charges: Determination and Assessment**

Common Expenses, which are payable only by Unit Owners and are included in their Common Charges, are allocated among Unit Owners in proportion to their respective Residential Common Interests. Common Expenses shall include, without limitation, such amounts as the Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Common Elements or the Limited Common Elements. In addition, the Common Charges include the Unit Owner's allocable portion of the Common Expenses. The respective Common Interests of each Unit, as estimated by Sponsor, are 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. Common Expenses include, among other things, all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements. Common Expenses may include amounts for certain other items as the Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Board of any Unit.

Common Expenses which include, among other things, the costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements and certain other expenses common to all Unit Owners, such as premiums for insurance covering the Building, Managing Agent fees and legal and accounting fees will be determined by the Board. Common Expenses shall also include such amounts as the Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Common Elements.

In the event that the annual receipts levied against Unit Owners during the first year of Condominium operation commencing on the date of First Closing exceed the actual expenses less income from sources other than Unit Owners for that period accounted for on an accrual basis by an amount in excess of $100,000, the receipts from Unit Owners over and above such amount may be rebated to the Unit Owners by the Board in proportion to each Unit's percentage of Common Interest. Rebates, if any, attributable to Units purchased from Sponsor during the first year of Condominium operation will be distributed by the Board to Sponsor and the Unit Owner(s)

in proportion to the amount of time Sponsor and each Unit Owner owned such Unit. Sponsor makes no representations that there will be any excess receipts for rebate to Unit Owners or, if rebates are made, what the tax consequences of such rebates would be to Unit Owners. See the Attorney's Tax Opinion in Part I of the Plan for further discussion regarding the income tax consequences of the ownership of Units by individual Unit Owners.

At least annually the Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess Common Charges to meet such expenses.

The Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Board to which they are payable, Common Charges and Common Charges will be payable monthly in advance on the first day of each month.

Notwithstanding anything to the contrary contained in the By-Laws, so long as Sponsor or its designee shall continue to own at least one Unsold Unit but in no event later than five years from the First Closing, neither the Board nor the Board may, without Declarant's prior written approval assess any Common Charges or Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund.

5. **Common Charges: Collection and Lien for Non-Payment**

Pursuant to Section 339-z of the Real Property Law and under the provisions of the By-Laws, the Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common Charges together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges, against a Unit will be effective from and after filing of a verified notice thereof in the City Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. The By-Laws provide that such liens may be foreclosed by a suit brought in the name of the Board (acting on behalf of all Unit Owners or all Unit Owners, as the case may be) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the appropriate Board to recover unpaid Common Charges without foreclosing such lien.

The Board may make any lien against a Unit Owner effective pursuant to Real Property Law §339-aa. The Sponsor will cause the Board to file a lien as provided in RPL §339-aa on a Unit owned by Sponsor if the Sponsor is more than thirty (30) days in arrears in paying Common Charges while Sponsor controls the Board.

No Unit Owner may exempt himself or herself from liability for his or her Common Charges by waiving use of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying his or her Unit without consideration to the Board and complying with certain

conditions in connection therewith, exempt himself or herself from Common Charges and Common Charges thereafter accruing.

On a resale of a Unit, the seller thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to his or her acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement (an "Estoppel Letter") from the Board, setting forth the amount of the unpaid Common Charges accrued against the Unit and neither such seller nor purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Board of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. Neither (a) a Permitted Mortgagee (as defined in the Declaration) acquiring title to a Unit at foreclosure sale nor (b) a purchaser at a foreclosure sale shall be liable, and the Unit shall not be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Permitted Mortgagee or purchaser. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title to such Unit. The Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

6. **Repairs to and Maintenance of Units and Common Elements**

Generally, all painting, decorating, and routine maintenance, repairs and replacements, (a) in or to any Unit (other than to the Common Elements or Limited Common Elements included therein), including the individual heating and cooling systems and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the Common Elements will be made by the Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense. Notwithstanding the foregoing, any repairs by Unit Owners to the incremental heating and air conditioning units within each Unit shall only be made by contractors or servicemen who have been previously approved by the Board.

The Units will have large glass windows, which should be covered during the portions of the day when the sun is strongest in order to maintain the temperature of the Units' rooms at comfortable levels and to conserve energy. The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted. The interior glass surfaces of all windows located in any Unit and the exterior glass surfaces of windows, which can be washed from Terraces, shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof as such Unit Owner's sole cost and expense. The exterior of other Residential Section windows shall be washed by the Condominium and the cost thereof shall be charged to the Residential Unit Owners as a Residential Common Expense. Any replacement of glass windows in any Residential Unit because of breakage or otherwise shall be made by the Board at the sole cost and expense of the owner of such Unit (unless such breakage is caused by the Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Board or such negligent Unit Owner, as the case may be). The By-Laws provide that each Unit and all portions of the Common Elements shall be kept in first-class

condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or appropriate Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep his or her Unit in such condition, the appropriate Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default.

The By-Laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Board, be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or Board.

In addition, the Rules and Regulations require that at least eighty (80%) percent of the floor area of Units (except for kitchens, bathrooms, closets and foyers) be covered with rugs, carpeting or equally effective noise-reducing material.

7. **Alterations and Improvements of Units and Common Elements**

No Unit Owner may make any structural alteration, addition, improvement or repair in or to his or her Unit without the prior written approval of the Board but, as more fully set forth in the By-Laws, this provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-Laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the appropriate Board. The Board may impose fees upon such Unit Owner to reimburse the Condominium for costs incurred in connection with the review or supervision of such Unit Owner's work.

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit, unless approved and executed, if necessary, by the Board. The Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided any alteration to such Unsold Unit shall be in accordance with, and only as permitted by, the Condominium Act and all governmental

regulations. Under the terms of the By-Laws, Sponsor is authorized on behalf of the Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Units, as Sponsor is entitled to perform in accordance with the terms of the Declaration and the By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the Board, if requested by Sponsor is obligated to execute the Required Documentation. In addition, the Unit Power of Attorney to be executed by each Unit Owner upon acquisition of a Unit further grants to Sponsor a power of attorney to execute the Required Documentation.

In the event that any alterations, additions, improvements or repairs made by any Unit Owner materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance of a TCO or FCO for such Unit, other Units or the Building, then upon the written request of Sponsor, or the Board, the Unit Owner shall restore the Unit or complete the work, 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 party requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any remedies provided in the By-Laws.

Notwithstanding anything contained in the By-Laws to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

Generally all alterations or improvements in or to the Common Elements will be made by the Board and the cost and expense thereof will be charged to the Unit Owners as a Common Expense.

To promote a consistent aesthetic appearance of the Building, each Unit Owner will be required to install window treatments having a white colored backing on the sides facing the windows in his or her Unit, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Board.

8. **Rights of Access**

As more fully set forth in the By-Laws, the Board and any Managing Agents, managers, Resident Manager and other persons authorized by the Board, will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by Law or governmental regulation, provided that requests for entry (except in emergency situations) are made in advance and that any such entry (except in

emergency situations) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. Sponsor shall have a right of access to any Unit for the purpose of performing work listed on the executed inspection statement or for the purpose of performing or completing construction in the Building.

9. **Compliance with Terms of Declaration, By-Laws and Rules and Regulations**

Each Unit Owner must strictly comply with the provisions of the Declaration, the By-Laws, and the Rules and Regulations. Pursuant to Section 339-j of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by Law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the City Register's Office.

10. **Examination of Books and Records**

Each Unit Owner and each mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium, but not more frequently than once each calendar quarter. The Condominium, Residential Committee, and Managing Agent shall not release the books and records of the Condominium containing any email address, mailing address or telephone number of a Unit Owner if such Unit Owner has requested in writing that such information not be made public.

11. **Repair or Reconstruction after Fire or Other Casualty**

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board with respect to any damage to or destruction of the Building, and the Board with respect to any damage to or destruction of the Common Elements, will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Building is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. If said damage or destruction, however, affects only the Common Elements, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of his or her share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

If three-fourths or more of the Building is destroyed or substantially damaged and

if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests. In either event, no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such funds such amounts as may be necessary to discharge all unpaid liens on his or her Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. This option must be exercised within sixty (60) days after the insurance proceeds are paid and must close within ninety (90) days thereafter.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Board shall be payable to the Board entitled to adjust such loss in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to the Construction Lender, or its successors or assignees while it holds a mortgage on the Property or any Unit and, thereafter, to a New York City bank or trust company pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

12. **Insurance**

The Board is required to obtain and maintain, in accordance with the provisions of the By-Laws, to the extent obtainable and to the extent determined by the Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein and covering the interests of the Condominium, the Board and all Unit Owners and Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); (b) rent insurance in an amount equal to the aggregate Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Board; (f) water damage insurance to the extent, if any, determined by the Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering the Board and all officers, directors and employees of the Condominium; (i) directors and officers liability coverage; and (j) such other insurance as the Board may determine. Each Unit Owner shall be an additional insured.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Board meeting following the First Annual Meeting of the Unit Owners shall be in at least the sum set forth in Schedule B.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees.

The Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering (1) the Board, the Managing Agent or agents thereof, each Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her own Unit or within the Limited Common Elements, if any, exclusive to his or her Unit. The Board shall review such limits not less than once each year. Until the first meeting of the Board following the First Annual Meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Board may provide for such deductible amounts as such Board determines. The premiums for all insurance referred to above shall be a Common Expense and shall be borne by the Unit Owners in such proportions between them, with due consideration to their respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or such other parties designated by the Board).

The Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own 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 any part thereof, with minimum coverage as established by the Board from time to time and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the apartment or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth in (a) and (b) above may be increased by the Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Board or the Managing Agent, the Unit Owner shall deliver to the Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Board. The Board and the Managing Agent shall not be responsible for ensuring that Unit Owners as insured and shall have no liability for the failure of a Unit Owner to have insurance. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

13. Liability of Condominium Board and Unit Owners

Every contract made by the Board or by any Managing Agent or manager thereof

shall state that (a) it is made only as agent for all Unit Owners or Unit Owners, and such Board members or Managing Agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners, if applicable) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners or Unit Owners, as the case may be, and (ii) to the extent permitted by Law, unless otherwise determined by the Board in its sole and absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest. To the extent permitted by applicable Law, Board members shall have no liability to Unit Owners except that a Board member shall be liable for his own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member and each Board member, against any liability or claim except those arising out of such member's own bad faith or willful misconduct. Any Board may contract or effect any transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

14. **Reports to Unit Owners**

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board to all Unit Owners within four months after the end of each fiscal year.

15. **Termination of Condominium**

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least eighty (80%) percent in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from (a) the Mortgage Representatives, if any, and (b) Sponsor, until such time as Sponsor and its designees have conveyed title to all Units, provided that in no event shall Sponsor's consent be required more than five (5) years after the First Closing. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his or her Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

16. **Units Acquired by Board**

All Units acquired or leased by the Board or its designees shall be held by the Board, or its designee, on behalf of all Unit Owners, and the rent or Purchase Price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Board shall carry any voting rights.

The purchase of any Unit by the Board or its designees, on behalf of the Unit

Owners, may be made from the funds deposited in the capital and/or expense accounts of the Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Board may levy an assessment against each Unit Owner in proportion to his or her respective Common Interest, as a Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements.

17. **Procedure to Review Real Estate Tax Assessments**

The Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. In the event any Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

18. **Mechanics' Liens**

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the individual Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Board or the Managing Agent for the Common Elements and the Limited Common Elements.

19. **Litigation**

Neither the Condominium Board nor the Residential Committee shall bring any litigation except to enforce the Declaration or By-Laws without first receiving the written approval of the owners of two-thirds of the Units and the owners of two-thirds of the percentage interests in the Common Elements.

20. **Easements and Name of Condominium**

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Board and the adjacent property owners. These

easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements. In addition, Sponsor and its designees shall have an easement to erect, maintain, repair and replace any sign permitted by law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

As set forth in the Declaration, the Condominium and the Building shall be designated and known as "47-49 Greene Street Condominium". Any and all rights and interests appurtenant to such name, if same exist, are owned and controlled by Sponsor. Similarly, any and all obligations and liabilities appurtenant to such name shall be the sole responsibility and obligation of Sponsor. For so long as Sponsor owns any Units in the Building only Sponsor shall have the right to change the name of the Condominium and/or the Building, and such right may be exercised by Sponsor at any time without the vote or consent of any Board or Unit Owner.

21. The Declaration and By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan. A prospective Purchaser should read the Plan in its entirety including the Declaration and By-Laws.

V. REAL ESTATE TAXES

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for payment of, nor will the Unit be subjected to, any lien arising from the non-payment of real estate taxes on other Units. Generally, Units may not be separately assessed until the tax year following the tax year in which the Declaration of Condominium is recorded. Until the Units are separately assessed and billed, each Unit Owner shall pay his or her pro rata share (in the proportion that his or her Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board as Common Charges.

Assuming the Property does not receive any abatement from real estate taxes, it is estimated that the aggregate real estate taxes attributable to all Residential Unit Owners for the first year of Condominium operation will total approximately $283,952.00 based on an estimate prepared by Hucke and Associates dated March 24, 2020 which assumes (a) an estimated taxable assessed valuation attributable to the incomplete Property of $2,144,928.00 for the 2019/2020 fiscal year, (b) an estimated taxable assessed valuation upon completion attributable to the residential Property of $2,276,550.00 for the 2020/2021 fiscal tax year, and (c) a projected tax rate of 12.612%. The estimated assessed values were allocated to the Residential Units so that an assessed value of $2,276,500.00 was attributable to the Residential Units for 2020/2021 and an apportioned assessed value of $2,458,620.00 was attributable to the Residential Units for 2021/2022. Assuming the Property does not receive any abatement from real estate taxes, the taxes during the second year of operation will be higher than the taxes during the first year of operation. The Building is expected to be completed in July 2020.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.

The estimate of the taxes for each Residential Unit has been determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the projected sales price of each Residential Unit as set forth in the Plan by the total aggregate projected sales price of all Residential Units. Please refer to the opinions of Holland & Knight LLP and Hucke and Associates as set forth in Part I of the Plan for further discussion regarding real estate taxes for the residential portion of the Property.

Prior to the issuance of separate tax lots, the real estate tax estimates for each Residential Unit will be determined by multiplying the total taxes due with respect to the Residential Units by a percentage derived by dividing the Common Interest of each Residential Unit by the total Common Interests of all Residential Units. Upon determination of individual tax lots and individual Residential Unit assessments, the New York City tax authorities may allocate taxes between the Residential Units in proportion to each Residential Unit's percentage interest in the Common Elements rather than Purchase Price, or some combination of the two, and if so, Residential Units having the same percentage interest may pay different real estate taxes.

The By-Laws provide that the Condominium Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Unit Owners, for the benefit and on behalf of (i) all Residential Unit Owners, or

(ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Condominium Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

Prospective Purchasers should note that increases in a property's assessed valuation resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over five fiscal tax years in annual increments of twenty percent (20%) each. Any further increase in assessed valuation during such five-year period resulting from a still higher market value is similarly phased in over an additional five-year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the five-year period is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such five-year period is called the "transitional" assessed valuation.

No guaranty or assurance is given that (i) any of the assumptions described above will be valid, (ii) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the First Year of Condominium Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units and the projection of the average real estate tax rate that will be in effect during such first year) will approximate the actual amount, (iii) the estimated or actual amount of assessed value of the Property following the projected First Year of Condominium Operation and the taxes payable based upon such assessment or (iv) the Real Estate Tax Assessment Bureau of the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the values used by Sponsor's real estate tax consultant for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above. Sponsor will amend the Plan promptly to disclose the same if it discovers that any of such assumptions are invalid as well as after the Units have been assessed and the applicable tax rate determined.

Until the Units are separately assessed, each Unit Owner will pay to the Condominium Board a share of the Property's real estate taxes for the period in question calculated based upon each Unit's proportionate share of the Common Interest. These allocation percentages reflect the relative approximate aggregate assessed values of each of these Units as estimated by Sponsor's real estate appraiser and as set forth above in this Section V. The Condominium Board will pay such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on the Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Unit in a timely manner and as a result of such failure a lien is placed on the Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of Real Estate Taxes as set forth above, the Condominium Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Common Charges. (See "Collection and Lien for Non-Payment of Common Charges" in Part I above for further discussion.) After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

Real estate taxes will be adjusted between Sponsor and each Purchaser at the closing of title to each Unit based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Condominium Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed to each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided above.

W. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units by purchasers who use such Residential Units as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Holland & Knight LLP, counsel to Sponsor, a copy of which is set forth in Part I of this Plan.

Prospective Purchasers should note that the opinion letter addresses the tax consequences that would result from the ownership of a Unit by an individual resident of New York City for use as a qualified residence, as further described herein. It does not address, among other things, the tax consequences that might result from the ownership of a Unit by a taxpayer who is not an individual and a resident of New York City, including corporations and other entities, and foreign individuals or entities. It also does not address the tax consequences that might result from the ownership of a Unit that is held by an individual taxpayer in connection with his or her trade or business, for investment, or for the production of income.

HOLLAND & KNIGHT LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THIS PLAN.

1. Deductibility of Mortgage Interest and Real Estate Taxes

Each Residential Unit Owner will own his or her Residential Unit and its appurtenant interest in the Common Elements in fee simple and each Residential Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Residential Unit Owner will own his or her Residential Unit in fee simple, the Unit Owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Holland & Knight LLP that a Residential Unit Owner who uses his or her Residential Unit as a personal residence and itemizes his or her deductions will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that for the taxable years commencing on or after January 1, 2018 and before January 1, 2025 mortgage interest is deductible generally only with respect to secured debt used to acquire or substantially improve a principal or second residence (up to a total indebtedness of $750,000). Interest on home mortgage debt in excess of those limitations would not be deductible. Special limitations also apply with respect to the deductibility of points and other prepaid interest, if any, on the mortgage debt and to the overall allowance of itemized deductions. For taxable years commencing on or after January 1, 2026 the amount of acquisition indebtedness for which a mortgage interest payment is deductible is increased from a maximum of $750,000 for married individuals filing joint returns to $1,000,000 and a separate "home equity" interest deduction is allowable for payments attributable to $100,000 in secured debt. Purchasers should also note that for taxable years commencing on or after January 1, 2018 and before January 1, 2026 deductions

for property taxes and state and local income taxes are limited to a combined total of $10,000 in any such year. Purchasers should note that the $10,000 tax deduction is for the combined New York State income taxes, New York City (or local) income taxes and real estate taxes. Accordingly, in the event the Unit Owner's combined New York State income taxes, New York City (or local) income taxes and real estate taxes exceed the $10,000 threshold, a Unit Owner may not be able to realize a deduction for amounts over the $10,000 threshold. For taxable years commencing on or after January 1, 2026 the $10,000 overall limit on property and state and local income taxes is removed. Section X of the Plan, the Attorney's Income Tax Opinion, provides greater details of the mortgage and interest deductions.

2. **Taxation of the Condominium**

If the Condominium meets the requirements for qualification as a "homeowners association," which requirements are discussed in the Attorney's Income Tax Opinion, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income from assessments from the Non-Residential Unit Owner, and interest earned on any reserve funds (less expenses directly connected with the production of such income).

Sponsor anticipates that the Condominium will qualify as a homeowners association. Assuming the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. As discussed in the Attorney's Income Tax Opinion, the tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Schedule B, Budget for the First Year of Condominium Operation, does not contemplate any income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership income. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by regulations relating to entity classification, which were adopted by the United States Treasury Department on December 17, 1996.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax Laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Holland & Knight LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Holland & Knight LLP, the Selling Agent, the Managing Agent or any other person connected with this offering be liable if at any time it is held that the Residential

Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Units offered under this Plan, and no one has been authorized to give any warranties.

X. TAX OPINION OF HOLLAND & KNIGHT LLP

Holland & Knight

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To ensure compliance with the Internal Revenue Service Circular 230 disclosure requirements, we inform you that the United States federal tax advice contained herein (i) is written in connection with the promotion or marketing by others of the transactions or matters addressed herein, and (ii) is not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding U.S. tax penalties. Each taxpayer with respect to the subject matter addressed herein should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

September 18, 2020

Empsrggreene LLC
c/o EMP Capital
433 Broadway, Second Floor
New York, New York 10013

Re: Condominium Offering Plan
47-49 Greene Street Condominium (the "Condominium")

Ladies and Gentlemen:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by residents of New York who purchase the Residential Units for residential use pursuant to the above-referenced Condominium Offering Plan (the "Plan"), and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended (the "Code"). This opinion does not address the tax consequences of (i) the ownership of Residential Units by corporations, other entities or foreign persons, (ii) ownership of the Unsold Units or any Residential Unit that is used for mixed residential/non-residential purposes, or any Units other than the Residential Units, or (iii) any rebates or other payments that may be made, or benefits provided, to owners of Residential Units. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

In connection with rendering this opinion, we have reviewed the Plan and have examined the schedules, exhibits and documents accompanying the Plan, including the declaration establishing, and the By-Laws governing, the operations of the Condominium (the "Plan Documents"). We have also considered the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant. In rendering this opinion, we have assumed that the Plan is the document pursuant to which owners of the Residential Units will acquire their Residential

Units and that the relevant facts are as set forth therein.

Mortgage Interest and Real Estate Tax Deductions - Federal

On December 22, 2017, President Trump signed into Law legislation commonly known as the Tax Cuts and Jobs Act (the "2017 Act"). The 2017 Act made changes to the Code that are generally effective for individual taxpayers for the period January 1, 2018 through December 31, 2025 at which point the relevant Code provisions in effect prior to 2018 again become effective. The 2017 Act makes significant changes to pre 2018 Code provisions relating to tax and interest deductions for home ownership. Because of the transitory nature of many of the tax Law changes discussed in this opinion, we discuss both the current 2017 Act for the period January 1, 2018 through December 31, 2025 and the pre 2018 Code provisions for the period January 1, 2026 and thereafter.

January 1, 2018 Through December 31, 2025

Pursuant to the Plan, the purchaser of a Residential Unit will receive legal title in fee simple to his or her Residential Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Residential Unit and will be liable to the local tax authority for the real estate tax assessment with respect to his or her interest in the Property. Under these circumstances, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 C.B. 300.

Accordingly, based on the foregoing, it is our opinion that for the taxable year beginning on or after January 1, 2018 and before January 1, 2026 an owner of a Residential Unit who itemizes his or her deductions will be entitled under current Law to deduct from his or her gross income for Federal income tax purposes, real estate taxes assessed against his or her Residential Unit and paid to the local tax authority, subject to an overall limitation under the 2017 Act of $10,000 ($5,000 for a married individual filing a separate return) for the aggregate of state and local property taxes and state and local income taxes for such year. Since the deductions for state and local taxes are so restricted under the 2017 Act, Residential Unit Owners should consider whether to claim the standard deduction in lieu of electing to itemize deductions. In determining whether to itemize deductions, the 2017 Act increases the standard deduction to $24,000 for married individuals filing a joint return, $18,000 for head of household filers, and $12,000 for all other taxpayers but also eliminates the deduction for personal exemptions. Further, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax, however the 2017 Act increases the exemption amount for individuals to $109,400 for taxpayers filing joint returns and surviving spouses, $70,300 for single taxpayers, and $54,700 for married taxpayers filing separately, with a phase-out reduction of such exemption amounts for taxable income in excess of a prescribed amount. Owners of the Residential Units should consult their tax advisers regarding the applicability of the alternative minimum tax to the deductibility of real estate taxes and whether to claim the standard deduction instead.

Under the 2017 Act a taxpayer generally is entitled to a deduction for Federal income tax

purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to, for debt incurred on or after December 15, 2017, a maximum of $750,000 in indebtedness for any period ($375,000 in the case of a married individual filing a separate return). The deduction for interest allowable under the pre 2018 Code attributable to home equity indebtedness, not to exceed $100,000, is suspended through December 31, 2025 for calendar year taxpayers. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, for the taxable year beginning on or after January 1, 2018 and before January 1, 2026, to deduct from his or her gross income for Federal income tax purposes, interest paid or accrued by him or her on acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $750,000 ($375,000 in the case of a married individual filing a separate return) with respect to his or her Residential Unit. Such Unit Owners should also consider whether to take the increased standard deduction allowed under the 2017 Act and discussed in the tax deduction portion of this letter, in lieu of electing to itemize deductions. Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which at present is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans.

January 1, 2026 and Forward

Effective for taxable years beginning on or after January 1, 2026, the pre 2018 Code provisions will be applicable to the deductibility of mortgage interest and real estate taxes. The pre 2018 Code provisions and its effect on our opinions are described below.

It is our opinion that an owner of a Residential Unit who itemizes his or her deductions with respect to a taxable year beginning on or after January 1, 2026 will be entitled to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code, suspended during the period January 1, 2018 through December 31, 2025, real estate taxes assessed against his or her Residential Unit and paid to the local tax authority. The $10,000 overall limit on the deduction of state and local property and income taxes under the 2017 Act will not apply. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax as in effect prior to January 1, 2018. Owners of the Residential Units should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes.

With respect to taxable years beginning on or after January 1, 2026 a taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid with respect to a principal

and one secondary residence (a "qualified residence") to the extent that the interest is attributable to indebtedness which is secured by the qualified residence and which (i) is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return), or (ii) is any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. The restrictions under the 2017 Act for $750,000 and $375,000 in acquisition indebtedness and the disallowance for home equity indebtedness will not apply in this period. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, under Law in effect in the taxable year beginning on or after January 1, 2026, to deduct from his or her gross income for Federal income tax purposes, subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code, interest paid or accrued by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regarding the deductibility of interest with respect to their Residential Units for Federal alternative minimum tax purposes (which is subject to rules different than those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

Mortgage Interest and Real Estate Tax Deductions – New York State and City

Each owner of a Residential Unit who uses his or her Residential Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes in the relevant periods. However, under New York State and New York City income tax Law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Moreover, if an individual's New York State and New York City adjusted gross income exceeds $1,000,000, then no New York State or New York City itemized deductions are allowable for the mortgage interest and the real property tax payments. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

Because the 2017 Act limits deductions for property and state income taxes to a combined

total of $10,000 a question arises during the period January 1, 2018 to January 1, 2026 whether all of the real property taxes paid, subject to a $10,000 limit, can be deducted for New York State and New York City purposes, or merely a proportionate amount of property taxes paid as results from the ratio of property taxes to total property and state income taxes multiplied by $10,000. We expect both the IRS and the New York State Department of Finance and Taxation will provide guidance, but in the absence of guidance we think the better view is that property taxes are deductible to the extent paid or accrued for New York State and New York City purposes subject to the $10,000 Federal limit in the applicable years and the limitations under New York Law described above.

Section 528 Homeowners Association

If the Condominium qualifies as a homeowners 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, 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 homeowners 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 elect to be treated as a homeowners 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.

Based on the information contained in Schedule A to the Plan, which shows that 76% of the total square footage of all Units of the Condominium will be contained in the Residential Units, and assuming that the Residential Units are used by individuals for residential purposes under Treasury Regulation § 1.528-4, at least 85% of the total square footage of all Units of the Condominium will be used by individuals for residential purposes. In making that determination, we note that the Condominium has not been constructed and that either a small decrease in the square footage of the Residential Units from that shown in Schedule A to the Plan, or a small increase in the square footage of the Non-Residential Unit from that shown in Schedule A to the plan, or a combination of both, when constructed may cause the square footage of all Residential Units of the Condominium to be less than 85% of the total square footage of all Units. If that should be the case, the Condominium will not be eligible to elect to be treated as a homeowners association. Based on the information contained in Schedule A to the Plan and assuming (i) the

actual gross income and expenditures of the Condominium for its taxable year ending December 31, 2021 (the "2021 Taxable Year") are the same (or, are in the same proportions) as the estimated gross income and expenditures for the Condominium's first year of operations, as set forth in Schedule B to the Plan, (ii) the Condominium otherwise operates in accordance with the terms of the Plan and the Plan Documents, and (iii) there are no changes in the facts and/or the relevant provisions of current Law, the Condominium should be eligible to elect to be treated as a homeowners association under Section 528 of the Code for the 2021 Taxable Year. In making that determination we also note that Schedule B to the Plan lists qualifying expenditures (the 90% test discussed in (3) above) for association property, essentially property attributable to Residential Units, at 91.9% of total expenditures in the 2021 Taxable Year. To the extent that actual expenses for association property decreases by a small amount in the 2021 Taxable Year, or the expenses for non association property increases by a small amount in the 2021 Taxable Year, or a combination of both occurs, such increases or decreases may cause total expenditures for association property to be less than 90% of total expenditures in the 2021 Taxable Year. If such increases or decreases result in association property expenditures that are less than 90% of total Condominium expenditures, the Condominium will not be eligible to elect to be treated as a homeowners association for the 2021 Taxable Year.

Absent the application of Code Section 528, the present state of federal Law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Because the By-Laws of the Condominium provide that the Condominium Board (the "Board") will each act as the agent of the Unit Owners represented by each such Board, the Condominium Board may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Common Charges should not be considered income earned by the Condominium through the Board collecting such charges. If, however, the Condominium is properly considered a separate entity and is not incorporated under New York State Law, the Condominium may elect to classify itself as a corporation. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium does not elect to be treated as a corporation and is treated as a partnership, the partnership would not be subject to an entity level tax, the items of income and deduction of the partnership would generally be passed through to the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City Laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a

corporation for Federal income tax purposes, it likely would be subject to the New York City Unincorporated Business Tax, unless the Condominium were eligible for and elected treatment under Code Section 528 as a homeowners association.

* * * * * * * * * * * * * * * * * * * *

We express no views as to any Federal, New York State or New York City tax consequences other than those explicitly discussed in this opinion, or as to the tax status or tax consequences of the Plan under the Laws of any other U.S. or foreign jurisdiction. Moreover, this opinion, while based on existing rules of Law applied to the facts and documents referred to above, is not binding on the IRS, any state or local tax authority, or any court. No assurances can be given that the tax Laws upon which we base this opinion will not change. In no event will the Sponsor, Holland & Knight LLP, the Board, the Selling Agent or any other person be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional Law or IRS rulings on which we have relied which cause the owners of Residential Units not to be entitled to the income tax deductions described herein, or which would affect the tax treatment of the Condominium as described herein.

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,

Holland & Knight LLP

Holland & Knight LLP

Y. 339-I OPINION OF HOLLAND & KNIGHT LLP

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

October 3, 2020

Empsrggreene LLC
c/o EMP Capital
433 Broadway, Second Floor
New York, New York 10013

Re: 47-49 Greene Street Condominium
47-49 Greene Street
New York, New York (the "Condominium")

Ladies and Gentlemen:

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 WayFinder PM LLC as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of WayFinder PM LLC.

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.

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i 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, Holland & Knight 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,

Holland & Knight LLP

Holland & Knight LLP

Z. REAL ESTATE TAX OPINION OF HUCKE AND ASSOCIATES

Hucke and Associates

Property Tax Specialists

1359 Broadway, Suite 1104
New York, NY 10018

PHONE: (212) 279-9100 www.huckeproptax.com FAX: (212) 279-2992

January 22, 2020

Mr. Elie Pariente
47-49 Greene Street
New York, NY 10013

Re: Tax Opinion Letter
Address: 47 Greene Street, Manhattan Block: 475 Lot: 1902
Residential Only

The subject property is a six story building in which the top 5 floors are residential. According to the Department of Finance, the newly created condominium for the current 2019/20 tax year contains 19,516 residential square feet. The property will contain four residential units. There will be one unit per floor on the 2nd, 3rd and 4th floors, and one duplex on the 5th and 6th floor.

It is our understanding that currently the residential units are being remodeled. The renovation of the apartments should be approximately 75% complete as of December 31, 2019, and 100% complete as of July 1, 2020. The 2019/20 Actual Assessment is $2,114,928 for the residential portion of the condominium. In addition, the property is characterized as Class 2, sub class 2C. The classes of property are defined below.

The City of New York is an annual assessing jurisdiction. There are over 1 million parcels assessed yearly within four tax classes. The Taxable State Date (Lien Date) is January 5th of each year and the Tentative Assessment Roll is published on January 15th.

Since 1982/83 (retroactive to 1981/82), New York City has been a Classified Property Tax system that contains four classes of property. The four classes of properties are as follows:

a. Class I: all residential property containing up to three units; all residential zoned vacant land and all condominiums and cooperatives newly contributed with three stairs and less.

b. Class II: all apartments, condominiums, and cooperatives. Also, there are three subclasses: Class 2A, B, &C, all having to do with the number of units; however, no sub-class would have more than 10 units.

c. Class III: all utility type properties.

d. Class IV: all other properties which are not within the other three classes (all commercial properties). The subject property would be considered a Class IV property.

Class I properties by statue, are assessed at 6% of their assumed market value, and not greater than 6% per year and 20% over 5 years.

Class II properties are assessed at 45% of their assumed market value. There are no caps on the amount of increase and/or decrease in value year over year; Class 2A, 2B and 2C do have caps limits and are assessed at a 45% value. For Class 2A, 2B and 2C assessments cannot increase greater than 8% per year, and no greater than 30% over 5 years.

Class III are assessed at 45% of value.

Class IV properties are assessed at 45% of the assumed market value. There are no limitations of the amount of increase and/or decrease in the assessment year over year.

City Taxes are based on a fiscal year, which the first half payment is due on July 1st and the second have is due January 1st. There is no grace period as taxes are payable on the due date and late payments are charged interest at 18% compounded daily.

For the 2019/20 tax year, the residential portion of the condominium was re-classified as a Class IIC. Therefore as stated above, the assessment cannot increase greater than 8% per year and no greater than 30% over any five year period. The only way the above might not hold true is if the assessor feels an alteration occurred to one of or all the units within the complex. If that was to occur, the assessor could add the cost of the alteration times 45% to the existing assessment. At that point, if deemed necessary, the 8% increase would commence from the newly derived assessment.

Class II A, B and C properties do not have Transitional Assessments. These properties pay tax based upon the Actual Assessment. As stated above, there are statutory caps.

The City values most Class II and Class IV properties based on the income approach via direct capitalization. For approximately the last 25 years, the City has not utilized the sales approach to assess a property. Remember, this is only a policy, not a law. Currently, there has not been any conversation about utilizing a sale as an indicator of value.

Condominiums based on law, must be assessed as rental units via the income approach. The Department of Finance generally values the entire building by ascribing income and expense to the overall building and then capitalizing the net income in order to derive at a value. Once the value is derived, each individual unit will be given an assessment depending on their common interest.

As previously stated, the 2019/20 Actual Assessment is $2,114,928. The City's current market value for the property is $4,699,840. The Assessment is 45% of the assumed market value. The current real estate taxes based upon the assessment are $266,735.

The Final 2019/20 Assessment on the residential portion of the condominium was $2,114,928. Hence, for the 2020/21 assessment by statute could only increase, at the most by 8%. The 2019/20 final assessment of $2,114,928 times 1.08% equates to $2,284,122.

The Tentative 2020/21 Assessment Roll was published on January 15, with a new Actual Assessment of $2,276,550. As stated above, the newly published 2020/21 Tentative Assessment conforms to the legal statute. Normally, tax rates do not fluctuate greatly, therefore, for the 2020/21 tax year, the Class II tax rate of .12473 is being utilized. The assessment times the tax rate would equal a tax of $283,952 on the entire residential portion of the condominium. The following chart illustrates the assessment and total tax due based upon the common interest of each residential unit.

The respective taxes based upon the common interest in each unit as of July 1, 2020 for the 2020/21 tax year will be as follows:

Unit	Gross Sq. Ft.	Comm. Interest	Assessment	RE Tax
Floor 2	4,210	16.67%	$379,425	$47,325
Floor 3	4,210	16.67%	$379,425	$48,200
Floor 4	4,210	16.67%	$379,425	$48,200
PH (Fl. 5 & 6)	8,421	50.00%	$1,138,275	$141,977
Total	21,051	100%	$2,276,550	$283,952

Though our income analysis projects an assessment of $2,365,411, we are projecting the 2021/22 assessment based upon a value of $2,458,620. At this time, it is our opinion that the Department of Finance will utilize income projections that will produce an assessment equal to 8% greater than the 2020/21 tax year value of $2,276,550.

The respective taxes based upon the common interest in each unit as of July 1, 2021 for the 2021/22 tax year will be as follows:

Unit	Gross Sq. Ft.	Comm. Interest	Assessment	RE Tax
Floor 2	4,210	16.67%	$409,770	$51,110
Floor 3	4,210	16.67%	$409,770	$51,110
Floor 4	4,210	16.67%	$409,770	$51,110
PH (Fl. 5 & 6)	8,421	50.00%	$1,229,310	$153,331
Total	21,051	100%	$2,458,620	$306,661

It is our opinion the real estate taxes for the calendar year 2021 will be as follows:

Unit	RE Tax
Floor 2	$49,218
Floor 3	$49,218
Floor 4	$49,218
PH (Fl. 5 & 6)	$147,654
Total	$295,308

DISCLAIMER: Hucke performed these duties under this Agreement using reasonable efforts. In the course of providing these services, **Hucke** relies on the information provided by others, including but not limited to the **CLIENT** and taxing authorities. In no event shall **Hucke** be held liable for any loss whatsoever arising from the provision of services hereunder that are based on the receipt of inaccurate, untimely, incomplete, or otherwise unreliable information provided by others, including the **CLIENT**.

Should you have any questions, please do not hesitate to contact my office.

Sincerely,

Peter J. Hucke
phucke@huckeandassociates.com

AA. WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of each Residential Unit shall be required to make a contribution at the Closing of his Unit(s) to the working capital fund of the Residential Section (the "Working Capital Fund"). Such contribution shall be in an amount equal to two (2) month's Common Charges in effect for such Unit(s). No reserve fund is being established for the Condominium.

At the First Closing, Sponsor will apportion with the appropriate Board the following items as of midnight of the date preceding said Closing:

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

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the General and Limited Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies, if any;

(9) management fees; and

(10) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund will be held and used for the items described in 1-10 above, and to pay for repairs and replacements to the Residential Common Elements for the Residential Section's share of the cost of repairs and replacements to the General Common Elements and may be augmented by allocations from the monthly Residential Common Charges collected from each Residential Unit. While Sponsor controls the Condominium Board (see the Section entitled

"Control By Sponsor"), the Working Capital Fund will not be used to reduce estimated Residential Common Charges.

No representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Residential Common Charges or Residential Common Charges attributable to Unsold Units.

In the event that capital expenditures for renewal or replacement of Building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or make special assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, a Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Unit Owner approval. In addition, pursuant to the By-Laws each Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium operation. Neither the Department of Law nor any other government agency has passed upon the adequacy of the Working Capital Fund.

Reserve Contribution

Pursuant to a Reserve Study, a reserve is being established for the Condominium for the renewal or replacement of building components or systems or the remedy of major building defects. The Reserve Contribution is provided to conform with Fannie Mae requirements of 10% of the annual operating budget or an amount based upon a property condition assessment and property condition report (the "Reserve Study") be set aside as a reserve for replacement. There is a Reserve Contribution line item in the Budget. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the Reserve Contribution line item in the Condominium's Annual Budget or pay for necessary repairs or capital items to the Limited Common Elements by special assessment or by increasing Common Charges.

While the Sponsor is in control of the Board, Sponsor will not use Reserve Contribution monies to reduce common charges. Since the Building is being newly constructed, it is anticipated that the Reserve Contribution as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation.

No representation or warranty is made that the Reserve Contribution will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Reserve Contribution.

BB. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

1. Management Agreement

The Condominium Board will enter into a management agreement with The Andrews Organization, Inc., a company organized under the Laws of the State of New York, and having a New York address at 666 Broadway, New York, New York 10012, as the Managing Agent, with respect to the Residential Section of the Building at or prior to the First Closing. The principals of the Managing Agent are not affiliated with Sponsor or its principals.

The management agreement provides for a term of one (1) year, subject to Sponsor's right to cancel upon thirty (30) days prior written notice, with or without cause. The management agreement is not assignable by either party.

The Managing Agent will receive an annual fee of approximately $18,000.00 payable in equal monthly installments of $1,500.00 for the first year. This estimate is provided in good faith. The Board shall also reimburse the Managing Agent for expenses incurred at the Managing Agent's office such as postage, photocopying, long distance telephone calls, payment envelopes, facsimiles, etc.

In addition to the compensation paid to the Managing Agent by the Board, the Managing Agent shall be entitled to receive the following compensation from Unit Owners for the Managing Agent's services rendered to Unit Owners:

(1) For the Processing of Purchase and Lease Applications. Managing Agent may charge the Residential Unit Owners who make an application to lease their Residential Units or sell their Residential Units or the applicant(s) a processing fee, as follows: (a) with respect to a sale, a processing fee in the amount of $550.00 per application and $150.00 per named applicant, and (b) with respect to a lease, a processing fee in the amount of $350.00 per application and $150.00 per named applicant. In the event that Managing Agent attends a closing on the sale of each Residential Unit, an additional fee of $500.00 may be charged.

(2) For Coordination and Assistance with Financing or Refinancing. Managing Agent may charge Residential Unit Owners who finance or refinance their Residential Unit or purchasers obtaining financing on acquisition, a fee of $350.00 for its coordination and assistance with a Unit Owner's financing or refinancing of its residential mortgage(s).

(3) For Assisting with Unit Owner Alterations. Managing Agent shall accept applications from Residential Unit Owners who desire to make alterations to their Residential Units. Managing Agent shall submit such applications to the Residential Committee and assist the Residential Unit Owner and the Board with the application and all approved alterations pursuant to the applicable requirements. In addition to a processing fee in the amount of $250.00, Managing Agent shall charge Residential Unit owner based on construction costs, as follows:

Up to $24,999.99	$ 250.00

$25,000 - $99,999	$ 500.00
$100,000 -$600,000	$1,000.00
$600,001 - $1,000,000	$1,500.00
$1,000,001 - $2,000,000	$2,500.00
Above $2,000,000	$5,000.00

(4) For Assisting with Collections. In the event that the Managing Agent is required and/or requested to appear in court, Managing Agent may charge Resident Unit Owner a fee of $100.00 per hour. In the event the Managing Agent should assist with the processing of corrections for violations and complaints issued by NYC HPD, Managing Agent shall charge a fee of $75.00, and $150.00 for other NYC agencies.

The duties and services to be rendered by the Managing Agent include, among others:

(i) Property Management Services. Provide for the operation, maintenance, repair, and cleaning of the Building, to the extent required or authorized under the Declaration and in accordance with the approved budget of the Condominium and the direction of the Board.

(ii) Meetings of Condominium. Prepare and send out all notices of meetings of the Condominium, the Board or the Residential Unit Owners, and such other letters and reports as the Board may request and, when requested, arrange for a suitable meeting place and assist with the preparation of agendas for such meetings. Cause a representative to attend one (1) Board meeting per month, annual meetings and special meetings of the Board and Unit Owners; prepare minutes of such meetings.

(iii) Budgets. Prepare and submit to the Condominium for approval, annual operating budgets for the Condominium.

(iv) Collections. Distribute invoices and take all other actions necessary to bill and collect all common charges, assessments and other amounts due and payable by the Residential Unit Owners.

(v) Personnel. Provide routine supervision of all persons necessary to be employed in order to properly maintain and operate the Building.

(vi) Residential Books and Records. Set up and maintain the records and accounts of the Condominium and render monthly statements.

(vii) Tax Certiorari. Cooperate with tax certiorari attorneys.

(viii) Entering into Contracts. The Managing Agent shall, on behalf and in the name of the Condominium (and at the expense of the Condominium), enter into contracts with third parties for the

provision or performance of electricity, gas, steam, air-conditioning, water, elevator, telephone, window cleaning, trash removal, fuel oil, security services, extermination, other normal or essential services or such items or services that are advisable.

(ix) Compliance with Laws. Recommend and, with the approval of the Board, take such action as may be necessary to comply with any and all orders, violations or requirements affecting the Condominium or Building by any federal, state, county, municipal authority or any order of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar body have jurisdiction.

(x) Insurance. Interact with the Board's insurance agents and brokers for the purchase and/or renewal of insurance policies and in making any claims thereunder.

(xi) Bill Payment. Review all bills received for services, work and supplies ordered in connection with maintaining and operating the Building; and pay all such bills, as and when same shall become due and payable.

(xii) Tax Returns, Forms Etc. Cause to be prepared and filed, for the Condominium, the necessary forms for unemployment insurance, social security taxes, and all other tax forms. Cooperate with accountants in performing annual audits and tax returns. Send out all letters, reports and newsletters as the Board may request.

(xiii) Alteration Requests. Process on behalf of the Condominium requests from the Residential Unit Owners for Board approval, or any duly authorized committee thereof, of any alterations proposed to be made any Residential Unit that require notice to or approval of the Board or any committee thereof under the terms of the Declaration.

(xiv) Residential Moving Coordination. Supervise the moving in and moving out of Residential Unit by Residential Unit Owners (and their tenants), and, as far as reasonably possible, arrange the dates thereof so that there shall be a minimum disturbance to the operation of the Residential Units and of inconvenience to other Residential Unit Owners and tenants. Accept applications and references from all prospective Residential Unit Owners and tenants.

(xv) Condominium Duties. Consider and attend to complains of Unit Owners, lawful tenants, subtenants and occupant. To the extent not addressed in subparagraphs (a) through (n) above, exercise all other powers and perform all other duties that have been assigned to the Condominium under the Declaration as its agent. Without limiting

the generality of the foregoing, the Managing Agent shall assist the Board in enforcing its rights and remedies under the Declaration.

The Managing Agent shall not be obligated to make any advance to or for the account of the Board, but in the event that the Managing Agent incurs any liability or obligation for the account of the Board, within its authorized duties, the Board shall reimburse the Managing Agent promptly for any monies that the Managing Agent may elect to advance for the Account of the Board. The Board shall indemnify the Managing Agent against liability for authorized acts arising out of the Management Agreement, excluding acts of gross negligence or willful misconduct.

CC. IDENTITY OF PARTIES

1. Sponsor

Sponsor is Empsrggreene LLC, a Delaware limited liability company, with an office at c/o The EMP Capital, 433 Broadway, 2nd Floor, New York, New York. The Sponsor has designated the Secretary of State of the state of New York for service of process. The sole principal of Sponsor is Elichai M. Pariente, with a business address at c/o EMP Capital, 433 Broadway, New York, New York (the "Sponsor Principal").

Mr. Pariente has been involved in the operation and ownership of commercial and residential real estate in New York City for more than ten (10) years. Mr. Pariente is the principal of EMP Capital. Mr. Pariente has not been involved in the offering of cooperatives or condominium offerings during the past five years. Neither Sponsor nor the principal of Sponsor owns 10% or more of the unsold shares or units in any cooperative, condominium or homeowners association.

There have been no prior felony convictions of Sponsor or any principals of Sponsor. There have been no prior convictions, injunctions and judgments against Sponsor, or any principals of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan. The same is true for all individuals who own or control a 10 percent or more equity interest in the Sponsor.

2. Attorneys for Sponsor

Sponsor has retained the law firm of Holland & Knight LLP, having an office at 31 West 52nd Street, New York, New York 10019 to represent it in connection with the Plan ("Sponsor's Counsel"). Holland & Knight LLP prepared the Plan, the Declaration, the By-Laws and the forms of Agreement, Unit Deed and Unit Power of Attorney and has also rendered an opinion with respect to the availability of income tax deductions to purchasers of Residential Units and compliance with Section 339-i of the Real Property Law. Stuart M. Saft, Esq. had principal responsibility for the preparation of the Plan. Holland & Knight LLP will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Unit Closings.

Sponsor has retained Hucke and Associates, having offices at 633 Third Avenue, 9th floor, New York, New York 10001 to represent it in connection with the Real Estate Taxes.

3. Sponsor's Architects/Engineer

The architect for the Building is DXA Studio Architecture PLLC, having an office at 894 Sixth Avenue, 5th Floor, New York, New York 10001 which has had extensive experience in residential design and overall planning.

B2 Engineering D.P.C. having an office at 108 West 39th Street, 15th Floor, New York, New York 10018, is the mechanical engineer for the Building. B2 Engineering D.P.C. is a full service consulting engineering firm specializing in mechanical, electrical, plumbing, fire protection, fire alarm and telecommunications design services.

4. **Sponsor's Budget Expert**

WayFinder PM LLC, having an address at 20 West 20th Street, Suite 1102, New York, New York 10011, estimated all amounts of income and expenses in the projected "Budget for First Year of Condominium Operation, Schedule B", in consultation with Sponsor and provided its opinions regarding the adequacy of the Budget, the adequacy of the Common Charges payable by the Non-Residential Unit Owner and Sponsor's compliance with Section 339-i of the Real Property Law.

5. **Selling Agent**

Core, with an office at 149 Fifth Avenue, 11th Floor, New York, New York 10010, is the Selling Agent retained by the Sponsor in connection with the offering of Residential Units. The Selling Agent is engaged in the brokerage and sale of residential and commercial properties in the New York metropolitan area. The Selling Agent is not affiliated with Sponsor.

There have been no prior felony convictions of Selling Agent or any principals of Selling Agent and no prior convictions, injunctions and judgments against Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

6. **Managing Agent**

Andrews Organization, a company organized under the Laws of the State of New York, and having a New York address at 666 Broadway, 12th Floor, New York, New York 10012, will be the Managing Agent for the Building. The Managing Agent is not affiliated with Sponsor or its principals.

The Managing Agent has been engaged in the development ownership, operation and management of New York City multifamily residential properties for over twenty years. A list of properties which have been managed by the Managing Agent include: 100 11th Avenue, 116 University Place, 79 Laight Street and 92 Laight Street.

There have been no prior felony convictions of the Managing Agent or any principals of the Managing Agent and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent, that occurred within fifteen (15) years prior to the submission of this Plan.

DD. REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

(1) A certified financial statement of the Condominium prepared by a certified public accountant within 120 days after the end of the Condominium's fiscal year;

(2) Prior written notice of the Annual Meeting of Unit Owners; and

(3) A copy of the proposed annual budget for the Condominium at least 10 days prior to the date set for adoption by the Condominium Board and while the Sponsor is in control of the Condominium Board, such budget shall be certified pursuant to 13 NYCRR §20.4(d).

EE. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the GBL, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years all without charge and for copying for a reasonable charge. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be in the City Register's Office.

FF. GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-Laws, form of Agreement, form of Unit Deed, form of Unit Power of Attorney and other documents and Purchasers are urged to read the documents set forth in Part II of the Plan in their entirety. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

Under applicable federal and local Law, leaded paint can no longer be used in the construction of the Building.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Residential Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, upon amendment to the Plan, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel an Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the Purchase Price or payment terms contained in such Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised not less than 15 days from the date of presentation of said amendment. Sponsor shall promptly return any Deposit, together with any interest thereon, to Purchasers who rescind, except that Sponsor shall retain the Deposit (and any interest thereon) of any Purchaser who is in default under the Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, race, creed, color, national origin, marital status, age, disability or any other ground proscribed by Law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property and the Buildings have not been the subject of any prior public offerings.

No cooperative interest in realty or condominium unit has been offered for sale and no reservations, binding or non-binding, will be made until this Plan has been accepted for filing by the Department of Law. No deposits will be accepted by Sponsor until this Plan has been accepted for filing by the Department of Law.

No Residential Units offered in the Building are occupied by residential or Non-Residential tenants as of the date of submission of the Plan to the Department of Law.

GG. DEVELOPMENT RIGHTS

As further described in the Declaration and By-Laws, all excess air or developmental rights (collectively, the "Development Rights") otherwise appurtenant to the Property both (a) prior to the First Closing, in connection with any renovation work to be performed by Sponsor at the Building; and (b) subsequent to the First Closing, not used in connection with any renovation of the Building prior to the First Closing will be allocated to the Sponsor. As a result, unless Development Rights are separately acquired therefor on behalf of the Building or a Residential Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Residential Unit by any Residential Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements and otherwise, may not be possible or may be limited. Further, the Development Rights Owner, as a result of such reservation, may transfer or sell such Development Rights to the owner(s) of adjoining properties and in such case such properties may be increased in size as a result of such transfer or sale.

The Development Rights will not be used subsequent to the First Closing to add additional floors to the top of the Building. Except in the case of a sale or transfer for use in connection with other properties, the reserved Development Rights will be used in the Property after the First Closing solely for the purpose of reconfiguring certain areas (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Development Rights in excess of those used in connection with any renovation of the Building in accordance with the Plan. In the event such Development Rights are transferred to the owner(s) of adjoining properties, a Residential Unit Owner's views and exposure to light may be affected. The Condominium Board, which will be a Party in Interest in any activity by the City of New York is obligated to arrange for the owner of the Development Rights to participate in the action and to receive the Development Rights.

HH. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property set forth as Exhibit 6 in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property.

PART II

47-49 GREENE STREET CONDOMINIUM

47-49 GREENE STREET

NEW YORK, NEW YORK 10013

PART II

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EXHIBIT "1"

PURCHASE AGREEMENT

PURCHASE AGREEMENT

EMPSRGGREENE LLC

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

47-49 GREENE STREET CONDOMINIUM
47-49 GREENE STREET
NEW YORK, NEW YORK 10013

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UNIT NUMBER(S)_____

47-49 GREENE STREET CONDOMINIUM
47-49 GREENE STREET
NEW YORK, NEW YORK 10013

(TO BE EXECUTED IN QUADRUPLICATE)

PURCHASE AGREEMENT

PURCHASE AGREEMENT (the "Agreement"), made as of _____, 20__, between Empsrggreene LLC, a Delaware limited liability company, having an office at c/o EMP Capital, 433 Broadway, Second Floor, New York, New York 10013 ("Sponsor"), and _____, having an address at _____ ("Purchaser").

W I T N E S S E T H:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for 47-49 Greene Street Condominium and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser has not received the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as amendments to the Plan duly filed by Sponsor. Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.

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

3. THE PURCHASE AGREEMENT.

3.1 By executing this Purchase Agreement, Sponsor is hereby agreeing to sell the Unit for the Purchase Price described in paragraph 4.1. The payment for the Unit (the "Deposit") is nonrefundable, except as otherwise specifically provided in the Plan. At least thirty (30) days prior to the Closing Date for the purchase of the Unit (the "Closing Notice"), Sponsor shall give Purchaser written notice that Purchaser shall close the acquisition of the Unit within thirty (30) calendar days after the date of the Closing Notice (the "Notice Period"). During the Notice Period, Purchaser is either closing or terminating the Agreement by sending Sponsor written notice.

Purchaser's failure to respond within the Notice Period shall be deemed to mean that Purchaser will proceed to purchase the Unit.

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

4. PURCHASE PRICE.

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

The Purchase Price is payable as follows:

(a) A Deposit of $_____ [an amount that is at least 10% of the Purchase Price unless the purchaser is a foreign government or a person with a diplomatic immunity in which event the Deposit is 50%] (the "First Installment"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged and, applied to the Purchase Price; and

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

4.2 All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to by Sponsor. Checks for the First Installment shall be made payable to "Holland & Knight LLP, Escrow Agent". Checks for the balance of the Purchase Price shall be made payable to the direct order of "Empsrggreene LLC" or such other party as Sponsor may designate upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Deposit as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 15 hereof.

5. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) and Purchaser understands and agrees that the Purchaser's failure to obtain such financing will not relieve the Purchaser of the Purchaser's obligations hereunder. Purchaser further understands and agrees that if the Purchaser chooses to

finance the Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in the Purchaser's financial status or condition shall release or relieve the Purchaser of the Purchaser's obligations pursuant to this Agreement.

6. CLOSING OF TITLE.

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

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

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

6.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin on approximately January 1, 2021 (the "Estimated First Closing Date"). The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these Units will be completed is in the discretion of the Sponsor. Purchaser acknowledges that except as otherwise expressly provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in the Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable Law, regulation, statute or otherwise, all of hereby expressly waived by Purchaser. Sponsor is not subject to damages and Purchaser has no basis to refuse to close or hold Sponsor liable if the First Closing is before or after the Estimated First Closing Date.

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

7.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Sponsor in substantially the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return and any other forms then required by law, all of which shall be prepared by Sponsor.

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

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

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

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

7.5 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such

other party may reasonably request in order to comply with IRS §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

8. MARKETABLE TITLE.

8.1 Purchaser shall order a title report within ten (10) days of receiving a fully executed Agreement and Purchaser must deliver any title objections to Sponsor's attorney at least twenty (20) days prior to the Closing or any such objections shall be deemed waived. At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances other than those expressly agreed to or waived by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) First American Title Insurance Company, having an address at 633 Third Avenue, New York, New York 10021 (Tel: (212) 850-0649 (or such other title insurance company as Purchaser may utilize) (the "Title Company"), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8.2 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, encumbrance or condition to which title is not to be subject shall not be an objection to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to the Title Company, together with the recording or filing fee; or (b) Purchaser's Title Company will insure Purchaser, at the Title Company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's Title Company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

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

8.4 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's Title Company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was

available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 8.4 shall survive the closing of title or the termination of this Agreement.

9. CLOSING ADJUSTMENTS.

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

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

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

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

9.2 If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

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

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

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

9.6 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 8 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

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

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

11. CLOSING COSTS AND TRANSFER TAXES.

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

11.2 At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with The City of New York ("RPT Form") and Purchaser shall duly complete and sign the New York State Real Estate Transfer Tax Return ("NYS Tax Form"), or such other forms as may then be required by Law. The RPT Form and NYS Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

11.3 Purchaser shall pay all New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes (and, if applicable, the so-called "mansion tax"), and any other real property transfer tax due to the City or State of New York and the cost of any stock transfer stamps. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article and to indemnify Sponsor as herein provided shall survive the closing or the termination of this Agreement.

12. DEPOSIT. The Deposit made pursuant to this Agreement is subject to the requirements of Section 71-a(3) of the State of New York Lien Law and Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Any Deposit received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan and as set forth in this section below. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. Sponsor is

required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this paragraph.

12.1 The law firm of Holland & Knight LLP, with an address at 31 W. 52nd Street, New York, New York, telephone number (212) 513-3200, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Neither 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.

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

12.3 The Escrow Agent has established a master escrow account at JP Morgan Chase (the "Bank") at its branch located at 270 Park Avenue, New York, New York, a bank authorized to do business in the State of New York. The master escrow account is entitled "Holland & Knight LLP - 47-49 Greene Street Condominium, Escrow Account" or similar name (the "Master Escrow Account"). All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form set forth in Part II of the Plan or a Form W-8 (Certificate of Foreign Status) in the form set forth in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. The Master Escrow Account is federally insured by the FDIC at the maximum amount of $250,000.00 per deposit, (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the Bank (as defined herein), the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held by the Bank will only be insured up to the $250,000 FDIC maximum coverage.

12.4 The Deposit shall be paid by good certified check of Purchaser or official bank check or, at Sponsor's sole option, by wire transfer. All Deposit checks must be made payable to the direct order of "Holland & Knight LLP, Escrow Agent". All checks delivered in payment of the Deposit shall be accepted by Sponsor 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 this Purchase Agreement to be canceled and of no further force or effect.

12.5 If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser. The interest rate for all Deposits transferred to an individual interest bearing sub-escrow savings account shall be the prevailing rate for such accounts, which as of May, 2019 is approximately .20%. Interest shall begin to accrue upon placing the Deposit into the individual interest bearing sub-escrow savings account. All interest earned thereon shall be paid to Purchaser at Closing. If a Purchaser does not deliver the Form W-9 or Form W-8, the

Deposit will remain in the non-interest bearing checking portion of the Master Escrow Account. No fees of any kind may be deducted from the Master Escrow Account or individual escrow accounts, and Sponsor shall bear all costs associated with the maintenance of the Master Escrow Account and individual escrow accounts.

12.6 Within five (5) business days after the fully executed Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Master Escrow Account. Within ten (10) business days after deposit of the first portion of the Deposit into the Master Escrow Account, Escrow Agent will notify Purchaser and Sponsor that such funds have been deposited into escrow and will provide the account number and the initial interest rate, if any. Any deposits made for upgrades, extras, or custom work shall be initially deposited into the Master Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

12.7 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Master Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the first portion of the Deposit, Purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of this Agreement and the Deposit to Escrow Agent or may apply to the Attorney General for relief. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, 21st Floor, New York, N.Y. 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited in the Master Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

12.8 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.

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

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

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

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

(c) in a final arbitration decision by JAMS.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit,

then the 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 paragraphs (a) through (c) above. 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 Building is located and shall give written notice to both parties of such deposit.

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

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

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

12.11 Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any 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 conflict or inconsistent provisions in this Agreement, the Plan or any amendment thereto.

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

12.13 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

12.14 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

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

12.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

12.17 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed

and signed Form W-9 or W-8, as applicable, and deliver such form to Escrow Agent together with the Deposit and this Agreement. Failure to receive a completed and signed Form W-9 or W-8, as applicable, at the time the Escrow Agent receives the Deposit and this Agreement, shall not prevent the consummation of this Agreement. Within five (5) days following receipt of the Form W-9 or W-8, as applicable, the Deposit will be transferred to an individual interest bearing sub-escrow savings account in the name of Purchaser, and within ten (10) days following receipt of the Form W-9 or W-8, as applicable, Escrow Agent shall notify Purchaser of the deposit of the Deposit into the individual interest bearing sub-escrow savings account.

12.18 Prior to the 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.

12.19 Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent itself.

13. DISPUTE RESOLUTION.

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

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

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

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

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

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

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

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

14. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

15. DEFAULT BY PURCHASER.

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

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

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

(c) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

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

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

(f) If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

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

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

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

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

15.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Sponsor shall give written notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder (including any amounts paid by Purchaser for additional work in the Unit), together with interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made

(without any obligation to account to Purchaser for any part of the proceeds of such sale).

15.3 If Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date (a) the closing adjustments described in Section 9.1 of this Agreement will be made as of 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.

15.4 Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by Purchaser hereunder, and that the Deposit (including all interest) shall constitute and shall be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. In addition to the foregoing, Purchaser shall also reimburse Sponsor for the cost of removing any changes made to the Unit at Purchaser's request and restoring the Unit to the condition described in the Offering Plan.

15.5 NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THE AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

16. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE. The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section in the Plan entitled "Effective Date" for full details). Purchasers shall be required to cooperate with the NYS Department of Law, Real Estate Financing Bureau's procedures relating to the Plan being declared effective. The Plan will be abandoned or deemed abandoned if it has not been declared

effective within the time limits prescribed in the Plan. Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

17. WITHDRAWAL OR ABANDONMENT OF PLAN. The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in Part I of the Plan. Provided Purchaser is not then in default under this Agreement beyond any applicable grace period, if the Plan is withdrawn or abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan will not be consummated for any reason, this Agreement shall be deemed canceled and, not later than ten (10) days thereafter, Sponsor shall return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, as more particularly described in the Section entitled "Effective Date" in Part I of the Plan. After the monies are so disbursed, Purchaser and Sponsor will have no claim against each other or the Selling Agent or Escrow Agent in connection with this Agreement or the Plan, and all of same will be released and discharged from all liabilities and obligations hereunder and under the Plan.

18. SPONSOR'S INABILITY TO CONVEY THE UNITS.

18.1 If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, and, upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

18.2 Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

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

20. ACCEPTANCE OF CONDITION OF PROPERTY. Purchaser shall accept title (without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title) notwithstanding the failure to complete construction of (a) minor details of the Unit or the Property, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Purchaser acknowledges that while the Building or the Unit are undergoing construction, it is dangerous and there is a great deal of activity in order to complete the Building and the Unit as expeditiously as possible. Accordingly, neither the Purchaser nor the Purchaser's advisors or consultants will be granted access to the Building or the Unit. Purchaser shall have a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine the Unit and the Property, during normal business hours and in the company of Sponsor's representative prior to the Closing. Purchaser shall carefully inspect the Unit prior to the closing of title and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been substantially completed, then Sponsor and Purchaser will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Sponsor following the closing of title, but all such obligations to complete work in the Unit shall cease once the work has been completed. Notwithstanding the foregoing, Sponsor's obligations to perform work in any Unit shall not survive beyond one (1) year after the Closing Date. Sponsor shall have no obligation to complete any work to the Unit which is not specifically designated on the inspection statement by Purchaser, except for work necessary to cure violations and to obtain a temporary or final certificate of occupancy covering the Unit. Purchaser shall provide written notice that he or she wishes to inspect the Unit pursuant to this Paragraph at least ten (10) days prior to Closing and Sponsor shall respond prior to Closing. If Purchaser fails to inspect such Unit prior to the Closing, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (1) of the subsection entitled "Sponsor's Obligations with Respect to the Building" of the Section entitled "Rights and Obligations of Sponsor," Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property.

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

Notwithstanding the foregoing, prior to Closing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic

surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces.

21. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

21.1 The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title or possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit within two (2) months after the date of the occurrence of such fire or casualty, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

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

22. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent, Sponsor's attorneys, Escrow Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Residential or General Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Purchaser agrees that Purchaser shall not be relieved of any

of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

23. PROHIBITION AGAINST SALES OR ADVERTISING, SELLING OR LEASING. Purchaser hereby covenants and agrees that it shall not, (a) prior to Purchaser's acquisition of the Unit sell the Unit, lease the Unit, list the Unit for sale or resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale or lease and (b) for a period of twelve (12) months after the acquisition of the Unit, sell the Unit without Sponsor's written approval. In the event Purchaser sells the Unit within twelve (12) months of purchasing it, Sponsor shall receive the proceeds of the sale in excess of the Purchaser's Purchase Price for the Unit. Any such sale or lease, listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 15 hereof and any lease or conveyance in violation of the foregoing will be voidable by Sponsor. Notwithstanding the foregoing, if Purchaser is purchasing a Unit which is occupied by a tenant at the time of Purchaser's acquisition of the Unit, the aforementioned prohibition on leasing shall, in all events, be subject to any rights of such Non-Purchasing Tenant to remain in occupancy of the Unit in accordance with the terms of this Agreement, the Plan and applicable Legal Requirements. The provisions of this Article 23 shall survive the closing of title or the termination of this Agreement.

24. BROKER. Purchaser represents to Sponsor that Sponsor, Sponsor's Selling Agent and __ _____ are the only brokers or sales agents with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by said broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the aforementioned brokers, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article 24 shall survive the closing of title.

25. AGREEMENT MAY NOT BE ASSIGNED.

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

25.2 Notwithstanding the provisions of Section 25.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all the Purchaser's rights under this Agreement to a Purchaser affiliate or to member(s) of Purchaser's immediate family. For purposes of this Section 25.2 only: (i) "Purchaser affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing

controlled by or under common control with Purchaser; (ii) "immediate family" means Purchaser's spouse, domestic partner, children, parents, grandchildren, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and distribution of its profits.

25.3 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

25.4 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of 49% or less of the stock, or in the case of a partnership, limited liability company, trust or other entity, 49% or less than of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

25.5 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), and three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by Law. Upon each assignment or other change permitted by Sponsor (it its sole discretion), the assignments, affidavits and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,000 made payable to Holland & Knight LLP (for services rendered in connection with the assignment), not less than five (5) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 23 above and in the Plan will

remain in effect.

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

27. NOTICES.

27.1 Any notice, request, letter, consent or other communication hereunder or under the Plan shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Holland & Knight LLP, 31 West 52nd Street, New York, New York 10019, Attn: _____, in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication.

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

28. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

29. PURCHASER'S REPRESENTATIONS.

29.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit 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 Deposit.

29.2 Purchaser is not now, nor shall it be at any time prior to or at the Closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the Laws of the United States

or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States Law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser not any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States Law, regulation, executive orders and lists published by the OFAC or otherwise.

29.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable Law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States Law nor, to the extent such funds originate outside the United States, do not violate the Laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States Law and to the extent such funds originate outside the United States, under the Laws of the jurisdiction in which they originated. Purchaser is, and will at Closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C 5312 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as Laws relating to prevention and detection of money laundering in 18 U.S.C Sections 1956 and 1957.

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

30. WAIVER OF DIPLOMATIC OR SOVEREIGN IMMUNITY.

30.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

30.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable Law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

30.3 Purchaser irrevocably waives, to the fullest extent permitted by Law, and agrees not

to assert, by way of motion, as to a defense or otherwise in any suit, action or proceeding arising, directly or indirectly out of relating to this Agreement brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court (ii) any claim that any such suit, action or proceeding has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable Law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

30.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the Laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 30.

30.5 Nothing in this Article 30 shall affect the ability of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

30.6 The provisions of this Article 30 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

30.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

30.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor, Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice of received by the Department of State.

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

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

32. PERFORMANCE BY AND LIABILITY OF SPONSOR.

32.1 Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

32.2 Purchaser agrees that Sponsor may cancel this Agreement by forwarding Sponsor's check in the full amount of the Deposits paid by Purchaser together with interest earned thereon, if any, together with a written termination notice, in the event that (i) any governmental bureau, department or subdivision thereof (x) imposes restrictions on the manufacture, sale, distribution and/or use of materials necessary in the construction of residential housing and such restrictions prevent Sponsor from obtaining such materials from Sponsor's regular suppliers or from using them in the construction and/or completion of the Residential Unit or (y) revokes or modifies any building permit on audit (not due to any violation thereof or default thereunder by Sponsor) and as a result of such revocation or modification Sponsor is unable to construct the Building as contemplated in the Offering Plan, or (ii) Sponsor is unable to obtain materials from Sponsor's usual sources due to events beyond sponsor's reasonable control.

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

title, except as may be set forth in the Plan.

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

33. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

34. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder, if Sponsor is deemed the prevailing party in any such dispute.

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

36. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

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

38. WAIVER OF JURY. Except as prohibited by Law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

39. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and

agreements between the parties with respect to the subject matter hereof.

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

41. NO RECORDING. This Agreement nor a memorandum of this Agreement shall be recorded against the Property, the Building or the Unit.

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

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

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

45. NO ORAL CHANGES. THIS AGREEMENT CANNOT BE CHANGED OR TERMINATED ORALLY. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

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

47. CONFIDENTIALITY. Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential, except that Sponsor shall be permitted to disclose that this Agreement has been executed for the Unit and the purchase price thereunder, but not the identity of Purchaser or its principals. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, brokers, architects/engineers, accountants, 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.

48. COUNTERPARTS. This Agreement and any Rider(s) which may be annexed hereto may

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

49. LIS PENDENS. Purchaser waives any right to place a Lis Pendens against the Unit or the Building to the extent said right conflicts with the arbitration and construction disputes procedures set forth in the Plan. In the event of the Sponsor's failure to substantially complete the Unit in accordance with the terms of the Plan and this Agreement, Purchaser's sole remedy shall be the return of Purchaser's Deposit(s). The Deposit(s) shall only be returned if Purchaser has complied with the conditions contained in the Plan and this Agreement. Purchaser acknowledges that if Purchaser has not acted in compliance with the foregoing, Purchaser may not have the right to have the Purchaser's Deposit(s) refunded.

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

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

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

53. MOLD. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Unless the existence of mold occurs within one (1) month or earlier of Closing (unless there is a latent defect due to faulty construction by Sponsor so that mold could not be discovered within one (1) month of Closing), and is caused by faulty construction by Sponsor, Sponsor will not be liable to Purchaser with respect to the presence and/or existence of molds, mildew and/or microscopic spores. The provisions of this Article shall survive closing of title or the termination of this Agreement.

54. FINANCIAL CRIMES ENFORCEMENT NETWORK DISCLOSURE. Purchasers are advised that the Director of the Financial Crimes Enforcement Network, U.S. Department of the Treasury ("FinCEN"), has recently extended and expanded an earlier issued Geographic Targeting Order ("Order") that applies to any corporation, partnership, limited liability company, or other similar business entity ("Covered Purchaser") using cash, a cashier's check, certified check, traveler's check or money order in any form, whether wholly or in part, without a bank loan or other similar form of external financing, to purchase a Residential Unit in the Borough of Manhattan from Sponsor for a total price in excess of $300,000 (a "Covered Transaction"). The Order provides that in the event a Covered Purchaser enters into a Covered Transaction, the Covered Purchaser shall be required to deliver to the Title Company at Closing all documents and information necessary in order for the Title Company to comply with the requirements set forth in the Order, including without limitation the requirement to file a completed FinCEN Form 8300. Any failure by the Covered Purchaser to deliver such documents and information shall be deemed an Event of Default under the Agreement. Purchasers are advised to refer to the text of the Order itself for further details: https://www.fincen.gov/news_room/nr/files/Real_Estate_GTO-NYC.pdf.

55. SPONSOR'S RIGHTS IF PURCHASER ELECTS NOT TO EXERCISE OPTION OR DOES NOT REMAIN IN COMPLIANCE WITH THIS AGREEMENT. If (x) Purchaser does not elect to exercise the option granted hereunder on the Original Scheduled Closing Date, or (y) when Sponsor tenders the Deed (or any assignment thereof to Purchaser, Purchaser does not then sign any of the necessary purchase documents referred to in the Plan, or (z) Purchaser does not remain in compliance with any of the other terms of this Agreement. then Sponsor shall be entitled to terminate this Agreement and retain the Deposit made hereunder with interest earned thereon, if any. In the event the Sponsor changed the Unit from the Unit description contained in the Plan

pursuant to the Purchaser's request, Purchaser shall also be responsible for the cost to return the Unit to the condition described in the Plan.

Before Sponsor may fully and finally terminate this Agreement and keep Purchaser's Deposits. Sponsor must first send Purchaser a notice by Federal Express or other reputable overnight courier, by hand delivery or by registered or certified mail stating that Sponsor intends to terminate this Agreement and specifying the reason(s) therefor, and granting Purchaser a period of at least thirty (30) days within which Purchaser may reinstate this Agreement. The thirty day period described herein shall be the same period described elsewhere in this Agreement and the Plan. TIME SHALL BE OF THE ESSENCE WITH RESPECT TO PURCHASER'S OPPORTUNITY TO REINSTATE THIS AGREEMENT WITHIN THE SPECIFIED PERIOD, WHICH SPECIFIED PERIOD SHALL BE AT LEAST THIRTY (30) DAYS. AFTER THE SPECIFIED PERIOD EXPIRES, IF THIS AGREEMENT HAS NOT BEEN REINSTATED, SPONSOR MAY TERMINATE THIS AGREEMENT, RETAIN PURCHASER'S DEPOSIT AS WELL AS THE WORK PAYMENT, IF APPLICABLE, TOGETHER WITH INTEREST EARNED THEREON (IF ANY), AND SELL THE UNIT TO ANOTHER PURCHASER AS IF THIS AGREEMENT HAD NEVER BEEN ENTERED INTO. HOWEVER, IF THERE IS A DISPUTE OVER THE DEPOSIT PRECEDING (OR SUBSEQUENT TO) DISBURSEMENT OF THE DEPOSIT UPON TERMINATION OF THIS AGREEMENT, NO STATUTORY INTEREST WILL ACCRUE (OR BE DEEMED TO HAVE ACCRUED) ON THE DEPOSIT OR OTHER MONIES DEPOSITED BY PURCHASER WHILE DISBURSEMENT OF THE DEPOSITS REMAIN IN DISPUTE.

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

[signatures to follow]

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

SPONSOR:

EMPSRGGREENE LLC

By: _____
Name:
Title:

PURCHASER:

_____

_____

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

Telephone No. _____

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

HOLLAND & KNIGHT LLP

By: _____
Name:
Title:

SCHEDULE A

PERMITTED ENCUMBRANCES

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

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

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

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

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

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

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

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

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

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

11. Any declaration or other instrument affecting the Property which the Grantor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and

Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

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

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

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

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

16. Covenants, conditions, easements, leases of record as follows:

    (i) Maps recorded in CRFN No. 2018000082807

    (ii) Declaration of Condominium recorded in CRFN No. 2018000082806

    (iii) Certificate recorded in CRFN No. 2019000228109

    (iv) Zoning Lot Description recorded in CRFN No. 2019000228110

    (v) Amended Condominium Declaration recorded in CRFN No. 2019000251161

EXHIBIT A
FORM OF TITLE INDEMNITY
[TITLE UNDERWRITER LETTERHEAD]

Dated: _____

_____
_____
_____

Re: 47-49 Greene Street Condominium
47-49 Greene Street
New York, New York 10013 (the "Premises")

Ladies and Gentlemen:

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

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

[Name of Title Underwriter]

By _____
Name:
Title:

SCHEDULE B
LEAD PAINT DISCLOSURE

LEAD WARNING STATEMENT

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in your children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE

(a) Presence of lead-based paint and/or lead-based paint hazards (Check (*i*) or (*ii*) below):
- (i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- (ii) X Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (Check (*i*) or (*ii*) below):
- (i) ☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) X Seller has no reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

PURCHASER'S ACKNOWLEDGEMENT (INITIAL)

(c) ___ Purchaser has received copies of all information listed above.

(d) ___ Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.

(e) ___ Purchaser has: (check (*i*) or (*ii*) below):

(i) received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

(ii) waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT (INITIAL)

(f) ___ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

PURCHASER:

_____
[INSERT]

_____
[INSERT]

SPONSOR:

EMPSRGGREENE LLC

By: _____
Name:
Title: Authorized Signatory

RIDER TO PURCHASE AGREEMENT

The U.S. Environmental Protection Agency ("EPA") and the Department of Housing and Urban Development have promulgated Federal regulations under 24 CFR Part 35 and 40 CFR Part 745 ("Regulations") pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992 regarding the disclosure of lead-based paint and/or lead-based paint hazards to prospective purchasers of Unsold Units. In accordance with the provisions of the Regulations, there is attached to this Rider a "Lead Warning Statement" and "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" to be signed by Seller, Purchaser and Agent, as applicable, simultaneously with the Purchase Agreement to which this Rider is attached. The Regulations do not require any testing or removal of lead based paint by sellers.

This Agreement is contingent upon a risk assessment or inspection of the Property ("Inspection") for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense. Intact lead-based paint that is in good condition is not necessarily a hazard. Such Inspection shall be performed within ten (10) calendar days after a countersigned Purchase Agreement has been returned to Purchaser or Purchaser's attorney on the following terms and conditions:

(a) Purchaser and Purchaser's consultant, if any ("Consultant"), will be given reasonable access to the Unit and the public areas of the Buildings.

(b) The Inspection shall be held at a mutually convenient time and date.

(c) The Inspection shall be performed in a reasonable manner so as not to disturb or interfere with the use, operation, security or occupancy of the Unit or the Buildings.

(d) Purchaser hereby indemnifies and holds Seller harmless from, and agrees to be liable for any damages to the Unit or the Buildings, injuries and all

claims and lawsuits caused by the Purchaser or the Consultant during or from the Inspection.

(e) Purchaser or the Consultant will not probe, penetrate or disturb any painted or covered surface during the Inspection without Seller's prior approval.

This Inspection contingency will terminate at the end of such ten-day period without further notification by Seller unless the Purchaser (or Purchaser's agent) delivers to Seller or Seller's agent a proposed Purchase Agreement Addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report (the "Report). The Seller may, at the Seller's sole option, within five (5) business days after delivery of the Addendum and Report, elect in writing whether to correct the condition(s) prior to Closing. If the Seller will correct the condition, the Seller shall furnish the Purchaser with a certification from the Consultant or from the Seller's risk assessor or inspector, confirming that the condition has been remedied before the Closing date, as such date may be extended or adjourned, as provided in the Purchase Agreement. If the Seller does not elect to make the repairs or if, within three (3) days, Seller does not make a counter-offer to remove this contingency and sell the Unit in "as is" condition, then this Purchase Agreement shall become void and the Contract Deposit will be refunded to Purchaser. The Purchaser may remove this contingency at any time without cause.

PURCHASER AGREES THAT IT IS PURCHASING THE UNIT "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE CONDITION OF THE UNIT AND THE BUILDINGS, EXCEPT AS MAY BE OTHERWISE PROVIDED IN THE PLAN. PURCHASER FURTHER AGREES THAT SELLER HAS NO RESPONSIBILITY OR LIABILITY FOR, AND PURCHASER HEREBY UNCONDITIONALLY RELEASES SELLER FROM, ANY AND ALL LIABILITY, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, THAT IS BASED UPON OR RELATED TO, THE EXISTENCE OF LEAD OR LEAD-BASED PAINT OR OTHER SOURCES OF LEAD ON OR ABOUT THE UNIT AND THE BUILDINGS.

_____

, Purchaser

_____

, Purchaser

SELLER:

By: _Name:
Title:

EXHIBIT "2"

FORM W-9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

EXHIBIT "3"

FORM W-8

Form **W-8**
(Rev. February 1991)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status

Please print or type

Name of beneficial owner (if joint account, also give joint owner's name) | **U.S. taxpayer identification number** (if any)

Permanent Address (See *Specific Instructions*.) (Include apt. or suite no.)

City, province or state, postal code and country

Current Mailing Address, if different (Include apt. or suite no., or P.O. box if mail is not delivered to street address.)

City, town or post office, state, and ZIP code (If foreign address, enter city, province or state, postal code and country.)

List account information here (Optional, see *Specific Instructions.*) ▶ | Account number(s) | Account type

Notice of Change in Status.—To notify the payer, mortgage interest recipient, broker or barter exchange that you no longer qualify for exemption, check here . . . . . ▶ ☐
If you check this box, reporting will begin on the account(s) listed.

Please Sign Here

Certification.—(Check applicable box(es)). Under penalties of perjury, I certify that:

☐ For **INTEREST PAYMENTS,** I am not a U.S. citizen or resident (or I am filing for a foreign corporation, partnership, estate, or trust); **AND**

☐ For **BROKER TRANSACTIONS** or **BARTER EXCHANGES,** I am an exempt foreign person as defined in the instructions below.

▶ Signature | Date

General Instructions

(Section references are to the Internal Revenue Code unless otherwise noted.)

Purpose of Form.—Use Form W-8 or a substitute form containing a substantially similar statement to tell the payer, mortgage interest recipient, middleman, broker, or barter exchange that you are a nonresident alien individual, foreign entity, or exempt foreign person not subject to certain U.S. information return reporting or backup withholding rules.

Caution: *Form W-8 does not exempt the payee from the 30% (or lower treaty) withholding rates.*

Nonresident Alien Individual.—For income tax purposes, the term **nonresident alien individual** means an individual who is neither a U.S. citizen nor resident. Generally, an alien is considered to be a U.S. resident if:

- The individual was a lawful permanent resident of the United States at any time during the calendar year, that is, the alien held an immigrant visa (a "green card"), or
- The individual was physically present in the United States on:

(1) at least 31 days during the calendar year, and

(2) 183 days or more during the current year and the 2 preceding calendar years (counting all the days of physical presence in the current year, 1/3 the number of days of presence in the first preceding year, and only 1/6 of the number of days in the second preceding year).

See **Pub. 519,** U.S. Tax Guide for Aliens, for more information on resident and nonresident alien status.

Exempt Foreign Person.—For purposes of this form, you are an **exempt foreign person** for a calendar year in which:

- You are a nonresident alien individual or a foreign corporation, partnership, estate or trust, and
- You are not engaged, or plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from the broker or barter exchange, or your country has a tax treaty with the U.S. that exempts your transactions from U.S. taxes.

Who May Not File.—If you are a nonresident alien individual married to a U.S. citizen or resident and have made an election under section 6013(g) or (h), you are treated as a U.S. resident and **may not** use Form W-8.

When To File.— Form W-8 or substitute form should be filed before a payment is made. Otherwise, the payer may have to withhold and send 20% of the payment to the Internal Revenue Service (see *Backup Withholding* below). This certificate generally remains in effect for three calendar years. However, the payer may require you to file a new certificate each time a payment is made to you.

Where To File.—File this form with the payer of the qualifying income who is the withholding agent (see *Withholding Agent* on page 2). You may wish to keep a copy for your own records.

Backup Withholding.—A U.S. taxpayer identification number or Form W-8 or substitute form must be given to the payers of certain income. If a taxpayer identification number or Form W-8 or substitute form is not provided or the wrong taxpayer identification number is provided, these payers may have to withhold 20% of each payment or transaction. This is called "backup withholding."

Reportable payments subject to backup withholding rules are:

- Interest payments under section 6049(a).
- Dividend payments under sections 6042(a) and 6044.
- Other payments (i.e., royalties and payments from broker and barter exchanges) under sections 6041, 6041A(a), 6045, 6050A and 6050N.

If backup withholding occurs, an exempt foreign person who is a nonresident alien individual may get a refund by filing **Form 1040NR,** U.S. Nonresident Alien Income Tax Return, with the Internal Revenue Service Center, Philadelphia, PA 19255, even if filing the return is not otherwise required.

U.S. Taxpayer Identification Number.—The Internal Revenue law requires that certain income be reported to the Internal Revenue Service using a U.S. taxpayer identification number (TIN). This number can be a social security number assigned to individuals by the Social Security Administration or an employer identification number assigned to businesses and other entities by the Internal Revenue Service.

(Continued on back.)

EXHIBIT "4"

POWER OF ATTORNEY

RESIDENTIAL POWER OF ATTORNEY

_____

TO

THE RESIDENTIAL COMMITTEE OF 47-49 GREENE STREET CONDOMINIUM

AND

THE CONDOMINIUM BOARD OF 47-49 GREENE STREET CONDOMINIUM

AND

EMPSRGGREENE LLC

47-49 GREENE STREET CONDOMINIUM

47-49 GREENE STREET , NEW YORK, NEW YORK 10013

UNIT _____

COUNTY: NEW YORK

BLOCK: 475

LOT:

RESIDENTIAL UNIT POWER OF ATTORNEY

Terms used in this Residential Unit Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Empsrggreene LLC ("Declarant") establishing a plan for Condominium ownership of the premises known as 47-49 Greene Street Condominium and by the street number 47-49 Greene Street , New York, New York 10013 under 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 _____, 20__, in City File Register Number _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned (the "Principal"), the owner of the Residential Unit (the "Unit") in 47-49 Greene Street Condominium which is (are) designated and described as Residential Unit No. _____ in the Declaration and also designated as Tax Lot _____, in Block 475 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute:

A. the Board of the Residential Section of the Condominium (hereinafter collectively referred to as "**Residential Committee**"), true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Committee or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with such Unit Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Residential Unit Owners, to acquire or lease any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Residential Unit Owners, to acquire any Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Residential Committee or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Residential Unit so acquired by them, or to sublease any Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) upon determination by the Residential Committee, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Residential Committee deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Residential Section and/or the Condominium, which the Residential Committee, deems necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning

Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Section, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Residential Section which the Residential Committee deems necessary or appropriate or (c) following due authorization by any affected Residential Unit Owner(s), to the extent required in the Declaration and By-Laws, any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, in each case that the Residential Committee deems necessary or appropriate.

The acts of a majority of such persons constituting the Residential Committee shall constitute the acts of said attorneys-in-fact.

This Residential Unit Power of Attorney shall be irrevocable; and

B. the Board of the Condominium (hereinafter collectively referred to as "**Condominium Board**"), true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present; (2) upon determination by the Condominium Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the General Common Elements which the Condominium Board, with respect to the General Common Elements and the Residential Committee with respect to the Residential Section, deems necessary or appropriate to comply with any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium, (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium which the Condominium Board deems necessary or appropriate or (c) following due authorization by any affected Unit Owner(s) or the

Residential Committee, in each case to the extent required in the By-Laws and Declaration, any consent any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium, the Residential Section or any of the Common Elements, which the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Residential Committee shall constitute the acts of said attorneys-in-fact.

This Residential Unit Power of Attorney shall be irrevocable; and

C. the Declarant, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, in the name of its designee (corporate or otherwise) but subject in all respects to the By-Laws and the Declaration then in effect, to execute an amendment to the Declaration, By-Laws and the Rules and Regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete work to the Unsold Units or Common Elements by Declarant or obtain an amended certificate of occupancy therefor, or any of said documents when such amendment (i) shall be required to reflect any changes in Unsold Residential Units, Non-Residential Unit and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) shall be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (a) or (b) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

This Unit Power of Attorney shall be irrevocable.

Each Agent may act SEPARATELY.

This Unit Power of Attorney does not revoke any prior powers of attorney executed by the Principal.

[signatures to follow]

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ___ day of _____, 20__.

PRINCIPAL signs here: =>_____

=>_____

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

On the _____ day in _____the year 20__ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day in _____the year 20__ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT "5"

FORM OF UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20___, between Empsrggreene LLC, a Delaware limited liability company, having an office at c/o EMP Capital, 443 Broadway, Second Floor, New York, New York 10013 (the "Grantor") and _____ (the "Grantee"), having an address at _____.

W I T N E S S E T H :

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The condominium unit (the "Unit") in the premises known as a 47-49 Greene Street Condominium (the "Condominium") and by the street number 47-49 Greene Street , Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit No. _____ in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated _____, 20__ and recorded in the New York County Office of the Register of The City of New York (the "City Register's Office") on _____, 20__ in City Register File Number _____, and also designated as Tax Lot(s) ____ in Block 475 of Section ____ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____, 20___, and filed in the Real Property Assessment Department of the City of New York on _____ _____ as Condominium Plan No. _____ also filed in the City Register's Office on _____, 20__, as Condominium Map No. _____. The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or in the By-Laws of the Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws".)

Together with an undivided _____ percentage interest in the Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has (have) been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

GRANTOR:

EMPSRGGREENE LLC

By: _____
Name:
Title:

_____
Grantee

_____
Grantee

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

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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

On the _____ day in _____ the year 20_____ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

SCHEDULE B

REFER TO PERMITTED ENCUMBRANCES SET FORTH AS SCHEDULE A TO PURCHASE AGREEMENT

TO BE INSERTED PRIOR TO CLOSING

EXHIBIT "6"

DESCRIPTION OF PROPERTY

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS, PRELIMINARY

November 8th, 2019
Rev 1: January 29th, 2020
Rev 2: March 4th, 2020
Rev 3: April 15th, 2020
Final: May 11th, 2020

49 Greene Street
New York, New York 10013

A. Location and Use of Property:

1. Address:	47-49 Greene Street New York, New York 10013
2. Block / Lot Number:	Block 475, Lot 50 (n/k/a 1901 and 1902)
3. Zoning:	M1-5B. Property complies with all zoning and use requirements.
4. Permissible Uses:	Occupancy Groups are UG 11 and 17D as per New York City Zoning Resolution, which permits residential and commercial uses. The property and proposed use will comply with all zoning and use requirements prior to closing.

B. Status of Construction:

1. Year built:	The building was built in 1900, according to New York City's Zoning & Land Use Map database. Construction work began on 10/23/2018. Construction completion is estimated at 06/01/20. The building is not a Quality Housing Project.
2. Class of Construction:	Construction Classification Type III per 1938 NYC Building code. Exterior Walls: Existing load bearing masonry - 3-HR Structural Columns: Existing wood and new steel supports – 0-HR Floors: Existing wood joists protected with dropped ceilings – 1 HR Roof: New structural steel C-joist and metal deck – 2 HR Stair Enclosures: Existing masonry / masonry equivalent – 2-HR Interior Walls: New steel stud and gypsum board – 1-HR
3. Certificate of Occupancy:	Owner will apply for new C of O.

4. Description of Work:

The work encompasses a renovation of an existing 6-story manufacturing building. The interior renovation work is concentrated at the First Floor lobby areas and floors 2-5 and includes new finish flooring, a new passenger elevator, restoration of an existing wood staircase, new non-load bearing gypsum board partitions, new mechanical, plumbing and electrical fixtures, new millwork and a new steel and wood staircase connecting the floors of the penthouse unit (floors 5-roof). A new fire alarm and sprinkler system will also be installed. Plumbing, mechanical and electrical systems will be described in more detail in this report.

At the 6th floor a new roof will be constructed along with the extension of the rear and side walls of the building. Exterior work also includes new roof parapets, a private roof deck, roof planting, new stair and elevator bulkheads, a new Penthouse bulkhead and a new mechanical area.

Associated alteration permits:
Alt 2: #12128490
Alt 1: #123473151

C. Site:

1. Size:

The lot size is approximately 4,833 square feet. The lot frontage is 48'-4" wide and the site is 100'-0" deep.

2. Number of Buildings and Use:

The site contains 1 building. The building use is zoned for use groups 11 and 17D. The building will remain as a 6-story building containing 4 residential units (use group 17D). The First floor contains an existing retail unit (use group 11) and two (x2) new residential lobbies (use group 17D). The Cellar contains an existing storage space for the retail unit, a new storage area for the residential units and mechanical rooms including but not limited to an electrical room, an elevator machine room and a sprinkler room. (Accessory to use groups 11 and 17D).

3. Streets:

The property is located on Greene Street, a one-way street, which is owned and maintained by the City of New York. The property has 48'-4" of frontage. The primary residential entrance vestibule fronts Greene Street at the corner of the building adjacent to 45 Greene Street. The secondary residential entrance vestibule also fronts Greene Street at the other corner of building adjacent to 52 Greene Street. Two commercial entrances also front Greene Street and are situated adjacent to both residential entrances.

i. Paving: Greene Street is a cobble-stone street in good condition.
ii. Curbing: The curbs of the property's sidewalk are granite. They are existing and to remain. They are in good condition.
iii. Catch basins, drainage: There are no catch basins on the property.
iv. Street lighting: The street lighting is jurisdiction of the City of New York. No streetlights exist on the sidewalk.
v. Conformity with local fire district, town, or municipal building codes: Not applicable.

4. Drives, Sidewalks and Ramps:

i. Paving: The existing sidewalk is to remain and slopes to drain away from building into the street. The existing sidewalk paving is a combination of bluestone and granite slabs. It is in good condition. The owner shall be responsible for maintaining the sidewalk per the requirements of the New York City Department of Transportation ("DOT"). The existing sidewalk stoop is diamond plate steel and is to remain. A cellar hatch and vault lights exist on the stoop. Sidewalk vault lights shall be maintained per DOT revocable consent. An existing diamond plate steel stair will be removed to provide a new ADA accessible entrance to the Elevator Lobby servicing the residential units. New granite slabs shall be installed in the stair's place to continue the sidewalk up to the Elevator Lobby entrance. This new piece of sidewalk will be constructed per ADA and water run-off requirements.

ii. Curbing: The existing sidewalk curb is granite and is to remain. It is in good condition. The existing stoop curb is granite and is to remain.

iii. Catch Basins: There are no catch basins on the property. Greene Street slopes towards Grand Street. There are two catch basins at the intersection of Greene Street and Grand Street. Both are in good condition.
Greene Street slopes towards Grand Street. There are two catch basins at the intersection of Greene Street and Grand Street. Both are in good condition.

iv. Street Lighting: There are no streetlights on the property's sidewalk. An existing cast iron streetlight is located on the opposite side of the street on the sidewalk of 50 Greene Street. It is in good condition.

v. Conformity with local fire district, town or municipal building codes. All new items will be in conformity with New York City building codes.

D. Utilities:

The utilities are provided by public utilities and regulated companies. The water and sewer services are provided by the City of New York. The gas and electric services are provided by Consolidated Edison. The telephone and IT services are provided by Verizon. The water service is metered collectively, while gas and electric are metered individually.

E. Sub-Soil Conditions:

No work has been done to the building under the current ownership that has an impact on sub-soil conditions.

1. whether uneven foundation movement or settling has occurred

No information is available at the time on whether uneven foundation movement or settling has occurred.

2. whether there is any evidence of moisture or seepage or ground water infiltration

No information is available at the time on whether there is any evidence of moisture or seepage or ground water infiltration.

3. whether there is any danger from flooding, either due to water table in area or overflow from other bodies of water

Surface water bodies are not present at the Site. The closest water body is the Hudson River, which is located approximately 2,930 feet west of the Site. Based on the New York County, New York National Flood Insurance Program Map (Map Number 3604970182F, panel 182 dated 09/05/07), the Site is not in a Special Floor Hazard Area Zone and is in Zone X, i.e., outside the 0.2% annual chance floodplain.

F. Landscaping and Enclosures:

1. Grass Cover:	There is no grass cover.
2. Planting:	Roof Terrace – This area will have removable planter boxes along the perimeter with a combination of shrubs, ornamental grasses and ornamental shade trees. Along the penthouse stair bulkhead there will be recessed planter beds flush with the pavers that contain a combination of shrubs, flower plants and grasses.
3. Trees:	There will be ornamental shade trees on the roof terrace.
4. Fencing:	There are no fences.
5. Gates:	Roof Terrace - Gate at front of rooftop for FDNY access. Gate for mechanical area.
6. Garden Walls:	There are no garden walls.
7. Retaining Walls:	There are no retaining walls.
8. Reflecting Pools and Fountains:	11.5" deep reflecting pool at rooftop – part of Penthouse unit.

G. Building Size:

1. Total Height:	Total height of the Building from the base plane to the 6th floor roof is 93'-4" (top of PH bulkhead) in accordance with zoning requirements. The height from the base plane to the top of 6th floor roof structure is 79'-3 3/4". The height from the base plane to the top of the finish pavers at the roof is 81'-5".
2. Crawl Spaces:	There are no crawl spaces.
3. Number of Cellars:	There is one cellar level.
4. Number of Floors:	The building contains six (6) floors above ground, plus a cellar, elevator and stair bulkheads and mechanical equipment on the roof, which are permitted obstructions above the zoning height limit.
5. Equipment Rooms:	There are x4 equipment rooms for electrical, mechanical, sprinkler and elevator located in the Cellar.
6. Parapets	There are parapets at the roof level. There is a guardrail along the roof edge. The guardrail will be a minimum of 3'-6" high measured from the top of the finish pavers.

H. Structural System:

The building is an existing manufacturing building, wood framed with solid brick exterior walls. The brick walls act as support for the floors along with x6 wood columns per floor that run down the center of the building. The typical floor framing is north-south wood joists spaced at approximately 16" apart, spanning onto a center east-west beam. The center wood beam is supported by the line of wood columns. The wood beams pocket into the perimeter brick walls. The existing foundation walls are in fair condition and will not be impacted by the additional renovation work. Based on the building's original construction as a manufacturing building, the foundations are believed to be adequate for residential use. There is no potential danger of the existing building structure failure. There is not any immediate need of structural bracing and shoring work to be performed on the property

The existing 6th floor wood columns will be removed to make way for the new steel C-joist and metal deck roof. Three (x3) steel columns will replace these x6 existing wood columns. The column lines below the new three (x3) steel columns will be reinforced with steel angles to account for their new overload. Existing notched beams between the 3rd and 4th floors were weakened and will have new beam segments bolted at the notched areas for reinforcement.

The existing passenger elevator will be removed and will be filled in with wood framing. The existing freight elevator will be removed. The new passenger elevator will be in the existing freight elevator shaft. The remainder of the existing shaft will be filled in with wood framing.

The new stair located within the Penthouse unit between the 5th, 6th floors and roof will have steel stringers supporting the stair treads. The intermediary stair landing will be supported by a steel plate platform and (x2) steel hanger rods

The new penthouse bulkhead on the roof will be supported by a steel column and beam structure.

The floor separating the existing retail unit at the First Floor and the residential unit at the 2nd Floor is existing and is comprised of wood beams and joists with a suspended ceiling at the retail side. Fiberglass batt insulation with a minimum value of R38 will be installed between the joists. A new subfloor will be installed on top of the existing beams and joists with a ½" sound barrier mat and a ¾" engineered wood floor / stone slab / stone tile finish. The estimated STC rating of this floor assembly at construction completion is STC50

The floors between the 2nd Floor through to the 6th Floor are existing and are comprised of wood beams and joists. A new suspended gyp. board ceiling will be installed, and fiberglass batt insulation with a minimum value of R38 will be installed between the joists. A new subfloor will be installed on top of the existing beams and joists with an acoustic underlay and a ¾" engineered wood floor / stone slab / stone tile finish. The estimated STC rating of this floor assembly is 47 and the estimated IIC rating is 50.

Approximately 1/3" of the existing floor assembly between the 5th and 6th floor will be replaced with new construction. This floor assembly consists of C-channel joists and a typical gyp. board suspended ceiling. Fiberglass batt insulation with a minimum value of R38 will be installed between the joists. A new subfloor will be installed on top of the C-channel joists with a acoustic underlay and a ¾" engineered wood floor finish / stone slab / stone tile finish. The estimated STC rating of this floor assembly is 47 and the estimated IIC rating is 50.

Vibration isolators will be provided on all mechanical equipment. Equipment rooms will have full perimeter seals and closers. Walls and penetrations between units will have full continuous acoustic sealant or caulk.

The building is existing and was construction around 1900. The sub-grade drainage system and waterproofing system used for the foundation walls and Cellar floor slab is unknown. Buildings built at a that time typically were constructed with a tile/brick drainage system around the bottom of the foundation walls with a tile/brick trough below the bottom floor slab. There is not any water present in the Cellar today.

Exterior of Building

i. Walls: The exterior walls are existing masonry and are approximately 1'-7" thick. A new furred wall is provided on the interior consisting of metal stud, continuous fiberglass batt insulation and gypsum wallboard. The insulation is faced, 6-1/4" thick with a minimum value of R-19 meeting ASTM C665, Type II, Class C. The entire wall assembly has a min. fire rating of 2 hours. The Penthouse exterior walls will be a curtain wall system. The system will be installed per manufacturer's specifications and current building standards. The north and south walls will have 1-hr rated assembly with sprinkler heads on either side of the glazing. The east and west walls are not required to have a fire rating per NYC Building Code due to distance from property lines and adjacent buildings.

Typical interior walls are to be comprised of 3-5/8" metal stud with 5/8" gypsum board on either side. There will be 3-1/2" fiberglass batt insulation with a minimum value of R-13 meeting ASTM C665, Type I and ASTM E 136 as well as acoustical sealant at the floor and ceiling. Interior wall assemblies will have a minimum fire rating of 1 hour.

The building is a contributing building to the Soho Cast-Iron landmarked Historic district. Therefore, requirements to meet the NYC Energy Code are not required. The building is not higher than 6 stores and is therefore not subject to the Façade Inspection and Safety Program (FISP) or Local Law 11.

ii. Windows: The window openings are all existing. The existing stone sills and stone lintels are to remain and are in good condition. The 6th floor rear windows will be enlarged, and new sills and lintels installed to match existing condition. There are no lot line windows.

The windows at all floors will be two-over-two wood double hung insulated windows by Pella. The 2nd, 4th, and 6th floor windows will have triple pane low-E glass with thermal breaks. The 3rd and 5th floor windows will have double pane low-E glass with thermal breaks. All window glazing at the front façade will be tempered. The window glazing at the second floor will also be laminated due to the size of the units. Silicone sealant will be used at all window edges. Window guards are not provided. The windows do not have screens and shall be equipped with limiters in lieu of window guards to meet NYC code.

All window glazing has a (20) twenty-year warranty with a (10) ten-year warranty on the parts and hardware. Associated labor has a (2) two-year warranty.

The storefront at the Penthouse will be metal framed manufactured by Pilkington (or equal). Window glazing has a (20) twenty-year warranty with a (10) ten-year warranty on parts and hardware.

iii. Landmarked Status: The Building is a contributing building to the New York City Landmark District: Soho-Cast Iron Historic District. It is exempt from complying with NYECC

2. Parapets and Coping:

Roof Terrace parapet construction: Existing masonry parapets to be demolished. New masonry parapets will be constructed of CMU blocks with brick face and spring lock aluminum copings and will extend 7" above the exterior walking surface. A glass rail will be attached to the masonry with a steel angle to provide the required guardrail height at the roof deck. Glass rail system to meet NYC code requirements.

Mechanical area parapet construction: New masonry parapets will be constructed of CMU blocks with brick face on exterior and stucco on interior with spring lock metal copings and will extend 3'-6" above the exterior walking surface to meet the required guardrail height per NYC building code.

3. Chimneys and Caps:

Existing chimneys on roof will be removed. No existing flues or chimneys on floors 1-6. Three new galvanized steel vents will discharge from the Penthouse Roof: x1 Kitchen exhaust, x1 Dryer Exhaust, x1 Toilet Exhaust. X2 new chimney flues and chimney caps are to be stainless steel and meet NYC code.

4. Balconies and Terraces:

There is a finished private roof terrace which is accessible from an interior private staircase from the 6th floor of the Penthouse unit. It will be indicated as an accessory to the Penthouse Unit on the Certificate of Occupancy. Purchaser of Penthouse unit cannot place any obstacles in the fire department access path indicated on the roof terrace plans. A portion of the roof is dedicated for the building's mechanical equipment and is accessible from the main egress stair and via a gate from the private roof terrace.

i. Deck Finish:
Private Roof Terrace - Precast stone pavers on adjustable pedestals over waterproof membrane provide a roof terrace suitable for daily foot traffic.
Mechanical Area Roof Deck - Metal grating supported with steel dunnage provides a surface suitable for mechanical equipment and daily foot traffic.

ii. Balustrade: N/A

iii. Railings:
Private Roof Terrace – 3'-6" glass rail system to meet NYC code. Mechanical Roof Deck - 3'-6" masonry parapet to meet NYC code.

iv. Copings: Aluminum coping at terraces and roofs

v. Soffits: Metal clad at Penthouse soffits

vi. Doors to terraces: Penthouse Storefront - Metal frame with Low E insulated glass, manufactured by Pilkington or similar manufacturer with warranties noted, see (H) (1) (ii). Egress Stair Door – Hollow metal frame.

vii. Fencing: A masonry wall and galvanized steel gate separate the mechanical area from the private roof terrace.

5. Exterior Entrances: All but one entrance is ADA compliant.

i. Commercial Entries: N/A

ii. Residential Lobbies: The two new (x2) residential lobbies 01 and 02 on Greene Street to be served by new custom wood framed, fixed panel glass double swinging doors with thermal breaks by Door Stop. The door sets will be operable via a Virtual Doorman system which includes an electric latch and card reader. The door sets will also have a surface closer and mortise cylinder lock. The door set accessing Lobby 02 will also be equipped with an ADA actuator for accessibility.
Residential Vestibules: There are no vestibules.

iii. Exterior Stairs: There is an existing diamond plate steel stoop at existing commercial entrances and at one of the new residential lobby entrances. There is an existing granite curb in front of the steel stoop that will terminate at the residential Lobby 02 entrance. There is an existing fire escape on the building's front façade. It was restored and repaired in 2015 and is in good condition.

iv. Railings: There are no railings at the main entrances on Greene Street. Roof terrace railings are glass with a minimum height of 3'-6" above walking surface.

v. Mailboxes: Mailboxes are new and are located inside of the residential Lobby 02 and accessed by tenants with a key. These will be ADA compliant with the required ADA shelf.

vi. Lighting: There is exterior LED downlight above the entrance of each residential vestibule operated by a daylight sensor and time clock.

6. Service Entrances:

i. Doors and frames: There is an existing diamond plate steel hatch at street level for access to the Cellar. It is in a fair – good condition. This will remain and will be is locked with a pad lock and accessed by the building's super. A new entry door to the Cellar from the Residential Lobby 01 to be hollow metal with a surface closer, mortise cylinder lock and exit rim device.

ii. Gates: N/A

iii. Exterior Stairs: N/A

iv. Railings: N/A

7. Roof and Roof Structures:

i. Roof types for all areas: New roof to be installed on the building, on new bulkheads and new Penthouse structure.
   a. Materials: The new roof of the building, bulkheads and Penthouse will consist of two (2) -ply system applied over continuous rigid insulation. Roof systems to be manufactured by, or the equivalent of Soprema.
   b. Insulation: A minimum of 4" rigid Polyiso Insulation (60 psi board minimum) installed per roofing manufacturer's recommendations with a minimum R value of 20.
   c. Surface finish: Precast stone roof pavers on pedestals for hardscape areas of private roof terrace. Pavers are suitable for everyday foot traffic. Litetop growing media planting strips for soft-scape area adjacent to Penthouse stair bulkhead. Metal grating at mechanical area. All exposed exterior metals and fasteners shall be corrosion resistant.
   d. Bond or Guarantee: The roof warranty is a limited warranty for 20 years provided by the contractor to the Owner. The final warranty document will be provided as part of the document transfer. 20 years from the manufacturer and 20 years from the installer, which will be assignable to the condominium, commencing from the date of Substantial Completion.
   e. Flashing materials including counter flashing: All flashings to be stainless steel.
   f. Roof Top Equipment: There are no rooftop antennae, cell phone towers, satellite dishes, or lightening protection equipment.
   g. Roof Top Facilities: Built in gas grill, refrigerator, sink, faucet and food prep area, seating areas, planted areas, planter boxes and shallow reflecting pool for Penthouse tenant.

ii. Drains: The house sewer is located in the cellar level and constructed of cast iron piping. The storm leaders are constructed of cast iron piping and terminate in the cellar level at the house traps.

iii. Skylights: There is one (1) 11'-10" (L) x 13'-2" (W) aluminum framed fixed pyramid skylight above the 6th floor living area. There is one (1) 18'-4" (L) x 8'-5" (W) aluminum framed fixed, skylight above the penthouse stair bulkhead. Manufacturer: Schuco or similar. Warranty – (10) ten year labor and product.

iv. Bulkheads: All bulkheads are new
   a. Stairs: The fire egress stair is enclosed with structural metal stud framing. The exterior is finished with a painted stucco assembly on the roof terrace side and brick veneer on the property line side.
   b. Elevator: The passenger elevator is enclosed with existing brick masonry and concrete block. The exterior is clad in brick.
   c. Private Penthouse Stair: Glazed insulated curtain wall system with insulated glass skylight.

v. Metal Work at Roof Levels:

a. Exterior Metal Stairs: A prefabricated metal stair connects the raised private roof deck to the front unraised portion of roof fronting Greene Street.
b. Vertical Ladders, including gooseneck: Not Applicable.
c. Railings: A glass railing is mounted on the North East and North West parapets of roof deck. A glass railing is mounted to a cast in place concrete curb which separates the front portion of the roof deck fronting Greene Street from the private roof terrace.
d. Hatches to Roof: Not applicable.
e. Other: Mechanical equipment is mounted to steel dunnage.

vi. Rooftop Facilities: The purchaser of the Penthouse unit will have access to a 2,349 SF (61% of the building's roof) private recreational roof terrace. The recreational roof terrace will have a maximum occupancy of twelve (12) persons. It will comply with NYC DOB Bulletin 2018-002 and will be allocated as an accessory to the Penthouse unit in the Certificate of Occupancy. The purchaser of the Penthouse unit cannot place any obstacles in the fire department access path (indicated on the roof terrace plans).

8. Fire Escapes: There is an existing fire escape on the Greene Street façade extending from the roof to the 1st Floor. The fire escape is accessed from each unit through a window in the unit's entry vestibule. This acts as one (x1) form of egress for the tenants of each unit. The second means of egress is provided for all floors via interior egress stair. The fire escape was repaired and restored in 2015. This restoration included scraping, priming and repainting and the installation of a new basket at the 1st floor. The fire escape will be painted and repaired as necessary.

9. Yards and Courts: There are no yards or courts. The First Floor has full lot coverage. A 20'-0" set back is provided after the First Floor to comply with Zoning Resolution section 43-26; Minimum Rear Yards. The existing First Floor commercial unit extends into the entire depth of the set back and complies with Zoning Resolution section 43-23 (b)(1).

10. Interior Stairs:

Stair A: Existing residential egress stair from First Floor to Roof. Enclosure from Floors 1-6 is existing masonry with a 2-hr fire rating and satisfies NYC building code. The existing enclosure is in a good condition. Enclosure from Floors 6-Roof is a new steel stud stucco assembly meeting the masonry equivalent requirements and 2-hr fire rating requirement per NYC building code. Stair assembly (treads, risers, stringers, handrail and balustraded) from Floors 1-6 is existing painted wood and satisfies NYC building code requirements for building's occupancy and construction type. The existing stair assembly is in a good condition. Stair assembly from Floor 6–Roof is a new non-combustible concrete-poured metal pan riser and tread construction and satisfies NYC building code requirements. Railings and balustrade are painted metal. Interior walls of Stair A (Floors 1-Roof) are painted plaster / gypsum board with painted wood panel wainscot.

Stair B: Existing commercial stair from the Cellar to the First Floor Lobby 01. 2-hour rated existing masonry enclosure. Enclosure is existing masonry with a 2-hr fire rating and satisfies NYC building code requirements. The existing enclosure is in a good condition. Stair assembly (treads, risers, stinger, handrail) is existing wood. Interior walls are painted gypsum board / painted masonry. The existing stair assembly is in a good condition.

Stair D: New private Stair from 5th Floor of Penthouse unit to Roof. No enclosure – stair is open to the floors and not a dedicated egress stair. Stringers are steel. Treads are wood with steel supports. Open risers. Glass guardrail and metal handrail.

11. Interior Doors, Frames and Hardware:

i. Unit Entrance and Interior Doors and Frames: All new doors on Floors 1 – Roof. Cellar doors are existing to remain barr the Electrical room, Mechanical Room and Elevator Machine Room where new doors are installed.

A. Entrance doors and frames are painted, hollow metal, with 90-min fire rating in accordance with NYC Building Code.
B. Interior doors and frames are typically wood doors and frames.
C. Egress stair roof door, new basement doors and frames: Hollow metal doors and frames, painted, 90-min fire rating where required to meet NYC fire codes.

12. Elevators and Cabs:

Elevator System:

i. Number of passenger and service elevators:
One (x1) new passenger elevator in existing shaft opening.
Manufacturer, Age and Capacity:
M.R.L Machine - Inner City Elevator Corporation, New, Capacity - 2500lbs, Speed - 150fpm

ii. Type Operation:
Passenger

iii. Automatic (Type of Controls):
Automatic passenger

iv. Floors served:
6 Landings. Floors First through Sixth.

v. Type (hydraulic; gearless):
Gearless

vi. Doors:
(x1) 42" automatic horizontal slider

vii. Location of Control Rooms:
Cellar

viii. DC motor:
N/A

ix. AC motor-generator set (manufacturer):
Imperial #475

Elevator Cab Interiors:

i. Kind: Custom cab manufactured by A&D Entrances
ii. Floor: Stone
iii. Walls: Brushed metal panels
iv. Ceiling: Brushed metal panels
v. Lighting: LED downlights
vi. Alarm, Safety System: Standard stop and alarm button Firemen's Service. Alarm provided per NYC code.

I. Auxiliary facilities:

1. Laundry rooms:

i. Location and Number of Rooms: Washer and dryer units located in residential units in separate rooms or closets.
ii. Clothes washers: One (x1) electric washer per residential unit
iii. Clothes dryer: One (x1) gas dryer per residential unit
iv. Room ventilation: Each laundry room or closet is equipped with a
v. Dryer Ventilation: Vented to exterior. Exhausts terminate at the roof of the Penthouse Bulkhead.

2. Refuse Disposal:

i. Incinerator: Not Applicable
ii. Compactor: Not Applicable
iii. Approvals: Not Applicable
iv. Initial Storage Location: There will be trash storage in the Cellar.
v. Pick-up Schedule: Refuse and recycling will be brought from the units by the tenants / building super to the street curb for collection on days and times designated by the NYC Sanitation Department for collection by the sanitation department.

3. Residents' Storage Rooms: There will be six (x6) storage cages located at the Cellar floor. Each storage cage can be secured by a padlock provided by Unit Owners. Cages are approx. 20SF (5'-0" x 4'-0").

4. Lobbies: There will be two (x2) residential lobbies located at the First Floor. Both will have stone floors, gypsum board and wood paneled walls and painted gypsum board ceilings. Mailboxes with keyed locks will be located in Lobby 02.

5. Bicycle Rooms: There are no bicycle rooms

J. Plumbing Systems:

1. Water Supply:

i. Material: Water is supplied to the building by the public utility. A booster pump located in the cellar increases the pressure and the water is then distributed to the building. 4" combined ductile iron water service supplies the building.
ii. Shut-off Valves: Main shut-off valve is located in the Cellar.
iii. Insulation: All hot and cold-water piping shall be insulated throughout per NYC code.

2. Fire Protection:

i. Standpipes: The building does not have a standpipe system.
ii. Hose Racks, Hoses, and Nozzles: The building does not have any hose racks.
iii. Sprinkler Heads: The building is provided with sprinkler protection. Water enters the building on the cellar level and its pressure is increased by a sprinkler booster pump also located in the cellar. The entirety of the sprinkler system is a wet type system. The Cellar level is provided with upright sprinkler heads and the residential units are provided with a combination of concealed pendants and sidewall sprinkler heads.
iv. Siamese Connection: There is a single Siamese fire department connection on Greene street.

3. Water storage tanks and enclosures: There are no water storage tanks on the property

4. Water Pressure and how maintained: The domestic water pressure is maintained by a constant pressure booster pump assembly located in the cellar. The booster pump shall be Federal Model #23060 with a warranty of one (x1) year from Substantial Completion.

5. Sanitary Sewage:

i. Sewage Piping Materials: The sewer piping is constructed of cast iron.
ii. Sewage Pumps: There is a single ejector pump in the cellar. New Duplex Liberty Model #D3648LSG with a warranty of one (x1) year from Substantial Completion. 85% efficiency.
iii. Sewage Disposal: Sewage disposal is via the public sewer system.

6. Permits Required

The expeditor must pull all open permits and review.

7. Storm Drainage System

i. Catch Basins: There are no catch basins on the property.
ii. Yard and Roof Drains: Roof drains are located along the center of the main roof.
iii. Piping Materials: The storm piping is constructed of cast iron
iv. Ejector or Sump Pumps: There are no storm water sump pumps.

K. Heating:

1. Description

Hot Water: Domestic hot water is generated locally on each floor by an electrical water heater located in a dedicated closet in each unit. The domestic system is sized to serve the connected load and capable of providing peak services. 130 degree delivered water temperature. Hot water can be generated under all weather conditions. The system can maintain legally required conditions under all anticipated weather conditions. The internal and ambient temperatures used in the calculations are listed as follows:

Cooling season – Outdoor temperature: 95 degrees
Indoor temperature: 78 degrees
Heating season – Outdoor temperature: 0 degrees
Indoor temperature 70 degrees

Manufacturer:	AO Smith
Model:	Den 80
Capacity:	80 gallons of reserve capacity and 6KW of heating elements
Warranty:	One (x1) year from Substantial Completion. Product warranty from manufacturer is three (x3) years.
Thermal Efficiency:	95%
Energy Efficiency:	EER – 11.4 IEER – 16.5 COP – 3.46

Primary Heating System: The primary heating (and cooling) system for all residential units and Lobbies will be a variable refrigerant flow (VRF) heat pump split system and designed around temperature standards dictated by NYC code. This system has condensing units (CUs) located on the roof that serve all the residential units and Lobby spaces. Each residential unit will have its own CU. Each of these CUs will be connected to multiple air condensing units (AHUs) located above the ceilings in residential units and lobbies. Hot (and cold) air will be conveyed from each AHU via ductwork to air registers and grilles throughout each unit. All interior ductwork will be insulated with R-6 insulation per code requirements. Any exterior ductwork will be insulated with R-8 insulation per code requirements. The number of AHUs in each unit depends on the size of the unit. Unit owners will be able to control the operation of each AHU with a wall mounted digital thermostat.

Manufacturer:	Mitsubishi (or equal)
Model:	MEA 1-03-E
Heating Capacity:	108,000 BTU/HR
Warranty:	One(x1) year from Substantial Completion

Bathroom Heating System: All bathrooms in each residential unit are provided with a Nuheat (or equal) radiant under floor heating mat. Each mat can be controlled with a wall mounted digital thermostat.

2. Number of Boilers

There are no boilers in this building. Heat is produced via heat pumps.

L. Gas Supply

1. Type:	Natural gas is supplied by Consolidated Edison.
2. Meters:	A single gas meter is located in the cellar and meters all the gas usage in the building. Sub-meters will be assigned to each residential unit.
3. Piping	The natural gas piping is all carbon steel.

M. Air Conditioning

1. Type of System:	The primary cooling system is a VRF heat pump split system (described above in section K. Heating – 1. Description Primary Heating System) also provides air-conditioned cooling for all units and lobby spaces.
2. Central System	Condensing units are located on the roof. These provide cooled refrigerant to the AHUs located above the ceilings in the conditioned spaces. All rooftop equipment is corrosion resistant. Each piece of equipment is installed on spring isolators to prevent the transmission of vibration and/or noise into the residential units below. All refrigerant piping to be insulated per code requirements.

Manufacturer:	Mitsubishi (or equal)
Model:	MEA 1-03-E
Cooling Capacity:	96,000 BTU/HR
Warranty:	One(x1) year from Substantial Completion

3. Cooling Tower, Condenser	There are no cooling towers present. Condenser units are located on the roof level.
4. Individual Units	All residential units and lobbies are conditioned by AHUs located above the ceilings. Ductwork connected to the AHUs deliver cool air to the spaces in each unit and lobbies. Cooling system will maintain a maximum 74 degrees F within the space in cooling season when outdoor temperature is 92 degrees F. ASHRAE standard weather conditions are used in all calculations. Unit owners will be able to control the operation of each AHU with a wall mounted digital thermostat.

N. Ventilation:

All ventilation will be in accordance with NYC DOB code and all other relevant codes.

i. Kitchens: All kitchens are provided with a ducted connection between the kitchen exhaust hood and a dedicated kitchen exhaust riser. This common kitchen exhaust riser serves all residential kitchens within the building. A single roof mounted kitchen exhaust fan provides the required flow rates in the system and is terminated in a location compliant with mechanical code.

ii. Bathrooms: Toilet rooms have a small local fan that is interlocked with a local switch. This fan assists in getting toilet exhaust to the centralized toilet exhaust riser. A single roof mounted toilet exhaust fan provides the required flow rates in the system and is terminated in a location that is compliant with mechanical code.

iii. Laundry Rooms: Gas dryers have a localized fan that assists exhausting the dryer to the centralized dryer exhaust riser. This local fan is provided as modern dryers can be sensitive to increased backpressure in the dryer exhaust system. The local fan is interlocked with operation of the dryer. To maintain flow and negative pressure in the system, a roof mounted dryer exhaust fan is provided and terminates in a location compliant with mechanical code.

iv. Fresh Air Ventilation: Provided to each residential unit via operable windows and dilution. Heating and cooling is performed by a single VRF condenser unit per apartment. The condenser unit is connected to a series of air handlers (AHUs) throughout the residential unit. Each zone created by an AHU is controlled by a local thermostat and distributes the ventilation air. Each mechanical AHU shares a plenum return to allow for ventilation air to be spread throughout the apartment.

v. Cellar: The residential storage spaces in the Cellar is provided with mechanical ventilation via fan. The ventilated air provided is in quantities specified in NYC Mechanical code.

vi. Windowless areas (Closets, Storage Rooms etc.): Ventilation is provided via dilution throughout other spaces (with windows). VRF air handlers assist with distributing the fresh ventilation air as provided by the operable windows. 1000 cfm provided. 888 cfm required by Mechanical code.

vii. Fireplaces: Floors 2-5 have Ecosmart ethanol burning fireboxes. The system does not require any flue or permanent connection for ventilation. The rooms where the fireplaces are located are large enough for adequate ventilation per the manufacturer's specifications and guidelines. The fireplaces at Floor 6 and the Penthouse are sealed combustion with fresh air and flu gas terminating outside via a concentric flu pipe in a location at the roof that is compliant per NYC building code. The flu pipe is UL listed and installed as per the manufacturer's instructions.

viii. Noise Emission: 53 DB for rooftop equipment. Indoor AHUs are near silent.

O. Electrical System

1. Service from main service switchgear — The main building disconnect switch is 1200 amps, 208-volt, 3 phase. Wire is copper core and consistent with the requirements set forth by National Electric Code as modified by NYC.

2. Service to individual units — Each floor is individually metered and has its own over current protection. The public panel is 200amps, 208-volt, 3 phase. The First Floor Retail is 600 amps, 208-volt, 3 phase. Each residential apartment is provided with 100 amps – 200amps (depending on the size of the unit), 208 volts, 3 phase.

3. Compartment switch gear — Switchgear is limited to meters and disconnects as mentioned above.

4. Unit service — Each residential unit is served with 100 or 200 amps of single 3 phase power depending on the size of the unit and number of panels provided. Number of circuits is in excess of 40+. Electrical distribution has the capacity to handle modern appliances, air conditioners, dishwashers, dryers, etc.

5. Adequacy — The electrical distribution is adequate for the service of circuits, lighting, HVAC, and convenience and complies with all applicable codes

i. Service: Each unit will have 3 phase panels, with a wire feeder capacity ranging from 100amp – 200amp depending on the size of the unit. Electrical capacity will be adequate to support all loads including lighting and appliances such as air conditioners, microwaves, dishwashers, televisions, computers and dryers. The average number of circuits per unit exceeds 40. Service to each unit meets or exceeds code requirements.

ii. Lighting and fixtures: Kitchens, bathrooms, living rooms, hallways, and lobbies will have ceiling or wall mounted incandescent fluorescent or LED fixtures. The lighting meets or exceeds code requirements.

iii. Convenience outlets, appliance outlets: There will be one dedicated outlet per appliance and each room will have an average of four duplex convenience outlets except bathrooms, which will have at least one duplex GFI outlet. Outlets in kitchens and bathrooms are provided per National Electrical Code requirements. All outlets meet or exceed code requirements.

iv. Generator: No generator provided

P. Intercommunication and/or door signal systems, security closed circuit TV

1. Telephone: IT services are provided by Verizon.

2. Cable and Internet: IT services are provided by Verizon.

3. Intercom: The residential units will be secured at both lobbies by a virtual doorman service comprised of a VDM Server an Interface module, bank level card access control and digital video surveillance, and the Siedle Vario, color video Intercom System with FIVE (5) apartment unit handsets for tenants to grant their guests access from their apartment units. The system enables package reception, including dry cleaning, as well as guest access and resident lock out protection.

4. Security: The digital video surveillance system is comprised of an enterprise-level, networked video recorder that will record video of all the building's four commercial grade day / night IP-vandal resistant cameras for a minimum of 30 days. Three sets of doors will be controlled by a card access system: the two (x2) main lobby entrance doors and the elevator cab leading to each floor, meaning no guest or visitor can enter the elevator and access/unlock any floor without an authorized key fob/card or the residents inside their apartments granting them access from the tenants' intercom. This fob entry system manages access to these proximity readers. All residents and any of their guests whom they wish to give access can be granted full or limited access -- a cleaning person might only be given an 8 AM to 6 PM window for entering, thus providing greater security and control. A key fob may also be provided to a service company (ie: elevator vendor) which only has limited access during the hours specified by the Management Company.

Q. Public Area Lighting

1. Adequacy:
Emergency lighting will be provided in all public stairs and corridors as per NYC Building Code. All lighting in public areas will have illumination that complies as required per NYC Building Code. Fixtures in public spaces will include wet type fixtures. All lighting in public areas will be ceiling and/or wall mounted fixtures. Lighting for the lobbies will be a combination of recessed ceiling mounted fixtures and ceiling mounted decorative fixtures. Lighting for the stairs will be a combination of decorative wall mounted scones and wall mounted lights with emergency battery backups.

2. Building Public Light and Power Distribution:
A circuit breaker panel, located in the electrical room at the Cellar level, will provide power to public area lighting and receptacles.

3. Manufacturers and Models:
   a. Lobby
      1. Ceiling Cove Light: Ecosense Slim Cove
      2. Downlights (EM): USAI Lighting BeveLED Mini Trimless B3SD

   b. Stairs
      1. Wall Sconces at Apt Entries: Brendan Ravenhill ADA Scone
      2. Wall Lights: Columbia Lighting – LBIL Series

R. Garages and Parking Areas: Not applicable

S. Swimming Pools: The purchaser of the Penthouse unit will have access to a shallow reflecting pool at the roof level. The reflecting pool will have cast stone stepping pavers.
1. Type: Concrete liner slab
2. Size: 15'-2" (L) x 7'-4" (W) x 11.5" (D). No bathers. Pool is a landscape feature. Not used for swimming.
3. Enclosure: No enclosure. Open to the elements. The surrounding roof deck is comprised of cast stone pavers on a pedestal system.
4. Pump and filter system: The pump and filter system is by Pentair (or equal).
5. Heating: None. Water is not heated.
6. Structural Support: The pool has a 4" thick concrete liner slab. Its sides are reinforced with rebar. The pool is supported by a structural C-joist roof deck.

T. Tennis Courts, Playgrounds and Recreational Facilities: The building is not a Quality Housing project. The purchaser of the Penthouse unit will have access to a private roof terrace. In compliance with NYC Zoning requirements, this space is for residential accessory use restricted to the Penthouse unit tenant. The roof terrace will be equipped with an outdoor grilling station and food preparation area including a stone countertop, storage cabinets, wash sink and outdoor refrigerator. Furniture will be supplied by the purchaser of the Penthouse unit. Furniture shown on the attached plans is for illustrative purposes only.

U. Permits and Certificate:

If required by law or local ordinance, the following permits will be obtained prior to construction sign-off and issuance of a Permanent Certificate of Occupancy:

i. Building construction permits
ii. Elevator installation permits
iii. Electrical permits
iv. Plumbing permits
v. Sprinkler permits
vi. Mechanical permits
vii. DOT permits

The following regular inspections will take place after the building is in operation:

i. Elevator inspection – annual inspection

ii. Elevator load test – 5-year inspection

iii. Sprinkler system – 5-year inspection

iv. Sprinkler hydrostatic test – annual test

v. Fire Alarm inspection – annual inspection

vi. Backflow prevention – annual inspection

vii. Boiler – no boiler

viii. Fire Doors (NFPA 80) – annual test

V. Violations:

DOB violations will be removed prior to issuances of a Permanent Certificate of Occupancy.

The following open violations were found on the DOB website:
(X9) ECB DOB violations found:
34012617J
Date Issued: 11/09/1988
Work Req.: Discontinue illegal use at 1st story. A Certificate of Correction to be submitted to Administrative Unit (AEU).

34012618L
Date Issued: 11/09/1988
Work Req.: Permit for 1st story work to be obtained. A Certificate of Correction to be submitted to Administrative Unit (AEU).

34186549R
Date Issued: 10/30/1988
Work Req.: Permit for 1st story work to be obtained. A Certificate of Correction to be submitted to Administrative Unit (AEU).

34157547K
Date Issued: 09/12/1997
Work Req.: Repair defective retaining walls. A Certificate of Correction to be submitted to Administrative Unit (AEU).

34073205M
Date Issued: 06/02/1992
Work Req.: Discontinue illegal use at 1st story. A Certificate of Correction to be submitted to Administrative Unit (AEU).

38262885N
Date Issued: 05/15/2018
Work Req.: Replace worn 32H11-Car Guide Shoes at 100M-Shaftway. A Certificate of Correction to be submitted to Administrative Unit (AEU).

34593858Z
Date Issued: 10/09/2007
Work Req.: Obtain valid C of O or discontinue illegal use immediately. A Certificate of Correction to be submitted to Administrative Unit (AEU).

34610095L
Date Issued: 11/30/2007
Work Req.: A Certificate of Correction to be submitted to Administrative Unit (AEU).

35251593Z
Date Issued: 09/01/2017
Work Req.: A Certificate of Correction to be submitted to Administrative Unit (AEU).

Unit Information:

1. Type and Grade of Finish — Refer to Finish Schedule below.
   Note: All information in the Finish schedule is directly from a schedule prepared by DXA Studio. It is presumed all renovations comply with the approved finish schedule. Subject to sponsor's right to make substitutions of equal or better quality by industry standards of efficiency, longevity and other classifications.

FINISH SCHEDULE: TYPICAL UNIT #2, #3, #4

LOCATION	WALLS	FLOOR	BASE	CEILING
KITCHEN	WALLS: NATURAL OAK VENEER PANELING. BACKSPLASH AND COUNTERTOP: CALACATTA STONE SLAB; HONED MILLWORK: WHITE OAK FINISH. KITCHEN ISLAND: FIOR DI BOSCO MARBLE SLAB; HONED	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER, ¾" X 8-5/8" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	2" WOOD - NATURAL OAK VENEER	NATURAL OAK VENEER PANELING
SCULLERY	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH. COUNTERTOP AND BACKSPLASH: CALACATTA STONE SLAB; HONED. MILLWORK: WHITE LAQUERED FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER, ¾" X 8-5/8" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	2" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH
LAUNDRY	WALLS: DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH. COUNTEROP AND BACKSPLASH: CALACATTA STONE SLAB; HONED MILLWORK: WHITE LAQUERED FINISH.	PIETRA CARDOSA STONE TILE; HONED	2" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH
MASTER BATH	STATUARY TILES; HONED, STATUARY BOOKMATCHED SLAB; HONED, TAN CHEVRON MOSAIC CALACATTA TILE	CARRARRA HERRINGBONE TILE; HONED	N/A	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH
SECONDARY BATHS	WALLS: CARRARA CHEVRON TILE; HONED MILLWORK: WALNUT VENEER; SEMI-GLOSS. COUNTERTOP & NICHES: CARARRA SLAB; HONED	PIETRA CARDOSA STONE TILE; HONED	N/A	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
POWDER ROOM	WOOD PANELING	FIOR DI BOSCO MARBLE SLAB; HONED	2" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
MASTER BEDROOM	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER, ¾" X 8-5/8" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
SECONDARY BEDROOMS	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER, ¾" X 8-5/8" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.

LIVING/DINING ROOM	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 8-5/8" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
ENTRANCE FOYER	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH, WOOD PANELING	EROS GREY MARBLE MOSAIC TILE; HONED	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
DEN	NATURAL OAK VENEER PANELING.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 8-5/8" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	N/A	NATURAL OAK VENEER PANELING.

FINISH SCHEDULE: PENTHOUSE UNIT – FLOORS 5, 6 AND ROOF PENTHOUSE

LOCATION	WALLS & MILLWORK	FLOOR	BASE	CEILING
KITCHEN	WALLS: NATURAL OAK VENEER PANELING AND DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH. COUNTERTOP: CALACATTA STONE SLAB; HONED MILLWORK: WHITE OAK FINISH. KITCHEN ISLAND: FIOR DI BOSCO MARBLE SLAB.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	2" WOOD - NATURAL OAK VENEER	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
SCULLERY	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH. COUNTERTOP AND BACKSPLASH: CALACATTA STONE SLAB; HONED. MILLWORK: WHITE LAQUERED FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	2" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
LAUNDRY	WALLS: DRYWALL; PAINTED COUNTEROP AND BACKSPLASH: STATUARY STONE SLAB; HONED MILLWORK: WHITE LAQUERED FINISH.	PIETRA CARDOSA STONE TILE; HONED	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
MASTER BATH	STATUARY SLAB; HONED, STATUARY BOOKMATCHED SLAB; HONED	STATUARY SLAB; HONED	N/A	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
SECONDARY BATHS (FLOOR 5)	WALLS: CARRARA TILE (CHEVRON, BAMBOO, OR RAW); HONED MILLWORK: WALNUT VENEER; SEMI-GLOSS. COUNTERTOP & NICHES: CARARRA SLAB; HONED	PIETRA CARDOSA STONE TILE; HONED	N/A	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
SECONDARY BATHS (FLOOR 6)	WALLS: PIETRA D'AVOLA CHEVRON TILE; HONED MILLWORK: WALNUT VENEER; SEMI-GLOSS. COUNTERTOP & NICHES: FIOR DI BOSCO SLAB; HONED	PIETRA CARDOSA STONE TILE; HONED	N/A	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.

POWDER ROOMS (FLOOR 5 AND 6)	WOOD PANELING	FIOR DI BOSCO MARBLE SLAB; HONED	2" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
MASTER BEDROOM	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
SECONDARY BEDROOMS	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	5TH FLOOR: 4" WOOD, PAINTED 6TH FLOOR: 6" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
LIVING/DINING ROOM	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	6" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
ENTRANCE FOYER	DRYWALL; PAINTED, WOOD PANELING	EROS GREY MARBLE MOSAIC TILE	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
LIBRARY	DRYWALL; PAINTED, NATURAL OAK VENEER PANELING. MILLWORK: NATURAL OAK FINISH TO MATCH FLOOR	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	6" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.
DEN	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH. NATURAL OAK VENEER PANELING TO MATCH FLOOR MILLWORK: NATURAL OAK FINISH TO MATCH FLOOR	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	4" WOOD, PAINTED	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH. EXPOSED WOOD JOISTS
STORAGE / WINE CELLAR	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	EUROPEAN WHITE OAK, PRIME GRADE, ENGINEERED WITH 6MM WEAR LAYER. ¾" X 10-1/4" X 2'-10" (80% @6'-10') CUSTOM COLOR, MATTE POLYURETHANE TOP COP COAT	6" WOOD, PAINTED	DRYWALL, PAINTED WITH PRIMER – LEVEL 5 FINISH.
ROOF PENTHOUSE	DRYWALL; PAINTED WITH PRIMER – LEVEL 5 FINISH.	LIMESTONE TILES; HONED	6" WOOD, PAINTED	DRYWALL, PAINTED WITH PRIMER – LEVEL 5 FINISH.

2. Presence, type and condition of all bathroom fixtures:

Refer to Plumbing Schedule below.
Note: All information in the Plumbing schedule is directly from a schedule prepared by DXA Studio. It is presumed all renovations comply with the approved plumbing schedule. Subject to sponsor's right to make substitutions of equal or better quality by industry standards of efficiency, longevity and other classifications.

PLUMBING SCHEDULE: TYPICAL UNIT #2, #3, #4

LOCATION	FIXTURE	MANUFACTURER	MODEL
KITCHEN	STONE SINK	INTERGRATED W/ ISLAND MARBLE SLAB	N/A
	TWO-HOLE DECK MOUNTED FAUCET W/ SIDE SPRAY	DORNBRACHT	TARA CLASSIC SET – SINGLE LEVER W/ SIDE SPRAY #33826888-990010 AND #27721970-99
	HOT AND COLD-WATER DISPENSER	DORNBRACHT	TARA CLASSIC #33800888-990010
WET BAR	UNDERMOUNT SINK	FRANKE	KUBUS KBX110-8
	ONE-HOLE DECK MOUNTED FAUCET	DORNBRACHT	TARA CLASSIC SINGLE LEVER MIXER #33800888-990010
SCULLERY	UNDERMOUNT SINK	FRANKE	CUBE CUX 11015
	ONE-HOLE DECK MOUNTED FAUCET	DORNBRACHT	TARA CLASSIC SET – SINGLE LEVER W/ SIDE SPRAY #33826888-990010 AND #27721970-99
MASTER BATH	HIGH EFFICIENCY TOILET	TOTO	AQUIA DULA FLUSH WALL HUNG CEFIONTECT
	FREESTANDING TUB	BADELOFT	BW-04-XL
	UNDERMOUNT SINK (X2)	KOHLER	LADENA UNDERMOUNT K-2214-0
	FLOOR MOUNTED TUB FILLER	VOLA	FS1 FREESTANDING BATH MIXER W/ HAND SHOWER
	RAIN SHOWER HEAD & ARM	VOLA	060A + 100 CEILING MOUNTED
	THERMOSTAIC MIXER AND DIVERTER	VOLA	871R TWO HANDLE THERMOSTATIC MIXER & DIVERTER
	HANDSHOWER	VOLA	070R HANDSHOWER AND HANDSHOWER HOLDER
	SHOWER DRAIN	INFINITY DRAIN	S-AG 3896
	3-HOLE WALL MOUNTED FAUCET (X2)	VOLA	1511- TWO HANDLE WALL MOUNTED
SECONDARY BATHS	HIGH EFFICIENCY TOILET	TOTO	AQUIA DULA FLUSH WALL HUNG CEFIONTECT
	UNDERMOUNT SINK	KOHLER	LADENA UNDERMOUNT K-2214-0
	TUB	KOHLER	K-1121
	TUB SET	WATERMARK	26-3.98-V1 THERMOSTATIC TUB & SHOWER SET
	SHOWER SET	WATERMARK	26-6.75 THERMOSTATIC SHOWER SET
	SHOWER DRAIN	INFINITY	S-AG (LENGTH VARIES)
	3-HOLE WALL MOUNTED FAUCET	WATERMARK	37-2.2M-GM WALL MOUNTED
POWDER ROOM	HIGH EFFICIENCY TOILET	TOTO	AQUIA DULA FLUSH WALL HUNG CEFIONTECT
	3-HOLE DECK MOUNTED FAUCET	WATERMARK	22-2.TIB COUNTERTOP MOUNTED
	UNDERMOUNTED ROUND SINK	KOHLER	LADENA UNDERMOUNT K-2214-0

PLUMBING SCHEDULE: PENTHOUSE UNIT

LOCATION	FIXTURE	MANUFACTURER	MODEL
KITCHEN	STONE SINK	INTERGRATED W/ ISLAND MARBLE SLAB	N/A
	TWO-HOLE DECK MOUNTED FAUCET W/ SIDE SPRAY	DORNBRACHT	TARA CLASSIC SET – SINGLE LEVER W/ SIDE SPRAY #33826888-990010 AND #27721970-99
WET BAR (FLOOR 5)	UNDERMOUNT SINK	FRANKE	CUBE CUX11015
	ONE-HOLE DECK MOUNTED FAUCET	DORNBRACHT	TARA CLASSIC SINGLE LEVER MIXER #33800888-990010
WET BAR (FLOOR 6)	UNDERMOUNT SINK	FRANKE	KD1US17B
	ONE-HOLE DECK MOUNTED FAUCET	DORNBRACHT	TARA CLASSIC SINGLE LEVER MIXER #33800888-990010

SCULLERY	UNDERMOUNT SINK	FRANKE	CUBE CUX11021
	ONE-HOLE DECK MOUNTED FAUCET	DORNBRACHT	TARA CLASSIC SET – SINGLE LEVER W/ SIDE SPRAY #33826888-990010 AND #27721970-99
MASTER BATH	3-HOLE DECK MOUNTED FAUCET (X2)	VOLA	KV15 - THREE HOLE MIXER - DECK MOUNTED
	UNDERMOUNT SINK (X2)	KOHLER	LADENA UNDERMOUNT K-2214-0
	HIGH EFFICIENCY TOILET	TOTO	AQUIA DUAL FLUSH WALL HUNG
	TANK CARRIER W/ FLUSH PLATE	TOTO	WT152M
	BATHTUB	BADELOFT	BW-05
	BATHTUB FILER	VOLA	FS1 FREESTANDING BATH MIXER W/ HAND SHOWER
	HAND SHOWER SET (X2)	VOLA	070R HANDSHOWER AND HANDSHOWER HOLDER
	THERMOSTATIC MIXER AND DIVERTER	VOLA	871R TWO HANDLE THERMOSTATIC MIXER & DIVERTER
	SHOWER HEAD (X2)	VOLA	060A+100 CEILING MOUNTED
	SHOWER HEAD (X2)	INFINITY DRAIN	S-AG 38
	STEAMBATH CONTROL	STEAMIST	3199
	STEAM GENERATOR	STEAMIST	SCM-150
	STEAMHEAD	STEAMIST	SM-7
SECONDARY BATHS (FLOOR 5)	WALL MOUNTED FAUCET	DORNBRACHT	36 712 809-99 0010
	UNDERMOUNT SINK	KOHLER	LADENA UNDERMOUNT K-2214-0
	HIGH EFFICIENCY TOILET	TOTO	AQUIA DUAL FLUSH WALL HUNG
	TANK CARRIER W/ FLUSH PLATE	TOTO	WT152M
	BATHTUB	KOHLER	K-1121-R
	WALL MOUNTED TUB FILLER	DORNBRACHT	13 801 809-99
	DECKMOUNTED TUB FAUCETS	DORNBRACHT	20 000 808-99 + 20 000 809-99
	SHOWER HEAD	DORNBRACHT	28 649 970-99 0010
	VOLUME & THERMOSTATIC TRIM	DORNBRACHT	XTO0L THERMOSTAT WITH X1 VOLUME CONTROL 36 416 979-99 + 36 310 809-99
	DIVERTER TRIM	DORNBRACHT	36 104 809-99
	HAND SHOWER	DORNBRACHT	27 808 809-99 0010
POWDER ROOM (FLOOR 5)	HIGH EFFICIENCY TOILET	TOTO	AQUIA DULA FLUSH WALL HUNG CEFIONTECT
	3-HOLE DECK MOUNTED FAUCET	DORNBRACHT	20 713 819-99 0010
	UNDERMOUNT SINK	KOHLER	LADENA UNDERMOUNT K-2214-0
POWDER ROOM (FLOOR 6)	HIGH EFFICIENCY TOILET	TOTO	AQUIA DULA FLUSH WALL HUNG CEFIONTECT
	3-HOLE DECK MOUNTED FAUCET	DORNBRACHT	20 713 819-17 0010
LAUNDRY	SINK	FRANKE	CUBE CUX11015
	FAUCET	DORNBRACHT	TARA CLASSIC SET (SINGLE LEVER #33826888-990010
ROOF BBQ	SINK	FRANKE	KUBUS KBX110-8
	FAUCET	DORNBRACHT	TARA ULTRA 33800875 SINGLE LEVER MIXER

3. Presence, type and condition of all kitchen and laundry equipment:

Refer to Appliance Schedule below.
Note: All information in the Appliance schedule is directly from a schedule prepared by DXA Studio. It is presumed all renovations comply with the approved plumbing schedule. Subject to sponsor's right to make substitutions of equal or better quality by industry standards of efficiency, longevity and other classifications.

APPLIANCE SCHEDULE: TYPICAL UNIT #2, #3, #4

LOCATION	FIXTURE	MANUFACTURER	MODEL
KITCHEN	36" COOKTOP	GAGGENEAU	VG491211CA
	30" DOUBLE WALL OVEN	GAGGENEAU	BS481611 + BS485611
	24" PANEL READY DISHWASHER	GAGGENEAU	DF 480 763 F
	HOOD	FALMEC	FDMOV36W5SB
	36" REFRIGERATOR	GAGGENEAU	RF 461701
	24" FREEZER	GAGGENEAU	RC 492704
	UNDERCOUNTER WINE STORAGE	THERMADOR	T24UW900LP
SCULLERY	INDUCTION COOKTOP	GAGGENEAU	VI422611
	24" PANEL READY DISHWASHER	GAGGENEAU	DF 250761
	MICROWAVE	GAGGENEAU	BM450710
LAUNDRY	WASHER	LG	30" WM900HVA
	DRYER	LG	30" DLEX9001V
	WASHER (2ND FL ONLY)	LG	27" WM3770HVA
	DRYER (2nd FL ONLY)	LG	27" DLGX3571V
LIVING ROOM	FIREPLACE	ECOSMART	XL 900 ETHANOL BURNER

APPLIANCE SCHEDULE: PENTHOUSE UNIT

LOCATION	FIXTURE	MANUFACTURER	MODEL
KITCHEN	WALL OVEN	GAGGENAU	BX 481
	GAS COOKTOP	GAGGENAU	VG 491 211 CA
	TAPPEN YAKI COOKTOP	GAGGENAU	VG 425 211 CA
	ELECTRIC GRILL	GAGGENAU	VR 414 610
	RETRACTABLE DOWNDRAFT VENTILATION (X2)	GAGGENAU	AL 400 791
	FRIDGE	GAGGENAU	RF 492 704
	FREEZER	GAGGENAU	RC 461 704
	WINE FRIDGE	U-LINE	3024ZWC
	DISHWASHER	GAGGENAU	DF 480 763 F
SCULLERY	INDUCTION COOKTOP	GAGGENAU	VI422611
	STEAM OVEN	GAGGENAU	BS 470 611
	DISHWASHER	GAGGENAU	DF 250 761
	HOOD	FALMEC	FDVRG24W3SS
	WINE FRIDGE	GAGGENAU	RW466764
LAUNDRY	WASHER	LG	30" WM3770HVA
	DRYER	LG	30" WM900HVA
LIVING ROOM (5TH FL)	FIREPLACE	ECOSMART	XL700 ETHANOL BURNER
	REFRIGERATOR	U-LINE	U-LINE 3024 R
MASTER BEDROOM (5TH FL)	FIREPLACE	ECOSMART	XL700 ETHANOL BURNER

LIVING ROOM (6TH FL)	FIREPLACE	VALOR	L2 SERIES
MASTER BATH	SAUNA	TBD	CUSTOM
ROOF BBQ	GAS GRILL	WOLF	OG 42
	GRILL BELOW DOORS	WOLF	X2 DOORS
	FRIDGE DRAWERS	SUBZERO	ID-24RO
	FIREPLACE	VALOR	L1 SERIES

X. Finish Schedule of Spaces
Other than Units

FINISH SCHEDULE: PENTHOUSE UNIT – FLOORS 5, 6 AND ROOF PENTHOUSE

LOCATION	WALLS & MILLWORK	FLOOR	BASE	CEILING
LOBBY 1 AND 2	WOOD PANELING, DRYWALL' PAINTED	NEW RAVENNA CUSTOM MOSAIC STONE TILE; HONED	7" NERO BLACK STONE SLAB; HONED	DRYWALL; PAINTED
ROOFDECK	N/A	PRECAST STONE PAVERS	N/A	N/A
BBQ AREA	COUNTERTOP: PIETRA CARDOSA SLAB MILLWORK: STAINLESS STEEL	PRECAST STONE PAVERS	N/A	N/A

Y. Safety and Warning Devices

A monitored VS4 alarm system by Kidde provides safety and warning for the building. A control panel with an integral central office transmitter is located in the Cellar. Combined smoke/carbon monoxide detectors are provided in each of the dwelling units per New York City Code. Smoke detectors connected to the elevator recall and fire protection system shall be installed at the elevator vestibule / entry foyer of each residential unit

Z. Additional Information

1. Site Plan	Refer to attachments.
2. Area Map	Refer to attachments.
3. Floor Plan	Refer to attachments.
4. Ceiling Height	The Residential Unit ceiling heights from finished floor to finished painted gypsum board typically vary from 10'-0" to 13'-0" in living spaces. Ceiling heights vary per room and per unit.
5. Total Area of Each unit	Unit areas are an approximation made by the sponsor. 2nd Floor Unit #2: 3,834 SF 3rd Floor Unit #3: 3,834 SF 4th Floor Unit #4: 3,834 SF Penthouse Unit: 7,937 SF NOTE: Units are measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted) to the centerline of the partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit. Each Unit consists of the area measured vertically from the top of the concrete floor slab below to the underside of the finished ceiling.

Refer to attachments.

AA. Document Transfer:

At or subsequent to the First Closing, Sponsor will deliver to the Condominium Board copies of the following documents, as applicable, and as otherwise in Sponsor's possession:

i. mechanical, electrical and plumbing drawings;
ii. operating and maintenance manuals for mechanical equipment;
iii. electronic system manuals;
iv. major equipment start-up sheets and control system as-built;
v. original test and balance report for HVAC system; and
vi. warranty information for requested equipment and Common Elements including the elevators and roof will be provided as part of the document transfer.

BB. Further Development — No further development is anticipated by the Sponsor.

AC. Asbestos — Reports provided.

AD. Lead Paint — No lead paint present. No violations concerning presence of lead-based paint.



05.11.20

Jordan Rogove, AIA
Partner, DXA Studio

Date

EXHIBIT "7"

FLOOR PLANS

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49 GREENE STREET
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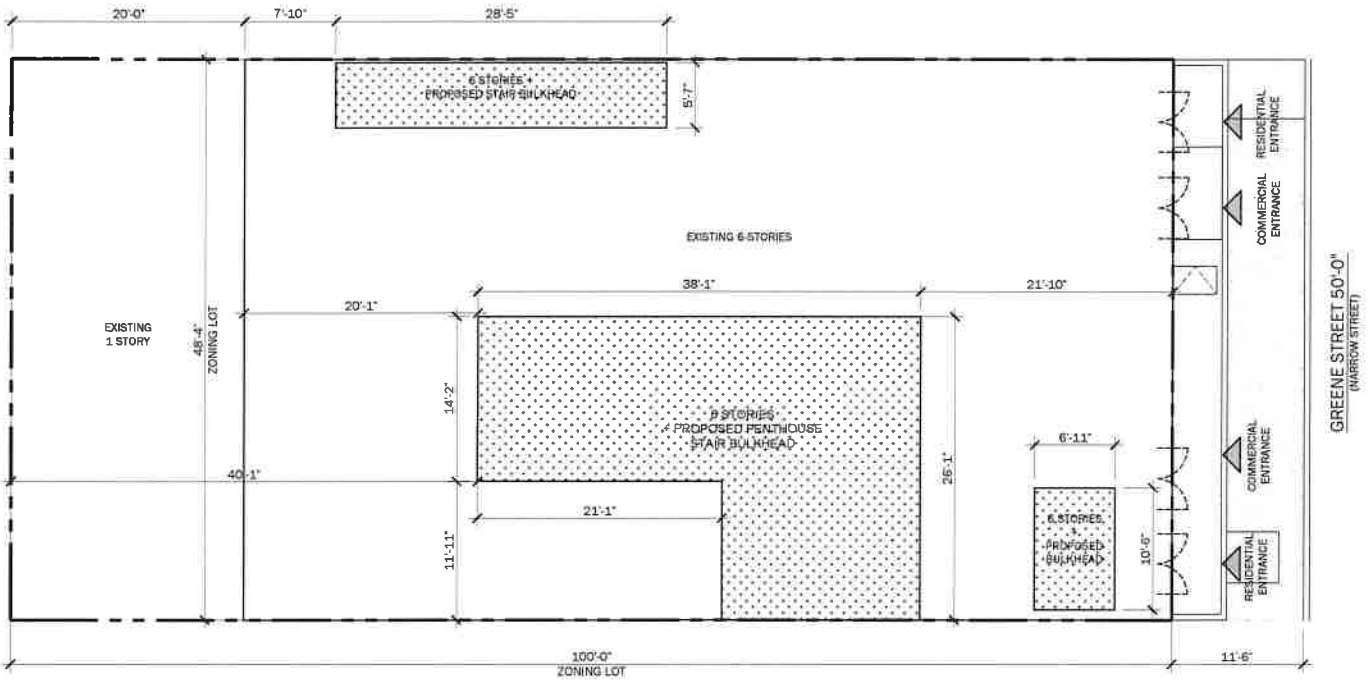


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NEW YORK, NY 10013



49 GREENE STREET COMMERCIAL/RESIDENTIAL	
ZONING DISTRICT:	M1-5B
CONSTRUCTION TYPE:	III PER 1938 CODE NON-COMBUSTIBLE
OCCUPANCY CLASS:	M & R-2
USE GROUP:	11 & 17D
BLOCK:	475
LOT:	50

SITE PLAN

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

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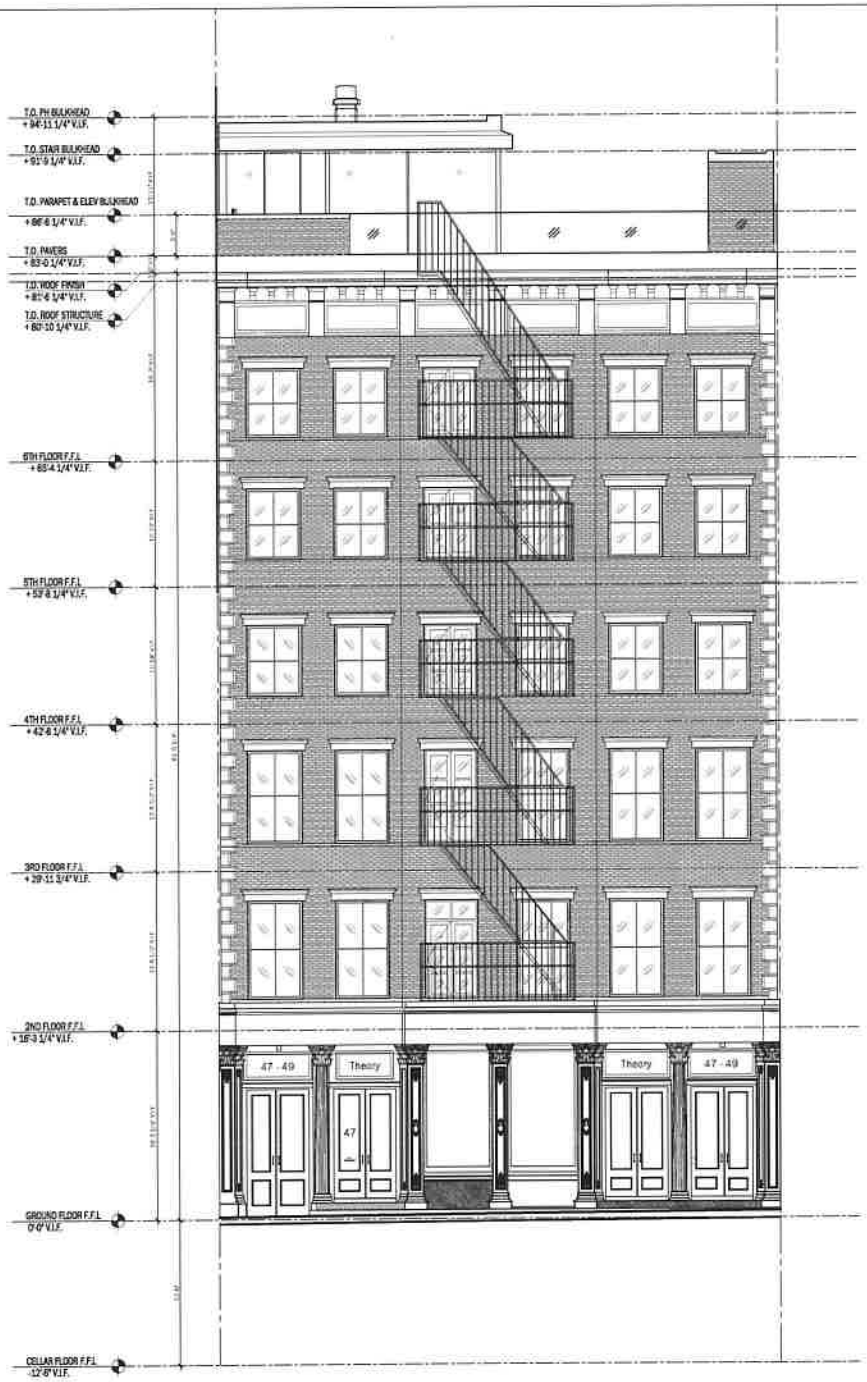
DXA studio
Architecture PLLC

SCALE: 1/16" = 1' - 0"

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WEST ELEVATION

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

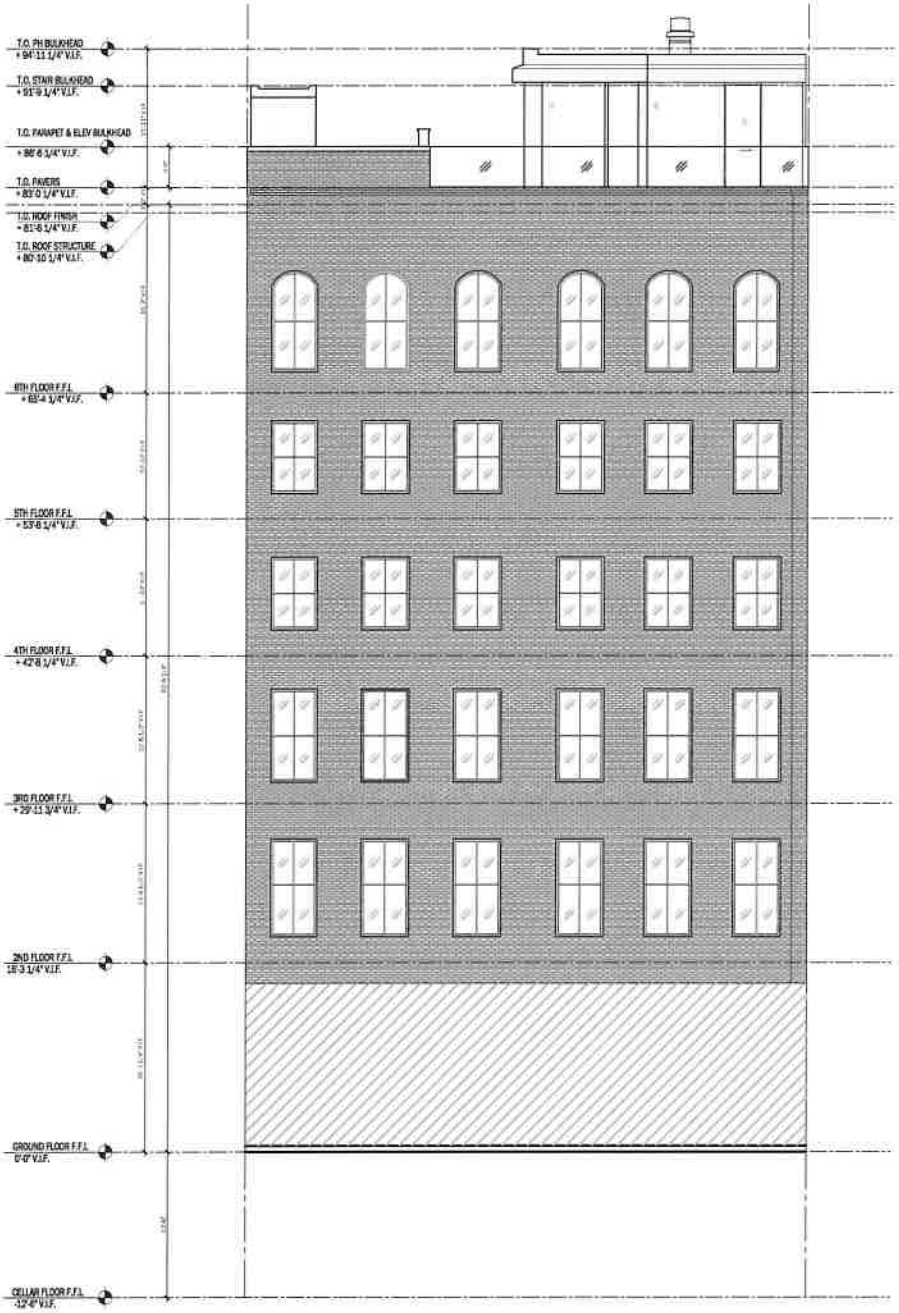
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Architecture PLLC

SCALE: 1/16" = 1' - 0"

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EAST ELEVATION

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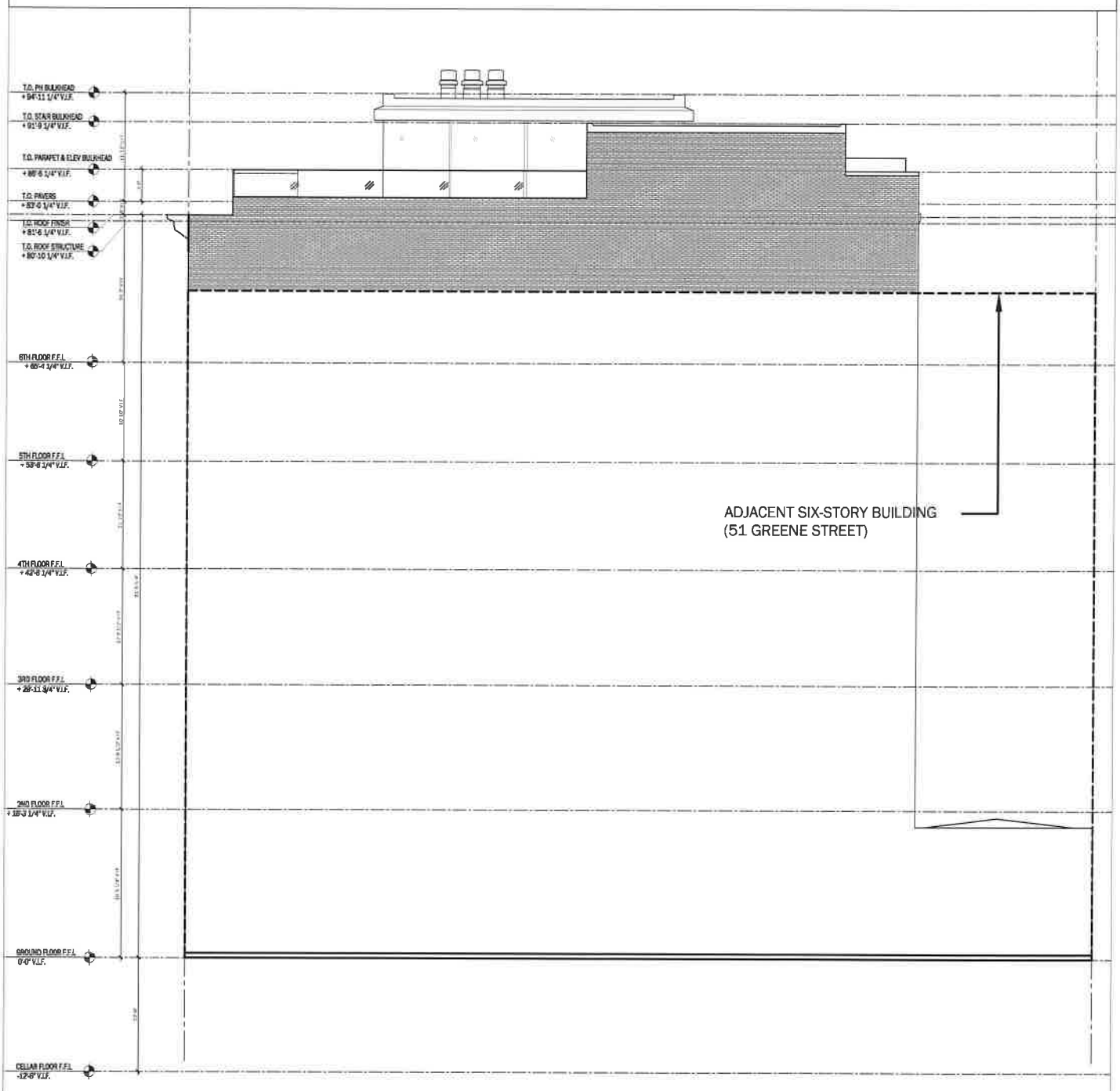
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Architecture PLLC

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NORTH ELEVATION

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

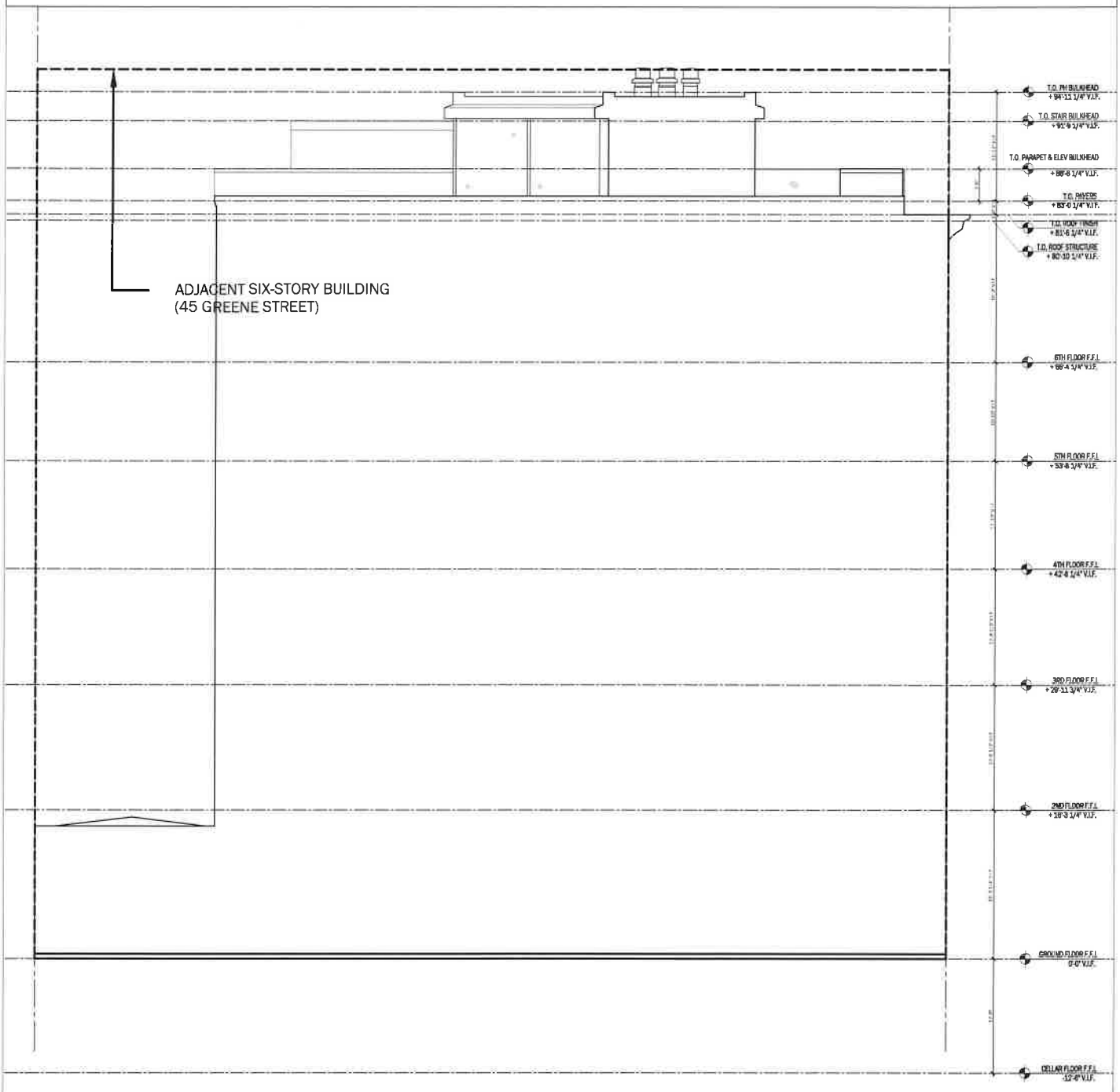
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Architecture PLLC

SCALE: 1/16" = 1' - 0"

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SOUTH ELEVATION

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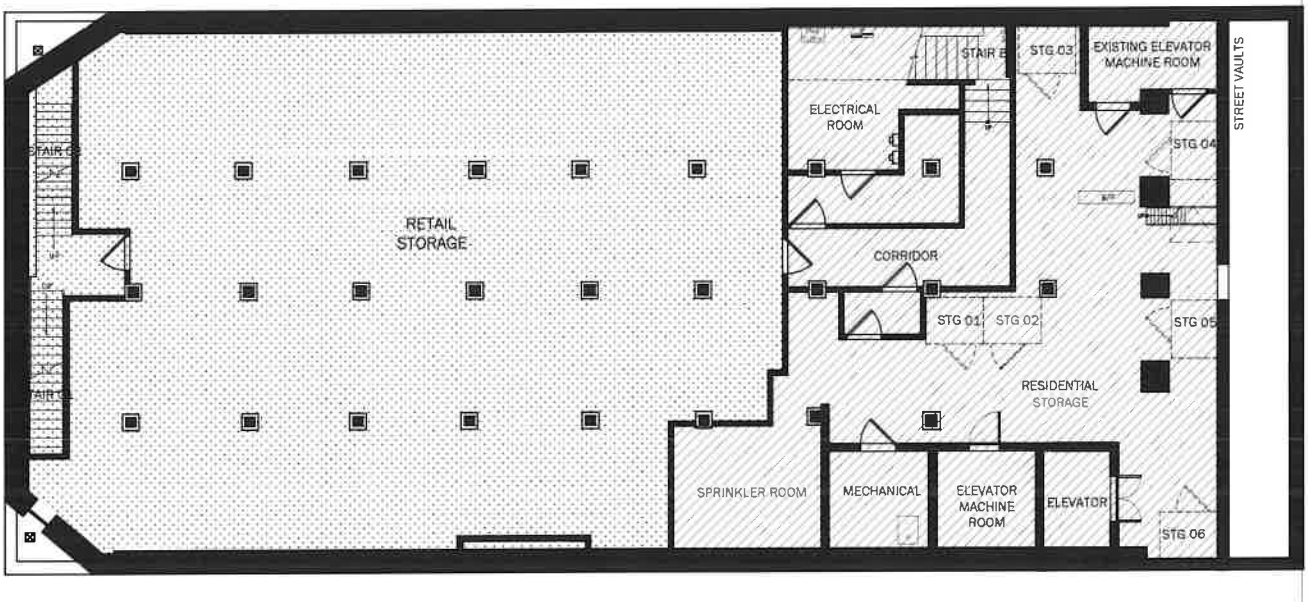
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SCALE: 1/16" = 1' - 0"

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RESIDENTIAL UNIT

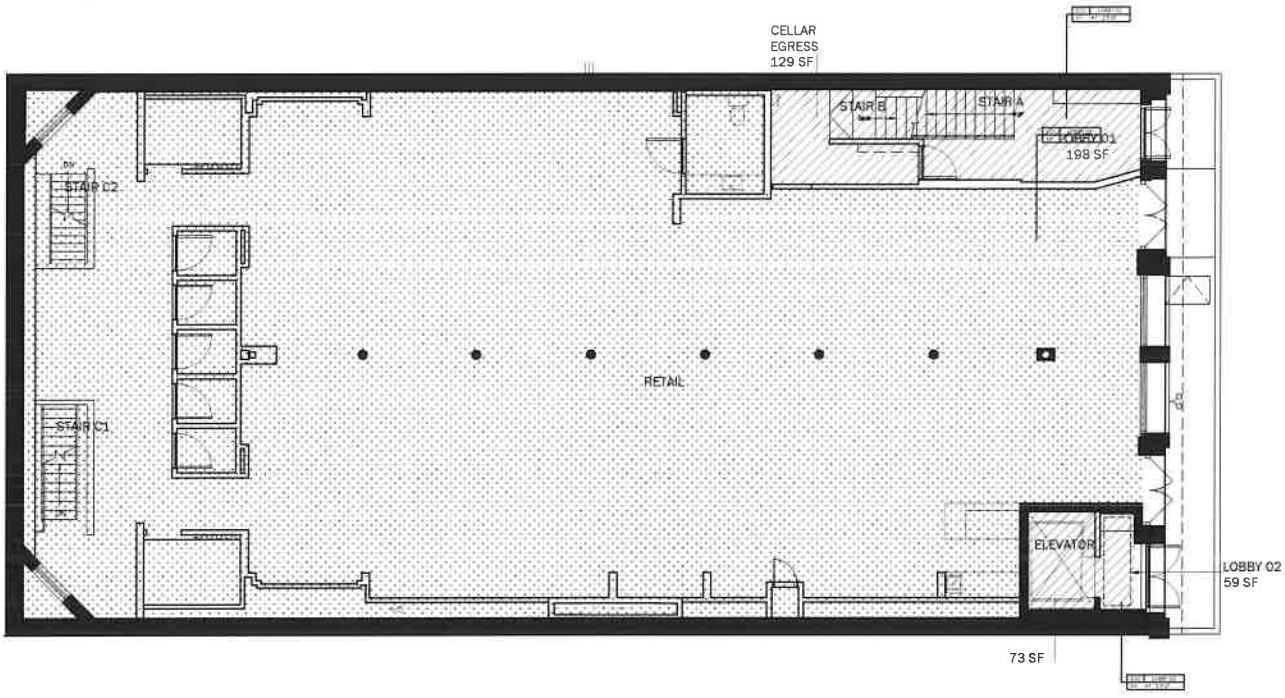
GENERAL COMMON ELEMENT: 1991 SQ. FT.

LIMITED COMMON ELEMENT

EXISTING COMMERCIAL - NOT IN SCOPE

RES. STORAGE : 950 SQ. FT.	CELLAR PLAN	
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.	**47-49 GREENE STREET** **EMP CAPITAL** **DXA studio** Architecture PLLC	SCALE: 1/16" = 1' - 0" 0 4 8 12 20 N

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RESIDENTIAL UNIT

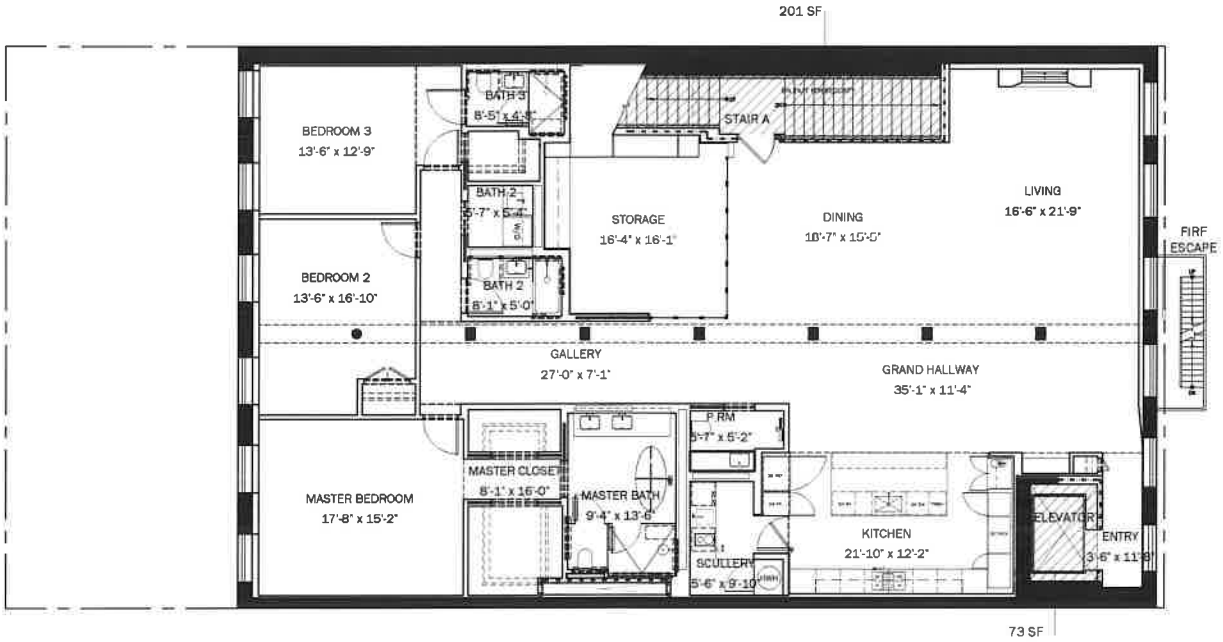
GENERAL COMMON ELEMENT: 459 SQ. FT.

LIMITED COMMON ELEMENT

EXISTING COMMERCIAL - NOT IN SCOPE

TOT. RES. AREA : 459 SQ. FT.	GROUND FLOOR PLAN	
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.	**47-49 GREENE STREET** **EMP CAPITAL** **DXA studio** Architecture PLLC	SCALE: 1/16" = 1' - 0" 0 4 8 12 20 N

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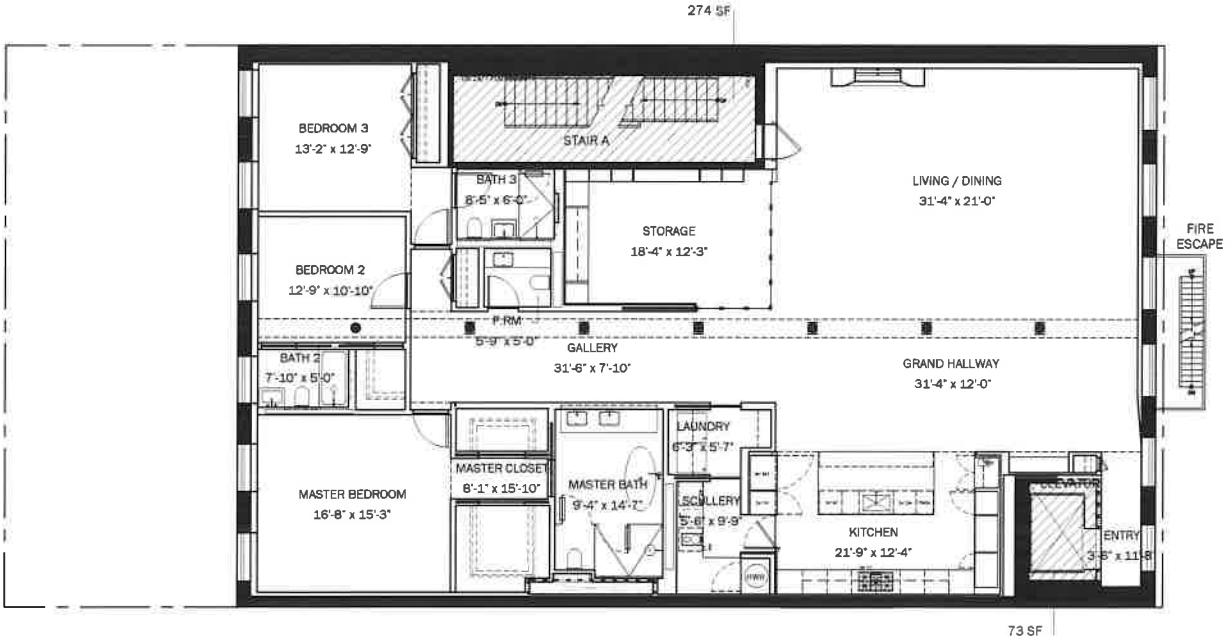
RESIDENTIAL UNIT

GENERAL COMMON ELEMENT: 274 SQ. FT.

LIMITED COMMON ELEMENT

UNIT AREA: 3834 SQ. FT.	SECOND FLOOR PLAN	UNIT 2 3 BEDROOM | 3.5 BATH
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.	**47-49 GREENE STREET** **EMP CAPITAL** **DXA studio** Architecture PLLC	SCALE: 1/16" = 1' - 0" 0 4 8 12 20 N

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NEW YORK, NY 10013



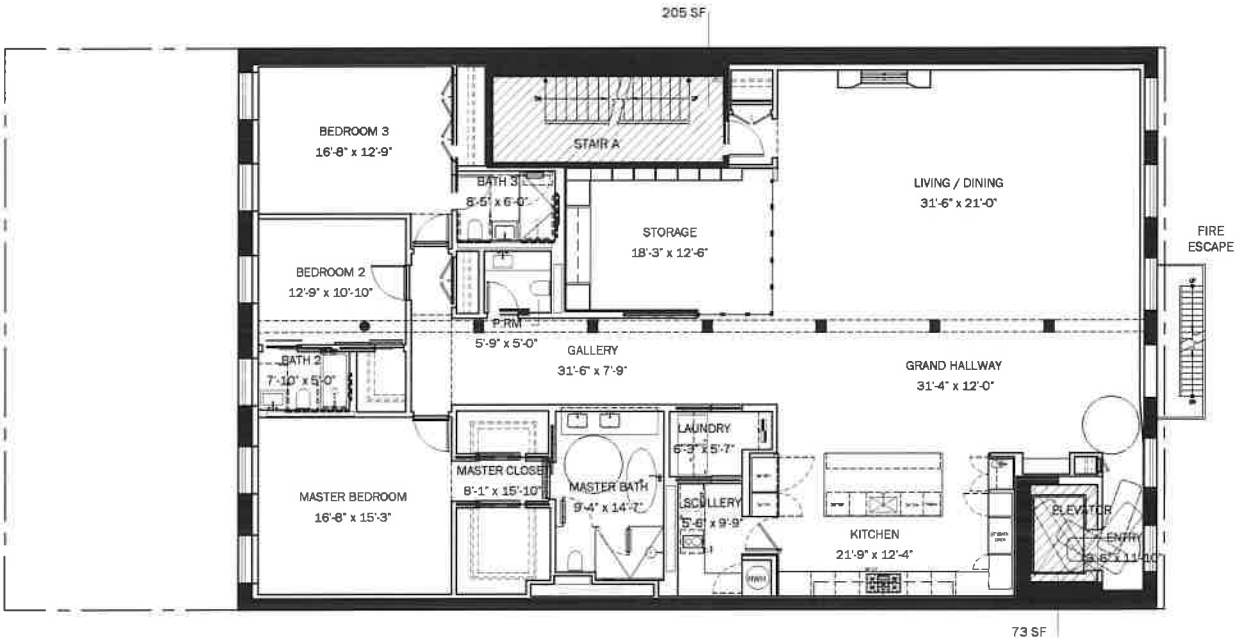
RESIDENTIAL UNIT

GENERAL COMMON ELEMENT: 347 SQ. FT.

LIMITED COMMON ELEMENT

UNIT AREA: 3834 SQ. FT.	THIRD FLOOR PLAN	UNIT 3 3 BEDROOM | 3.5 BATH
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.	**47-49 GREENE STREET** **EMP CAPITAL** **DXA studio** Architecture PLLC	SCALE: 1/16" = 1' - 0" 0 4 8 12 20 N

49 GREENE STREET
NEW YORK, NY 10013



RESIDENTIAL UNIT

GENERAL COMMON ELEMENT: 278 SQ. FT.

LIMITED COMMON ELEMENT

UNIT AREA: 3834 SQ. FT.	FOURTH FLOOR PLAN	UNIT 4 3 BEDROOM | 3.5 BATH

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

47-49 GREENE STREET
EMP CAPITAL

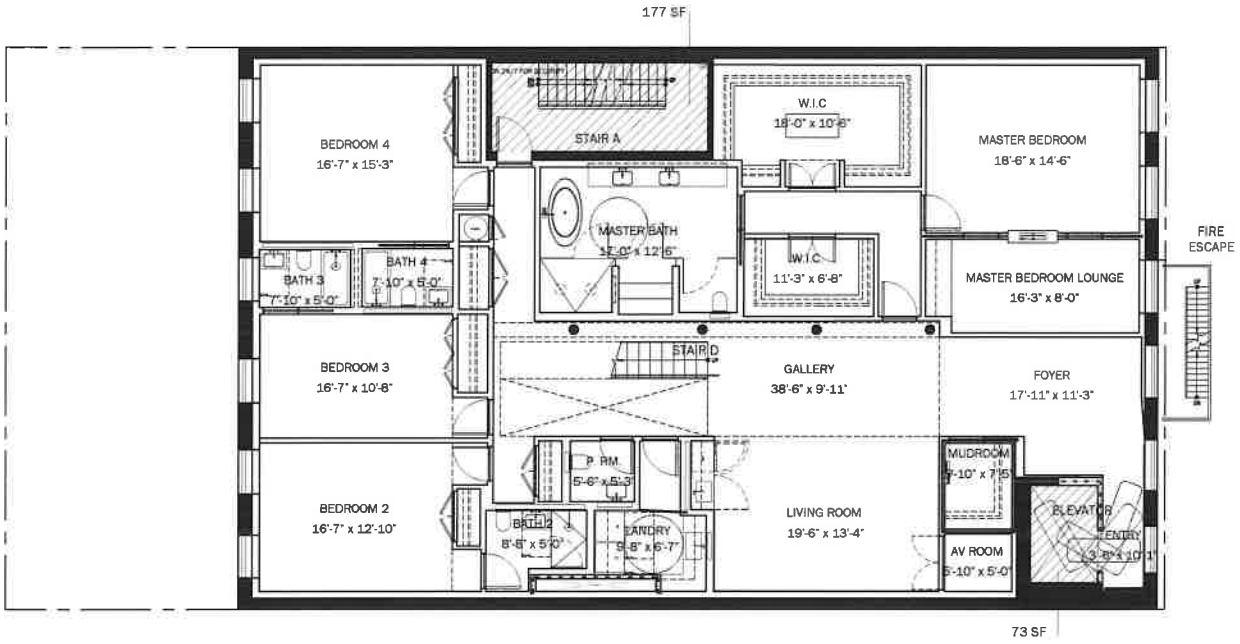
DXA studio
Architecture PLLC

SCALE: 1/16" = 1' - 0"

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49 GREENE STREET
NEW YORK, NY 10013



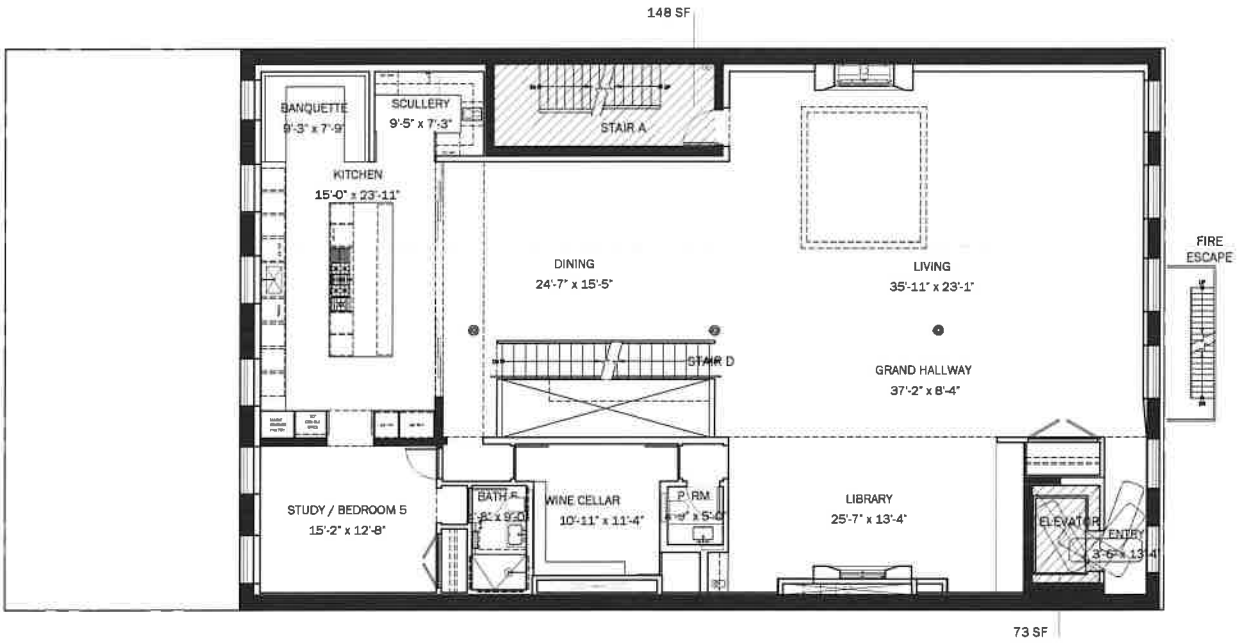
RESIDENTIAL UNIT

GENERAL COMMON ELEMENT: 250 SQ. FT.

LIMITED COMMON ELEMENT

UNIT AREA: 7,937 SQ. FT. 5TH FLOOR : 3834 SQ. FT.	FIFTH FLOOR PLAN	PENTHOUSE UNIT 5 BEDROOM | 6 BATH
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.	**47-49 GREENE STREET** **EMP CAPITAL** **DXA studio** Architecture PLLC	SCALE: 1/16" = 1' - 0" 0 4 8 12 20 N

49 GREENE STREET
NEW YORK, NY 10013



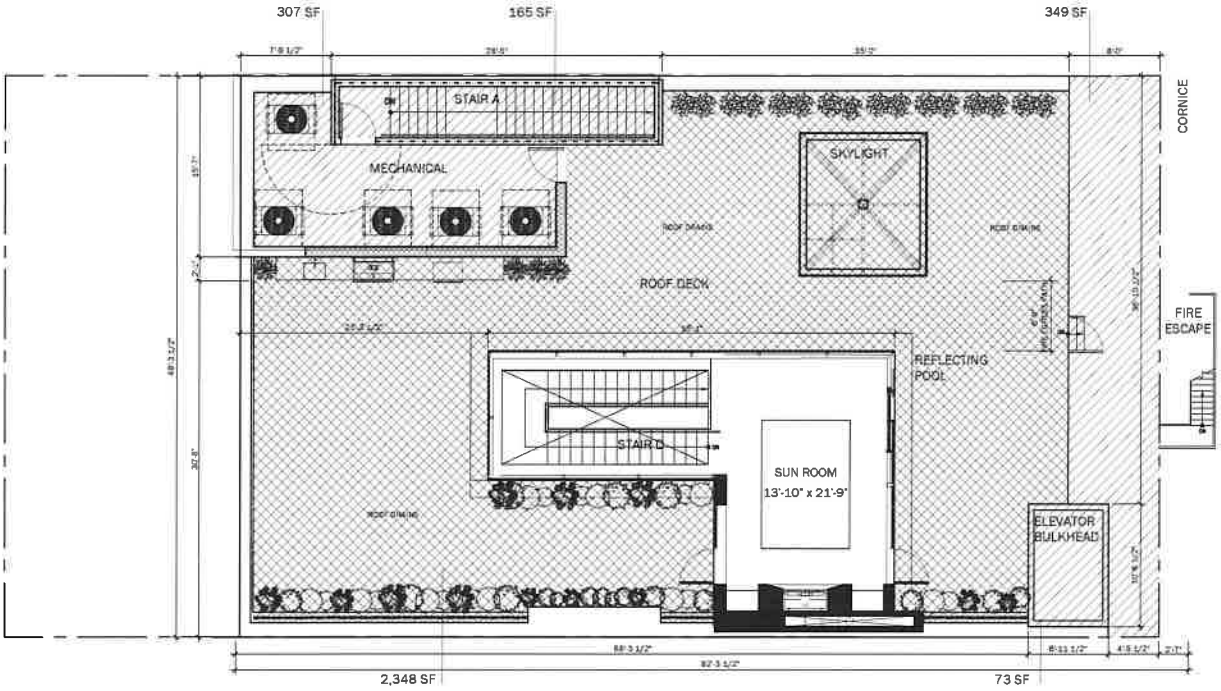
RESIDENTIAL UNIT: 3,542 SQ.FT.

GENERAL COMMON ELEMENT: 221 SQ. FT.

LIMITED COMMON ELEMENT

UNIT AREA: 7,937 SQ. FT. 6TH FLOOR : 3,690 SQ. FT.	SIXTH FLOOR PLAN	PENTHOUSE UNIT 5 BEDROOM | 6 BATH
ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.	**47-49 GREENE STREET** **EMP CAPITAL** **DXA studio** Architecture PLLC	SCALE: 1/16" = 1' - 0" 0 4 8 12 20 N

49 GREENE STREET
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RESIDENTIAL UNIT: 413 SQ. FT.

GENERAL COMMON ELEMENTS: 894 SQ. FT.

LIMITED COMMON ELEMENT: 2,348 SQ. FT.

6'-0" CLEAR FIRE EGRESS PATH

OCCUPIABLE TERRACE SF	1749
FLOOR AREA PER OCCUPANT	140
NO. OCCUPANTS	12
OCCUPANCY GROUP	R2

UNIT AREA: 7,937 SQ. FT.
PENTHOUSE: 413 SQ. FT.
ROOF DECK: 2,348 SQ. FT.

ROOF PLAN

PENTHOUSE UNIT
5 BEDROOM | 6 BATH

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

47-49 GREENE STREET
EMP CAPITAL

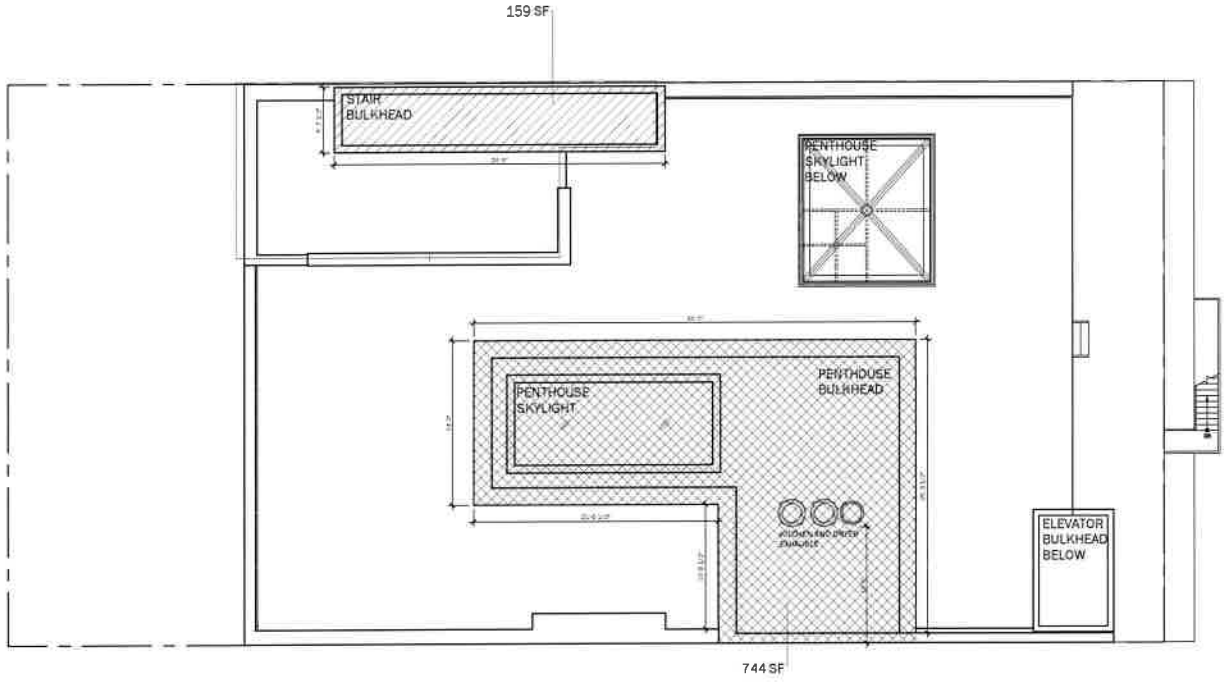
DXA studio
Architecture PLLC

SCALE: 1/16" = 1' - 0"

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N

49 GREENE STREET
NEW YORK, NY 10013



RESIDENTIAL UNIT: 413 SQ. FT.

GENERAL COMMON ELEMENTS: 159 SQ. FT.

LIMITED COMMON ELEMENT: 744 SQ. FT.

ROOF BULKHEAD AREA:
903 SQ. FT.

BULKHEAD PLAN

ALL DIMENSIONS ARE MAXIMUM AND ARE MEASURED FROM EITHER THE INSIDE FACE OF THE WINDOW GLASS OR DRYWALL TO THE OPPOSING WINDOW OR DRYWALL OR THE OPPOSING FACE OF THE KITCHEN ISLAND AS APPLICABLE, AND ARE TAKEN APPROXIMATELY THROUGH THE CENTER OF EACH SPACE. DIMENSIONS INCLUDE COLUMNS, SILLS, AND FURRED OUT MECHANICAL SYSTEMS, EXCLUDE CLOSETS AND CUTOUTS, AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. PLANS AND DIMENSIONS MAY CONTAIN MINOR VARIATIONS FLOOR TO FLOOR. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA. SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

47-49 GREENE STREET
EMP CAPITAL

DXA studio
Architecture PLLC

SCALE: 1/16" = 1' - 0"

0 4 8 12 20

N

EXHIBIT "8"

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM AND BY-LAWS

CONDOMINIUM NO.
AMENDMENT TO CONDOMINIUM NO.

AMENDED AND RESTATED DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as
47-49 Greene Street New York, New York 10013

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

Name
47-49 Greene Street Condominium

Declarant
EMPSRGGREENE LLC
c/o EMP Capital
224 Fifth Avenue, 2nd Floor
New York, New York 10001

Date of Original Declaration
October 19, 2017

Date of Declaration

The land affected by the within instrument lies in
Block 475 formerly known as Lot 50
now known as
Lots 1901 and 1902-1906 [SUBJECT TO CONFIRMATION AT THE TIME OF FILING]
on the Tax Map of the Borough of Manhattan, City of New York

Record and Return To:
Holland & Knight LLP
Attorneys for Declarant
31 West 52nd Street
New York, New York 10019
Attention: Stuart M. Saft, Esq.
(212) 513-3308

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B - Description of the Units
C - Definitions
D - By-Laws
E - Condominium Recognition and Non-Disturbance Agreement
F - Existing Leases
G - Non-Residential Unit Use Restrictions
H - Residential Power of Attorney

AMENDED AND RESTATED DECLARATION
OF
47-49 GREENE STREET CONDOMINIUM

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

EMPSRGGREENE LLC, a limited liability company organized under the laws of the State of Delaware, having an office at 224 Fifth Avenue, 2nd Floor, New York, New York 10001 ("Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in the Amended and Restated Declaration or the By-Laws (collectively, the "Declaration") that are not otherwise defined in the Articles of the Declaration or the By-Laws shall have the meanings set forth in Exhibit C annexed to the Declaration, unless the context in which they are used shall otherwise require. All capitalized terms used in the Declaration or the By-Laws that are defined in the Declaration or the By-Laws shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Unless the context otherwise requires, words used in the singular includes the plural, and vice versa, and a reference to any one gender (masculine, feminine or neuter) includes either of the other two, as appropriate.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 This Declaration amends and restates the Declaration of Condominium and By-Laws dated October 19, 2017 and recorded March 9, 2018 in the New York County Office of the New York City Register (the "Office") as CRFN 2018000082806 (the "Original Declaration"), as amended by that certain First Amendment to Declaration dated [_____] and recorded [_____] in the Office as CRFN [_____], as further amended by that certain Second Amendment to Declaration dated [_____] and recorded [_____] in the Office as CRFN [_____] (collectively, with the Original Declaration and the First Amendment to Declaration referred to as the "Initial Declaration"). Subsequent to the Initial Declaration, the existing building was renovated and enlarged to create a new Building, as further described below. Declarant hereby resubmits the Land (excluding the Excess Development Rights) and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto did establish a condominium to be known as "47-49 Greene Street Condominium" (the "Condominium").

2.2 Included in the Property is a building (the "Building") consisting of one (1) floor

below grade and six (6) floors at and above grade including five (5) Residential Units, Residential Common Elements (collectively the "Residential Section") and a Non-Residential Section containing one (1) Non-Residential Unit and Non-Residential Common Elements (collectively the "Non-Residential Section"). The Residential Units and Non-Residential Unit are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The owner of a Residential Unit is herein called a "Residential Unit Owner" and the owners of all the Residential Units are called the "Residential Unit Owners". The owner of a Non-Residential Unit is called a "Non-Residential Unit Owner" and the owner of the Non-Residential Unit is herein called the "Non-Residential Unit Owner". The Residential Unit Owners and the Non-Residential Unit Owner are collectively referred to herein as the "Unit Owners" and each individually as a "Unit Owner." The Non-Residential Unit shall be designated as Unit "COMM" and the five (5) Residential Units shall be designated as Units "RES1", "RES2", "RES3", "RES4" and "RES5", or another designation selected by the Residential Unit Owners.

2.3 Subject to the provisions of Article 18 and Article 35 of the Declaration, excluded from the Property are Excess Development Rights, now existing or hereafter occurring which are deemed reserved by the Declarant and which are being retained, owned and exclusively controlled by, and belong and inure solely to the benefit of, the Declarant or any Person which acquires all or any portion of the Excess Development Rights who shall have the exclusive right to utilize, sell or otherwise transfer the Excess Development Rights and retain all proceeds therefrom without participation by the Board or the Unit Owners.

ARTICLE 3

BY-LAWS

3.1 Attached to this Declaration as Exhibit D and made a part hereof are the Amended and Restated By-Laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws"). All capitalized terms which are not separately defined herein or in Exhibit C annexed hereto shall have the meanings given to those terms in the By-Laws.

3.2 The affairs of the Condominium shall be governed and controlled by a Board of Managers of the Condominium (the "Board") and the affairs of the Residential Section shall be governed by a committee consisting of the Residential members of the Board (the "Residential Committee"), as described in the By-Laws. When in this Declaration or in the By-Laws an action is to be undertaken, or is authorized to be done by the Condominium or the Residential Section, it shall mean the Condominium acting through the Board or the Residential Section acting through the Residential Committee, as applicable, unless the text clearly requires another interpretation (i.e., through a vote of the Unit Owners). When the Board is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium. When the Residential Committee is authorized or obligated to act, it shall be acting on behalf of all the Residential Unit Owners.

ARTICLE 4

THE LAND AND THE PROPERTY

4.1 Included in the Property described in Article 2 of the Declaration is all that certain tract, plot, piece and parcel of land ("Land") situate, lying and being in the City of New York, County of New York, Borough of Manhattan and State of New York, and more particularly described on Exhibit A annexed to the Declaration. The Land is owned by Declarant in fee simple absolute.

ARTICLE 5

THE BUILDING

The Building consists of one structure with a cellar and six (6) stories above grade and Roof. The Building's construction class is II-A. All exterior walls consist of brick. The Building has entrances on Greene Street.

ARTICLE 6

THE UNITS

6.1 Exhibit B annexed to the Declaration and made a part of the Declaration sets forth the following data with respect to each Unit necessary for its proper identification: (i) Unit designation; (ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square footage; (v) the Common Interest appurtenant to such Unit; and (vi) the portion of the Common Elements to which such Unit has immediate access. The precise location of each Unit is shown on the Floor Plans.

6.2 Each Unit consists of the space designated on the Floor Plans as part of such Unit together with those Facilities located within the Unit which exclusively serve or benefit such Unit or the Unit Owner thereof, including, without limitation:

6.2.1 Central and appurtenant Facilities for services such as heating, cooling venting, air-conditioning, communications, security, lighting, plumbing, gas, electrical work, fire safety which are located within the Unit and which exclusively serve the Unit, (without being exhaustive and by way of example only, heating, ventilating and air conditioning units (including their fans and coils), heating equipment, and appliances and Facilities, as may be affixed, attached or appurtenant to such Unit and which serve such Unit exclusively). Plumbing, gas, heating fixtures and equipment as used in the preceding sentence shall include gas and water pipes from branch or fixture shut off valves attached to fixtures, appliances and equipment which are part of the Unit and exclusively service a Unit. Plumbing, gas, heating fixtures and equipment shall not include gas, water or other pipes, conduits, wiring or ductwork from the point at which such pipes, wiring, ductwork or conduits service the other Unit or the Common Elements, unless otherwise expressly set forth herein.

6.2.2 Passages, hallways and corridors and interior walls including sheetrock, plaster and studs (other than the structural components thereof), to the extent any of the same are for the exclusive use of a Unit or the Unit Owner.

6.2.3 All escalators, elevators (and their respective shafts, pits and machine rooms to the extent not designated as a Common Element on the Floor Plans), stairs, if any, and all related Facilities exclusively serving a Unit not specifically designated as a Common Element on the Floor Plans.

6.2.4 The flooring, wall coverings, molding, non-load bearing interior walls and partitions, sheet rock and plaster wall coverings, smoke detectors and carbon monoxide detectors, all lighting and electrical fixtures, cabinets, including, without limitation, kitchen and bathroom cabinetry, countertops and any special equipment, fixtures or Facilities affixed, attached or appurtenant to a Unit, to the extent located wholly within a Unit and exclusively serving or benefiting that Unit, including, without limitation, facilities for fire safety which are located within the Unit and which exclusively serve the Unit.

6.2.5 All Signage affixed to the Building in accordance with applicable Law and the provisions of the By-Laws, and exclusively serving a Unit or a Unit Owner.

6.3 A Unit shall not include any of the Common Elements located therein or any Facilities, plumbing, electrical, heating, venting, and air conditioning work, machinery, or other materials and equipment used exclusively by and for another Unit or another Unit Owner.

6.4 Each Unit shall include all storefronts, entranceways, windows and window framing, skylight structures and skylight glass panels, door assemblies and related and similar installations exclusively opening into a Unit as more particularly delineated on the Floor Plans.

6.5 Any vault space is subject to recapture by the City of New York. If such rights are exercised by the City of New York or by any authority granted under Law, the vault space will no longer be available for use by the Residential Units. There shall not by any adjustment to Common Interest allocations or compensation for loss of the use of such space.

6.6 As of the recording of this Declaration, fee simple absolute title in the Residential Units will automatically vest in Declarant without the need to execute specific and particular deeds or indentures for each and every Residential Unit. Declarant shall have the right to record confirmatory deeds to confirm its ownership of the Residential Units. Fee simple absolute title to the Non-Residential Unit shall remain vested in the Non-Residential Unit Owner as of the date of its acquisition of the Non-Residential Unit.

6.7 Special Rights of the Non-Residential Unit Owner

6.7.1 The Non-Residential Unit Owner shall have the right, without the payment of any fees or charges to the Condominium, Board or the Managing Agent, to sell or lease all or part of a Non-Residential Unit, without the Board having any right of first refusal to purchase or lease such Unit, and all sale and/or rental proceeds shall belong solely to the Non-Residential Unit Owner.

6.7.2 The Board shall be obligated to permit a Non-Residential 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 such Non-Residential Unit Owner (a) reimburses the Board for the reasonable, documented costs actually incurred by the Board, if any, attributable to such installation and use and (b) such installation and use does not materially and adversely affect any other Units.

6.7.3 The Board shall not have the right to (i) object to, or interfere with, the Non-Residential Unit Owner's right to change the use of a Non-Residential Unit or any part thereof as long as such use is in compliance with this Declaration and By-Laws and all other applicable laws, orders, rules and regulations of the governmental authorities and (ii) apply for or cause any amendment to the Building's certificate of occupancy to authorize a different use of a Non-Residential Unit except at the request of a Non-Residential Unit Owner.

6.7.4 The Non-Residential Unit Owner shall have the right, without obtaining the consent of the Board or the Residential Unit Owner or mortgagees of Units other than the affected Non-Residential Unit, to subdivide a Non-Residential Unit into two or more Non-Residential Unit and to reallocate the Common Interest of the Non-Residential Unit among the newly established Non-Residential Units. Such subdivision must be reflected in a duly recorded amendment to the Declaration filed by the new Non-Residential Unit Owner. 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 a Non-Residential Unit is so subdivided, the Owner or Owners thereof shall have the right, without obtaining the consent of the Board, Residential Unit Owner, or mortgagees of Units other than the affected Non-Residential Unit, to thereafter change the size, layout, use, and/or number of the respective Non-Residential Unit under the same terms, conditions and restrictions as those imposed on the original Non-Residential Unit Owner as set forth in this Declaration.

6.7.5 At the request of a Non-Residential Unit Owner, the Board 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 Non-Residential Unit or operation or use of, or any other matter affecting, such Non-Residential Unit, and the requesting party shall indemnify and hold the Board of the Condominium and the other Unit Owner harmless from any expense or liability by virtue of the execution of the application or such other documents. The exercise of a Non-Residential Unit Owner's rights under this Section 6.10.5 shall be at the sole cost and expense of such Non-Residential Unit Owner.

ARTICLE 7

DIMENSIONS OF UNITS

7.1 Each Unit consists of the area measured horizontally from the outside face of the exterior wall or glass window to the center line of the demising wall or concealed concrete structural member or concealed blockwork of interior walls and partitions separating one Unit

from another Unit, corridors, stairs, elevators and other mechanical equipment space or Common Elements or the Unit side of the opposite exterior walls. Columns, mechanical pipes and shafts are not deducted for the purpose of floor area measurements. Each Unit consists of the area measured vertically from the top of the floor slab below (located under the finished flooring and sub-floor materials) to the underside of the floor slab above, including any beams or projections.

7.2 Terraces are measured horizontally from the outside face of exterior wall to the outside face of the opposite parapet. Where two Terraces abut, the measurement is taken to the centerline of the divider screen.

ARTICLE 8

GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.1 The common elements of the Condominium ("Common Elements") consist of the entire Property, including the Land, the General Common Elements, the Limited Common Elements and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, Maintenance or safety of the Property. The "General Common Elements" are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage of Common Interest. The General Common Elements are for the common use of all Unit Owners. The Limited Common Elements of the Condominium (the "Limited Common Elements") consist of those Common Elements that serve or benefit some but not all of the Units, and consist of the Non-Residential Common Elements and the Residential Common Elements. The "Non-Residential Common Elements" of the Condominium consist of those Common Elements that serve or benefit exclusively the Non-Residential Unit or the Non-Residential Unit Owner. The "Residential Common Elements" of the Condominium consist of those Common Elements that serve or benefit exclusively all of the Residential Units or the Residential Unit Owners. The Common Elements do not include Excess Development Rights.

8.2 The Common Elements shall remain undivided and no Unit Owner or other Person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for in the Declaration and in the By-Laws.

8.3 Without limiting the generality of Section 8.1 of the Declaration, the General Common Elements consist of the parts of the Property designated on the Floor Plans as General Common Elements and/or as Common Elements (exclusive of Common Elements, if any, designated on the Floor Plans or herein as Non-Residential Common Elements, Residential Common Elements) and include (even if within the dimensions of a Unit):

[TO BE REVISED WHEN THE FINAL FLOOR PLANS ARE REVIEWED][1]

8.3.1 The Land, together with all easements, rights and privileges appurtenant

[1] Any change to the Floor Plans and/or the designation of Common Elements that Adversely Effects the Non-Residential Unit shall require the consent of the Non-Residential Unit Owner.

thereto, except for the Excess Development Rights.

8.3.2 Any land lying in the bed of any street, road or avenue open or proposed, public or private, in front of or adjoining the Land, (i) any award made or to be made in lieu thereof, (ii) any unpaid award for damage to the Land or the Building by reason of change of grade of any street, and (iii) any strips and gores bisecting, adjoining or adjacent to the Land.

8.3.3 All foundations, footings, columns, girders, joists, piles, pillars, slabs and ceilings, beams, supports, interior load-bearing walls and retaining walls.

8.3.4 All easements, rights of way, privileges, appurtenances and other rights appurtenant to or pertaining to the Property and excepting those which by their terms or by the terms of this Declaration are appurtenant or pertain only to less than all Units.

8.3.5 All areas shown as General Common Elements on the cellar level of the Building and reflected on the Floor Plans.

8.3.6 Any Facilities or Building Systems located on the Roof which serve all Units.

8.3.7 All street trees, shrubbery, planters and other plantings located on the street level on the sidewalks surrounding the Property, if any.

8.3.8 That portion of the fire alarm system, the fire panel, booster pump and sprinkler system for the Building if and to the extent any of the foregoing serve all of the Units and/or the General Common Elements.

8.3.9 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are designated as General Common Elements on the Floor Plans. All central and appurtenant installations for services such as power, light, telephone, television, cable, gas, sanitary and storm drainage, hot and cold water, condenser water, heat and air-conditioning (including all pipes, conduits, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith), if and to the extent any of the foregoing serve all of the Units.

8.3.10 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, if and to the extent any of the foregoing serve all of the Units and/or the General Common Elements.

8.3.11 To the extent not specifically made part of a Unit or a Limited Common Element, by the terms of this Declaration, all other parts of the Property including all apparatus and installations existing on the Land for common use by the Units which are necessary or convenient to the existence, Maintenance or safety of the Property.

8.3.12 Stairs on the north side of the Building (and its landings and treads) from cellar to First Floor.

8.4 Limited Common Elements consist of any central and appurtenant installations and equipment for such services as power, heat, light, telephone, gas, hot and cold water, sewer and fire safety, including all pipes, ducts, wires, cables and conduits, maintenance, meter, elevators, elevator shafts and elevator pits, corridors and common spaces used in connection with or serving exclusively either the Non-Residential Unit, all of the Residential Units or one or more Residential Units or their Limited Common Elements including, but not limited to:

8.4.1 The Non-Residential Common Elements consist of the following:

8.4.1.1 A portion of the roof over the First Floor, as more particularly set forth on the Floor Plans; and

8.4.1.2 A portion of the Exterior Façade of the Building enclosing the Non-Residential Unit at the first floor of the Building.

8.4.2 The Residential Common Elements consist of the following:

8.4.2.1 The Exterior Façade of the Building above the first floor level of the Building.

8.4.2.2 The Main Roof of the Building.

8.4.2.3 All other Common Elements exclusively serving the Residential Units or the Residential Unit Owners.

8.4.2.4 The Roof which is accessory to and exclusively for the use of the Residential Units (excepting those sections housing the water tower and other mechanical equipment which services the General Common Element and/or the Non-Residential Unit).

8.4.2.5 The passenger elevator and service elevator (and their shaft pits and machine room) from the cellar to the Roof.

8.4.2.6 The freight elevator (and its shaft, pit and machine room) from the cellar to the Roof.

8.4.2.7 The fire escape stairs and system affixed to the facade of the Building which serves the Residential Units exclusively.

8.4.2.8 The vault space in the cellar of the Building while not technically considered part of the Residential Units is available for the exclusive use of the Residential Units so long as such vault space is available for use by the Building.[2]

[2] The Residential Section may also include storage bins in the cellar, which are dependent upon DOB's acceptance of the revised ALT 1 plan providing an alternate means of egress from the Building. If DOB rejects the alternate ALT 1 plan, then the only residential facilities on the cellar level will be mechanical space, and access to the cellar areas will be limited to the Super and contractors and other professionals servicing the mechanical equipment located on the cellar. Any language to be inserted or revised in the Amended & Restated Declaration in connection

8.5 The Common Elements also include all other parts of the Property and all installations and Facilities existing on the Amendment Date or constructed after the Amendment Date in or on the Building or on the Property serving all of the Units and which serve or benefit or are necessary or convenient for the existence, Maintenance, Operation or safety of the Property except to the extent specifically included in a Unit.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 As more particularly set forth and described in the By-Laws, and except as expressly provided for herein or in the By-Laws, Residential Units may be used only for residential purposes and, subject to compliance with the By-Laws, for a lawful home occupation, as defined in the Zoning Resolution, subject, however to the zoning lot classification of the Property as Joint Living-Work Quarters for Artists. Residential Units may be owned or leased by an individual, corporation, partnership limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Residential Units 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 individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the 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 or in furtherance of an Occupancy Plan; and (vii) family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, Residential Units may only be leased in accordance with the By-Laws and the Rules and Regulations. An "Occupancy Plan" means a program, plan, entity, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Residential Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Residential Unit(s) or a portfolio of accommodations including such Residential Unit(s).

9.2 As more particularly set forth and described in the By-Laws, and except as expressly provided for herein or in the By-Laws, the Non-Residential Unit may be used only for

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with the foregoing shall be subject to the consent of the Non-Residential Unit Owner, which consent shall not be unreasonably conditioned, withheld and/or delayed.

retail purposes, subject to the retail use restrictions set forth on Exhibit G to the Declaration, each consistent with the Operating Standard.

9.3 Notwithstanding the foregoing, the Board will have no right to restrict or limit any of the uses of, or alterations in or to, any Units owned by the Declarant and the Non-Residential Unit (including the storefronts thereof), which are permitted by Law and applicable zoning ordinances, except as otherwise set forth herein and except as specifically stated in the By-Laws annexed hereto. No income derived from any use of the Non-Residential Unit will constitute income to the Board, or to any other Unit Owner. The Board shall fully cooperate with the Declarant and/or the Non-Residential Unit Owner with respect to filing any permit or application to change or amend the certificate of occupancy to allow any permitted use in the Units, and provide the Unit with another means of egress if required to obtain any such amendment to the certificate of occupancy to allow such use.

9.4 The Non-Residential Unit Owner shall be responsible to cause all waste products, garbage, refuse and trash to be removed from the Non-Residential Unit, at their sole cost and expense or at the sole cost and expense of the Non-Residential Unit Owner's tenants. All refuse from the Non-Residential Unit shall be packaged in a sanitary fashion, in compliance with applicable laws, and shall not be placed or stored in the common areas of the Building at any time. All refuse from the Units shall be removed from the Units, through the first floor street exit and placed at the curbside for collection in accordance with Law.

9.5 The Unit Owners shall take all Non-Residentially reasonable measures, including, without limitation, the installation of sound rated insulation, to ensure that no excessive noise emanates from any portion of the Building.

9.6 The Unit Owners shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Condominium, or any other Unit Owner, by reason of the failure of a Unit Owner, to comply with the provisions of this Declaration or the By-Laws or the Rules and Regulations enacted by the Board that are consistent with the Declaration and By-Laws, and, at the sole cost and expense of the Unit Owner, the Unit Owner shall indemnify, defend, and hold the Board and the Condominium harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from the Unit Owner's non-compliance. In connection with any legal proceeding under this Section 9.5 (including any dispute by a Unit Owner as to its non-compliance and its liability and/or obligation to indemnify under this Section 9.5), notwithstanding anything to the contrary herein, the non-prevailing party in such dispute shall be responsible for any costs, expenses, or out-of-pocket expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such legal proceeding and, in the case of an Arbitration, for costs of the Arbitration.

9.7 Except to the extent prohibited by Law, the Declarant and/or the Non-Residential Unit Owner shall have the right, without the vote or consent of the Board or the other Unit Owners to: (a) mortgage or otherwise hypothecate its Unit: (b) change the layout of, or number of rooms in such Unit Owner's Unit, from time to time; (c) change the size of the Unit, by subdividing the same into any desired number of condominium units (or by combining any units resulting from each subdivision); and (d) reapportion among the newly created condominium units resulting from any subdivisions (or combinations) their percentage interests in the Common Elements, provided

such changes are in compliance with the Condominium Act; provided, however, that (i) the Common Interest of the Unit Owners shall not increase by reason thereof, unless Unit Owners shall consent thereto, and (ii) the acting Unit Owner shall comply with all Laws, ordinances and regulations of all governmental authorities having jurisdiction. Each Unit Owner by accepting a deed or otherwise succeeding to title to their respective Units, shall be deemed to have irrevocably approved such changes.

ARTICLE 10

ALTERATIONS TO THE UNITS

10.1 Except to the extent prohibited by Law or as otherwise provided in the Declaration or in Section 5.15 or Section 5.16 of the By-Laws, each Unit Owner shall have the right, without consent or approval of the Board, any other Unit Owners or the Condominium Managing Agent, to: (i) make Alterations, whether structural or non-structural, ordinary or extraordinary, in, to and upon the interior of its Unit; (ii) change the layout of its Unit from time to time; and (iii) subdivide, combine and engage in a Subdivision Combination or Re-Positioning of its Unit(s) pursuant to Article 11 of the Declaration. Notwithstanding the foregoing, with respect to individual Residential Units, structural or extraordinary alterations shall require the consent of the Board, which shall not be unreasonably withheld, conditioned or delayed.

10.2 In the event a Unit Owner ("Requesting Owner") seeks to change an existing use of its Unit to another use as permitted under Article 9 of the Declaration and limited by Article 5 of the By-Laws, such Requesting Owner shall have the right, from time to time, to amend the certificate of occupancy of the Building, if required, to reflect such change in usage, provided that (i) such new use is not prohibited under the Declaration, under the By-Laws or under applicable Law; (ii) the Requesting Owner shall provide thirty (30) Days' prior Notice to any other Unit Owners and to the Board; (iii) such use does not limit or otherwise impact the uses to which the other Unit may be put; and (iv) such change in use has no Adverse Effect on any Party other than the Requesting Owner. The Board and the other Unit Owners shall cooperate with the Requesting Owner, at the Requesting Owner's expense, and execute, or cause to be executed within ten (10) Business Days by its appropriate representative, all applications, authorizations and other instruments, including, without limitation, any amendments to any pending alteration type application or New York City Department of Buildings filings then in effect, reasonably required to enable the Requesting Owner to amend the certificate of occupancy, or apply for a Land Use Approval, provided that the Board and the other Unit Owners, other than the Requesting Owner, shall not incur any liability, cost or expense in connection with such application or to any Person having any claim of injury to Persons or damage to property arising therefrom. No Unit Owner shall appear in opposition to a Land Use Approval sought by another Unit Owner, provided the application for the Land Use Approval is authorized by and complies with requirements of the Declaration and the By-Laws and will not have an Adverse Effect on another Unit, Unit Owner or the Common Elements.

ARTICLE 11

SUBMISSION, COMBINATION AND RE-POSITIONING OF UNITS

11.1 Declarant and the Non-Residential Unit Owner shall have the right to subdivide its Unit ("Subdivision") or combine any subdivided Units resulting from a permitted Subdivision ("Combination"), except as set forth in this Article 11. Subject to compliance with all the other requirements of this Article 11 and Law, the Declarant and/or Non-Residential Unit Owner shall have the right, without the consent of any other Unit Owner or the Board, from time to time, to: (i) subdivide its Units (each subdivided Unit, a "Resultant Unit" and any Unit Owner of a Resultant Unit, a "Resultant Unit Owner"), (ii) recombine any Resultant Units owned by it; (iii) create limited common elements appurtenant to all or some of the Resultant Units from the Unit so subdivided, and/or eliminate such limited common elements; and (iv) impose such further restrictions on the use and rights of such Resultant Units as the Unit Owner ("Subdividing Unit Owner") or ("Combining Unit Owner"), as applicable, deems necessary or desirable, all in accordance with the Declaration, the By-Laws, Rules and Regulations and applicable Law. The foregoing rights shall extend to include to the extent desired, by a Unit Owner or multiple Unit Owners (each such Unit Owner, a "Re-Positioning Unit Owner") acting in concert, the right to re-configure, re-construct, and/or re-purpose its Unit(s) or Resultant Units (any such re-configuring, re-constructing or re-purposing, a "Re Positioning").

11.2 Subject to compliance with applicable Law, including Article 23-A of the New York State General Business Law and the rules and regulations of the New York State Department of Law promulgated thereunder, the provisions of the By-Laws with respect to the sale of Units, and the terms of any Recognized Mortgage encumbering the applicable Unit, the Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner, as applicable, may file an offering plan or request an exemption therefrom with the New York State Department of Law or other Governmental Authority for the sale of any of the Resultant Units.

11.3 Any Subdivision, Combination or Re-Positioning shall be subject to satisfaction of the following additional conditions:

11.3.1 The Subdividing Unit Owner, Combining Unit Owner or the Re Positioning Unit Owner shall apportion among the Resultant Units resulting from the Subdivision, Combination or Re-Positioning, the Common Interest of the Unit so subdivided or combined using the methodology set forth in Article 17 of the Declaration.

11.3.2 No action described in Section 11.1 shall: (i) change the Common Interest of the other Unit other than the Unit being subdivided or combined or resulting from such Subdivision, Combination or Re-Positioning or (ii) impair or diminish the use, sale or other disposition of the Excess Development Rights without the consent of the Declarant.

11.3.3 No action permitted pursuant to Section 11.1 shall be effective unless and until all outstanding Common Charges, Special Assessments, Unit Expenses and any other amounts allocable in respect of the Unit to be changed by such action shall have been paid in full.

11.3.4 Any Unit Owner of a Resultant Unit created pursuant to Section 11.1 shall be responsible for paying all Common Charges, Special Assessment, Unit Expenses and any other amounts allocable to such newly created Resultant Unit in accordance with the Declaration and the By-Laws.

11.3.5 To the extent the Unit to be subdivided or combined is encumbered by a Recognized Mortgage and such Recognized Mortgage requires the consent of the Recognized Mortgagee to being subdivided or combined, the consent of the Recognized Mortgagee shall have first been obtained.

11.3.6 The obligations and liabilities of a Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner under or in connection with the Declaration, the By-Laws and any other agreements among the Unit Owners, shall be joint and several obligations and liabilities of the Unit Owners of the Resultant Units.

11.4 In connection with a Subdivision, Combination or Re-Positioning, the Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner, as applicable, shall prepare and record an amendment to the Declaration, the By-Laws and/or the Floor Plans, which amendment shall contain provisions governing the affairs of any Resultant Units resulting from the Subdivision, Combination or Re-Positioning to which such amendment relates (each, a "Subdivision/Combination/Re-Positioning Amendment").

11.5 Without limiting the generality of Section 11.4 above, the Subdivision/Combination/Re-Positioning Amendment may provide:

11.5.1 for the creation and operation of a board (a "Resultant Board") or sub-committee (a "Sub-Committee") to manage the affairs of the Resultant Units;

11.5.2 that to the extent any consent, approval, determination or action of the Subdividing Unit Owner is required under the Condominium Documents for any proposed action by the Board or by the other Unit Owners, such consent, approval, determination or action shall be made by the Resultant Board or Sub-Committee on behalf of the Resultant Unit Owners in accordance with the Subdivision/Combination/Re-Positioning Amendment. Each Resultant Unit Owner by acceptance of a deed to a Resultant Unit will be deemed to have given the Resultant Board or Sub-Committee the right and power to so act on each Resultant Unit Owner's behalf;

11.5.3 that any Notice that would have been required or permitted to be given to a Unit Owner under the Declaration or the By-Laws, shall be given to the Resultant Unit Owners to which such Notice applies; provided however, any Notice that is applicable to all of the Resultant Unit Owners, shall, except as may be otherwise required by Law, be given to the Resultant Board or Sub-Committee on behalf of all such Resultant Unit Owners and any failure by the Resultant Board or Sub-Committee or another Unit Owner to give additional Notice to any individual Resultant Unit Owner shall not affect the validity of any Notice properly given to the Resultant Board; it being understood it shall be the obligation of the Resultant Board or Sub-Committee to provide the Resultant Unit Owners with copies of any such notices;

11.5.4 without limiting the generality of Section 11.5.2 and Section 11.5.3 of the Declaration, the rights of a Resultant Unit Owner under the Declaration or the By Laws may only be exercised by the Resultant Board or Sub-Committee, and not by any Resultant Unit Owner;

11.5.5 that the Resultant Board or Sub-Committee shall indemnify and hold the Board and all Unit Owners, except for the Unit Owners of Resultant Units resulting from a Subdivision, Combination or Re-Positioning, harmless from and against any Claim by any Person arising out of or in connection with the use, operation or Maintenance of or the performance of Work in or to any limited common elements which are appurtenant to a Resultant Unit resulting from a Subdivision, Combination or Re-Positioning;

11.5.6 that all costs and expenses of the use, Operation and Maintenance of and the performance of Work in and to any Limited Common Elements shared by any Resultant Unit Owners pursuant to a Subdivision, Combination or Re-Positioning shall be borne exclusively by the Unit Owners of the Resultant Units to which such limited common elements are appurtenant, in accordance with the respective Common Interests of such Resultant Units; and

11.5.7 that upon acceptance of a deed to a Resultant Unit, each Resultant Unit Owner will be deemed to have granted to the applicable Resultant Board or Sub-Committee, an irrevocable proxy and power of attorney, coupled with an interest, to be used by the applicable Resultant Board or Sub-Committee in its sole and absolute discretion, in connection with any vote or solicitation of consents of the Unit Owners for the purpose of resolving whether to proceed with the Repair of the Building as provided in Section 5.5 of the By-Laws, or with respect to the termination of the Condominium as provided in Article 21 of the Declaration, which grant of such irrevocable proxy and power of attorney will run with the land and any subsequent conveyance of a Unit will not be deemed to terminate the proxy or the power of attorney.

11.5.8 Notwithstanding anything to the contrary contained in the Declaration, a Resultant Board or Sub-Committee established by the Residential Unit Owner to represent and act for the Resultant Unit Owners of a Subdivision, Combination or Re-Positioning of the Residential Unit shall in no event be entitled, on a collective basis, to designate more than two (2) Members of the Board as set forth in Section 2.1 of the By-Laws.

11.6 Unless expressly provided otherwise in the Declaration, any easements granted in the Declaration or the By-Laws burdening a Unit shall burden in like manner any Resultant Unit and limited common elements created in connection therewith. Any rights granted to the Subdividing Unit Owner, Combining Unit Owner or the Re-Positioning Unit Owner under the Declaration or the By-Laws with respect to a Unit owned by another Unit Owner shall apply to a Resultant Unit Owner only to the extent the Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner grants the Resultant Unit Owner such rights as provided for in the Subdivision/Combination/Re-Positioning Amendment. All references to Units in the Declaration and the By-Laws shall be deemed to include any Resultant Unit created pursuant to this Article 11, subject to the provisions of the Subdivision/Combination/Re Positioning Amendment, and subject to any restrictions imposed on such Resultant Units by the Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner pursuant to a Subdivision/Combination/Re-Positioning Amendment.

11.7 A copy of the Subdivision/Combination/Re-Positioning Amendment, deeds and other instruments to be entered into in connection with a Subdivision, Combination or Re

Positioning shall be delivered to the other Unit Owners and the Board at least thirty (30) Days in advance of the recording of the Subdivision/Combination/Re-Positioning Amendment and any transfer of title in connection therewith along with a certification that the Subdivision/Combination/Re-Positioning Amendment complies with the requirements of this Article 11.

11.8 Provided Section 11.7 has been complied with, the consent of the Board shall not be required for the recording of a Subdivision/Combination/Re-Positioning Amendment complying with the requirements of Section 11.5 or for the filing of any offering plan or "no action" application for the sale of any subdivided or combined Units under Article 23-A of the New York State General Business Law or other applicable Law. The signatures of the Board shall not be required on any application or other document necessary or convenient to the exercise by a Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner of any of such Subdividing Unit Owner's, Combining Unit Owner's or the Re Positioning Unit Owner's rights or powers to subdivide its Unit or combine previously subdivided Units in accordance with the terms of this Article 11. Nonetheless, provided the other Unit Owners or the Board incurs no cost or liability thereby, the other Unit Owners and the Board shall execute any such applications or other documents as the Subdividing Unit Owner, Combining Unit Owner or Re-Positioning Unit Owner shall request and they hereby grant to each Subdividing Unit Owner, Combining Unit Owner or Re-Positioning Unit Owner an irrevocable power of attorney (coupled with an interest and granted for valuable consideration) to execute any such applications or other documents on their behalf, and any such execution, delivery and/or recording shall not require the consent of the Board or the other Unit Owners.

11.9 A Subdivision/Combination/Re-Positioning Amendment shall not increase the obligations, or diminish the rights of the other Unit Owners or otherwise have an Adverse Effect on the other Unit Owners or its Unit without such other Unit Owner's consent.

11.10 If, and to the extent a Subdivision/Combination/Re-Positioning Amendment affects the priority of a Recognized Mortgage's lien and/or adversely impacts and/or impairs a Recognized Mortgagee's collateral or interest in the collateral (other than ministerial changes), such amendment is subject to the prior written consent of the Recognized Mortgagee, in its sole discretion. The foregoing notwithstanding, any Subdivision/Combination/Re-Positioning Amendment that does not fall within the parameters described in the preceding sentence is not subject to the prior consent of Recognized Mortgagee, so long as there is no uncured event of default by the Subdividing Unit Owner, the Combining Unit Owner, and/or the Re-Positioning Unit Owner, as applicable, under the Recognized Mortgage.

11.11 Any provision of a Subdivision/Combination/Re-Positioning Amendment that does not comply with the provisions of this Article 11 shall not be valid or enforceable against the Board or the Unit Owner other than the Resultant Unit Owners of the Resultant Units created by such Subdivision/Combination/Re-Positioning Amendment.

ARTICLE 12

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is appointed agent of the Board to receive service of process in any action, which may be brought against the Condominium or the Board. In the event the Board receives service of process, the Board shall promptly notify each of the Unit Owners and Recognized Mortgagees in accordance with the provisions of the By-Laws. The Secretary of State shall mail a copy of any such process served on the Secretary of State to the Board c/o EMP Capital, 224 Fifth Avenue, 2nd Floor, New York, New York 10001, Attention: President with a copy to Stuart Saft, Esq., c/o Holland & Knight LLP, 31 West 52nd Street, New York, New York 10019, or at such other address as the Board may designate in writing once the Declarant no longer controls the Board.

ARTICLE 13

DETERMINATION OF COMMON INTEREST

The undivided percentage interest of each Unit has been determined in accordance with New York Real Property Law Section 339-i.1 in the Common Elements is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with subsection (iv). The Common Interest of each Unit is set forth on Exhibit B annexed to the Declaration.

ARTICLE 14

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element on the Declaration Date, (b) any Unit encroaches upon the other Unit or upon any portion of the Common Elements on the Declaration Date or (c) any such encroachments shall occur after the Declaration Date as a result of (i) settling or shifting of the Building, (ii) any Work done to the Common Elements made by or with the consent (when required by the By-Laws) of the Board or a Unit Owner or as otherwise required by applicable Law, in accordance with the Declaration or the By-Laws or (iii) any Work done to the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any Taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements made by or with the consent (when required by the By-Laws) of the Board or a Unit Owner or as otherwise required by applicable Law, in accordance with the Declaration or the By-Laws; then, in any such event and provided such encroachment (A) does not have an Adverse Effect, (B) the Work is permitted under the Declaration and the By-Laws, and (C) the Party performing such Work has used Non-Residentially reasonable efforts to minimize the possibility or creation of encroachments to the extent practicable, then a valid easement shall exist for such encroachments and for the maintenance of the same as long as the Building shall stand. In connection with (c) (ii) and (iii) above, the Board and the Unit Owners shall be obligated to use Non-Residentially reasonable efforts to avoid the creation of encroachments on other Units or the Common Elements.

ARTICLE 15

NAME OF CONDOMINIUM AND BUILDING

15.1 The Condominium and the Building shall continue to be designated and known as "47-49 Greene Street Condominium." The Board shall own and control all rights and interests, including the right to apply for any state trademark and prosecute to registration any federal trademark applications, and shall be responsible for all obligations and liabilities, including those in furtherance of protecting, policing and maintaining any applicable trademark rights, which may include litigating against those whom the Board believes may be infringing the Board's rights in and to the name of the Condominium and Building, appurtenant to the name of the Condominium and/or the Building. Only the Board shall have the right to change or assign the name of the Condominium and/or the Building, provided that such changed or assigned name is not a name generally known to the public as a for-profit Non-Residential enterprise. The Non-Residential Unit Owner shall have the right, subject to the consent of the Board, which consent shall not be unreasonably withheld, conditioned or delayed, to maintain signs on the Exterior Facade appurtenant to their respective Units as long as such signs conform with the requirements set forth in the By-Laws and Law.

ARTICLE 16

EASEMENTS AND RIGHTS OF ACCESS

16.1 Except as set forth in the Declaration, each Unit Owner shall have in common with all other Unit Owners, an easement for the use of the Common Elements located in any of the other Units or elsewhere on the Property which serve such Unit Owner's Unit, including an easement to connect to existing utilities serving its Unit including, but not limited to, utilities for gas, electricity, water, telecommunication and ventilation; provided, however, that this sentence shall not be deemed to grant to any Unit Owner an easement to install any new or additional (as distinguished from replacement) Facilities outside of its Unit, except as expressly permitted elsewhere in the Declaration or the By-Laws. Each Unit shall be subject to an easement in favor of all other Unit Owners to use all Common Elements located within the boundaries of such Unit or elsewhere on the Property for the purposes permitted and in the manner required under the Declaration and the By-Laws. In addition, the Board shall have an easement and a right of access within each Unit to inspect the same, to remove violations therefrom and to use and Maintain the Common Elements contained therein or elsewhere in the Property. In the event of a Subdivision, Combination or Re-Positioning of a Unit, the rights set forth in this Section 16.1 to enter another Unit Owner's Unit or the Common Elements may only be exercised by the applicable Resultant Board and not by the Resultant Unit Owners, except in cases of an Emergency.

16.2 Each Unit Owner grants a right of access to its Unit to the Board, the Condominium Managing Agent and their respective Permitted Users for the following purposes: (i) making necessary inspections of such Unit, the Common Elements, or any other part of the Property; (ii) for the purpose of curing defaults (after the giving of Notice and applicable grace period as set forth in the Declaration) under the Declaration, the By-Laws or any of the Rules and Regulations adopted by the Board, by such Unit Owner; (iii) correcting any conditions originating in such Unit Owner's Unit and threatening the other Unit or all or any part of the Common Elements, but in each such event, subject to and in accordance with the provisions of the Declaration, the By-Laws, or the Rules and Regulations; (iv) for the purpose of performing Work to the mechanical or

electrical services or other portions of the Common Elements within such Unit Owner's Unit or elsewhere in the Building; or (v) for the purpose of reading, Maintaining or replacing utility meters in the Building. Except in an Emergency, any access to a Unit set forth in this Article 16 will require a Notice to such Unit Owner at least five (5) Business Days in advance of the access (excluding access by meter readers or inspectors from any Governmental Authority and similar Persons which shall require no advance Notice).

16.3 The easements set forth in this Article 16 may not be used by any Unit Owner to exclude, dispossess, or prevent access to or from any portion of a Unit belonging to another Unit Owner or interfere with any other Unit Owner's Facilities. Nothing in this Article 16 shall be construed to permit a Unit Owner to use any space in any other Unit Owner's Unit that does not constitute a Common Element. In no event shall any Unit Owner have a substantially exclusive advantage to use a Common Element to the exclusion of any other Unit Owner, except as otherwise expressly set forth in the Declaration or the By-Laws. With respect to any installation made pursuant to the provisions of this Article 16, the particular location of such installation within a Common Element is subject to the consent of the Board which consent shall not be unreasonably withheld, conditioned or delayed, excluding easement areas exclusively reserved for a particular Unit Owner in which case any such installation shall be subject to such Unit Owner's consent.

16.4 General Requirements

16.4.1 All easements and rights of access described in this Article 16 shall be exercised by the Exercising Party in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the other Unit or with the use of the other Unit for its permitted purposes.

16.4.2 Each Unit Owner whose Unit is subject to the easements and rights of access described in this Article shall be reimbursed for all Access Costs incurred by such Unit Owner ("Impacted Owner") as a result of the exercise of the easements and rights of access under the Declaration, except that Access Costs shall not include the cost of Overtime Hours pursuant to Section 16.4.4. All entries made pursuant to the easements granted in this Article 16 shall be permitted on reasonable Notice, but in no event less than ten (10) Business Days' Notice to the Unit Owner, except that no Notice will be necessary in the case of an Emergency, in which event, the Exercising Party shall give such Notice (which may be verbal) as soon as is practicable given the nature of the Emergency. The Exercising Party shall reimburse the Impacted Owner within thirty (30) Days of demand therefor, for the Impacted Owner's Access Costs, which demand shall be accompanied by reasonable evidence of such Access Costs. In the event the Exercising Party fails to pay the Access Costs within such thirty (30) Day period, the Impacted Owner shall be entitled to interest on the Access Costs at the Default Rate, together with all rights at equity and at law. The Access Costs of the Impacted Unit Owner shall be deemed to be Unit Expenses payable solely by the Exercising Party. To the extent the Board or the Condominium Managing Agent incurs any costs and expenses, including, without limitation, Access Costs, under this Article 16, such costs shall be allocated to the Unit Owners as a Common Expense. Notwithstanding the foregoing, if the Board or any other Unit Owner is permitted to exercise the easements and rights of access described in this Section 16.4.2 in order to remove or cure a violation or to cure a default under the Declaration, the By-Laws, or the

Rules and Regulations, or for the purpose of correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements, then the Unit Owner responsible for the violation, default or condition shall be liable for all costs and expenses in connection with such exercise and access and any Work performed in connection therewith, all of which shall be Unit Expenses and the Unit Owner responsible for the violation, default or condition shall not be entitled to reimbursement for Access Costs. Any dispute by and among the Unit Owners and/or the Board as to the nature, scope or interpretation of the easements contained in this Article 16 of the Declaration shall be resolved by Arbitration.

16.4.3 Whenever in the Declaration or the By-Laws, the Board or any Unit Owner is permitted to enter another Unit Owner's Unit: (i) such right of entry shall be at such times reasonably convenient and on prior Notice to such Unit Owner, except in the event of an Emergency (in which event such Notice shall be given as soon as reasonably practicable thereafter); (ii) such right of entry shall not unreasonably interfere with the normal use and enjoyment of such Unit and the Common Elements; (iii) the Unit Owner of the Unit being entered shall have the right to have a representative present at all times during such entry; (iv) the Party making such entry shall comply with any reasonable security procedures and requirements of the Unit Owner or other occupant of the Unit being entered, provided, however, that such procedures and requirements shall not preclude entry into the Unit; and (v) the Party making such entry shall promptly clean up any areas of the Unit affected by such entry, Repair any damage caused as a result of such entry and pay any Access Costs as set forth in Section 16.4.2.

16.4.4 The exercise of any easement rights granted to a Unit Owner or the Board under the Declaration or the By-Laws that requires access a Unit: (a) shall, at the request of the Unit Owner, be exercised during such Overtime Hours as the business in the Unit is not open to the public, with the additional cost as a result of access during Overtime Hours, including the cost of any additional security required by the Unit Owner or the Board, as applicable, payable by the Unit Owner as a Unit Expense or the Unit Owners as a Common Expense; and (b) shall not, to the greatest extent practicable, be undertaken during the Prime Retail Period if such Work adversely impacts or interferes in any material respect with (1) access by the general public, (2) such retail space's visibility, including the visibility of Signage, from the street, or (3) any portion of a sales area.

16.5 All Permitted Users shall have a right and easement to use the sidewalks and the ramps, stairways, entrances and exits constituting Common Elements and any replacements thereof for the sole purpose of providing all Permitted Users a means of ingress and egress to and from the Building and the respective Units and an approach to and from the public street subject to compliance with the provisions of the By-Laws.

16.6 The Board and each Unit Owner shall have an easement to install, utilize, operate, Maintain, expand and relocate within the Common Elements, excluding easement areas exclusively reserved for a particular Unit Owner unless such Unit Owner consents thereto in writing, any utilities servicing the Units and/or the Common Elements including, without limitation, all pipes, wires, ducts, cables, conduits, lines, service, connections and other apparatus and equipment for any electricity, gas, steam, heat, water, sewerage, telephone, cable, and other

communications facilities (i) as may be required by Law and (ii) in accordance with the provisions of this Section 16.6, as are otherwise reasonably necessary or desirable to provide all utility services required by the Unit Owners and as may be required by the utility companies providing such services ("Utility Facilities"), together with a non-exclusive or an exclusive right and easement, as the case may be, to utilize and receive services from the Utility Facilities, provided that if the exercise of such easement under this Section 16.6 would have an Adverse Effect on any Party other than the Exercising Party, or would adversely impact the functioning of such Utility Facilities, such easement may not be exercised without the consent of any Unit Owner served by such Utility Facilities. Any relocation of Utility Facilities authorized by this Section 16.6 shall be subject to the following conditions:

16.6.1 A Unit Owner must receive the prior written consent of the Board to relocate any Utility Facilities in, to, or from the Common Elements, which consent shall not to be unreasonably withheld, conditioned or delayed, provided no such relocation shall be made to any easement area designated for the exclusive use of any other Unit Owner without such Unit Owner's consent.

16.6.2 No expansion or relocation of Utility Facilities shall occur earlier than ten (10) Business Days after the Person desiring to make the expansion or relocation shall have given to the Unit Owners of the Units served by such Utility Facilities and the Board Notice of its intention to do so, which Notice shall specify the Facilities to be expanded or relocated, the place to which the same will be relocated or expanded and the extent of any service interruption to result therefrom, subject to Section 16.6.3 below;

16.6.3 No Utility Facilities shall be relocated to a materially less suitable location without the consent of the Unit Owners of the Units served by such Utility Facilities;

16.6.4 Except in the event of an Emergency, any service interruption resulting from any such Maintenance, expansion or relocation may be scheduled during Overtime Hours as the business therein is not open to the public (provided that the additional expense resulting from the performance of Work during Overtime Hours is paid by the Unit Owner requesting that the Work take place during Overtime Hours, as a Unit Expense), or at such other times as are mutually acceptable to the affected Parties;

16.6.5 No such service interruption shall unreasonably interfere with the normal use and enjoyment of the Unit served by such Utility Facilities without the consent of the Unit Owner of the Unit served by such Facilities, or the Board, with respect to the Common Elements;

16.6.6 All costs and expenses arising out of such Maintenance, expansion or relocation, including any such costs and expenses relating to related Utility Facilities not relocated, shall be borne by the Party making such relocation, unless expressly provided otherwise in the Declaration and if such Party is the Board, such costs and expenses shall be Common Expenses unless the necessity therefor is caused by or for the benefit of only one of the Unit Owners in which case such costs and expenses shall be Unit Expenses of such Unit Owner; and

16.6.7 In the event of a Subdivision, Combination or Re-Positioning of a Unit, the rights set forth in this Section 16.6 may only be exercised by the Board or the applicable Resultant Board or Sub-Committee or the Non-Residential Unit Owner and not by any Resultant Unit Owner, unless such Resultant Unit Owner is a Non-Residential Unit Owner.

16.7 Each Unit shall have an easement of physical support and of necessity from the other Unit and the Common Elements and shall be subject to an easement of physical support and necessity in favor of all other Units and the Common Elements.

16.8 In the event of an Emergency, all Permitted Users shall have a right of emergency egress through passageways, stairways and exits contained within any Unit or Common Element, and each Unit shall be subject to the rights of all Permitted Users to use such passageways, stairways and exits for emergency egress.

16.9 Subject to the other terms and conditions of the Declaration, the By-Laws, and subject to applicable Law, including, without limitation, the requirements of the Zoning Resolution and the LPC, if applicable, and such restrictions imposed as a result of the Building's location, the Non-Residential Unit and its Permitted Users shall be permitted to install, place or permit to be installed or placed any Signage on the Exterior Facade of the Building provided that such Signage is only placed on the portion of the Exterior Facade appurtenant to such Unit.

16.10 The Board with respect to the Common Elements shall have the right to grant such additional electric, gas, water, ventilation, communications or other easements for utilities or otherwise, or relocate such easements, as it deems necessary or desirable for the proper operation and Maintenance of the Building, the Common Elements or the Units, as the case may be, or any portion thereof, or to complete the Building, or for the general health, safety or welfare of the Permitted Users of the Units; provided that (i) such additional utilities or the relocation of existing utilities will not prevent or materially interfere with the normal conduct of business of Permitted Users of the Units or with the use of the Units for their permitted purposes or diminish the square footage of the Units, (ii) any Work shall comply with all of the requirements of the By-Laws including, but not limited to Sections 5.16 of the By-Laws, and (iii) there shall be no Adverse Effect on any Unit Owner. Any utility company and its employees and agents shall have the right of access, upon not less than five (5) Business Days' Notice, except in an Emergency, to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such manner as shall not materially interfere with the normal conduct of business in the Units or with the use of the Units for their permitted purposes. Any fees, compensation or other profits received by the Board as common profits of the Unit Owners shall be distributed to the Unit Owners in accordance with their respective Common Interests or applied against each Unit Owner's respective Common Charges. In the event of a Subdivision, Combination or Re-Positioning of a Unit, the rights set forth in this Section 16.10 may only be exercised by the applicable Resultant Board and/or Sub-Committee and not by any Resultant Unit Owner, unless such Resultant Unit Owner is a Non-Residential Unit Owner.

16.11 A Unit Owner, solely with respect to its Unit, shall have the right to grant such additional electric, gas, water, ventilation, communications or other easements for utilities or otherwise, or relocate such easements, all solely within such Unit or in such Unit Owner's exclusive easement areas, as such Unit Owner shall deem necessary or desirable for the proper

operation and Maintenance of such Unit, or for the general health, safety or welfare of the Permitted Users of such Unit; provided that (i) such additional utilities or the relocation of existing utilities will not prevent or materially interfere with the normal conduct of business of Permitted Users of any other Unit or with the use of any other Unit for its permitted purposes or diminish the square footage of such other Units, (ii) any Work shall comply with all of the requirements of the By-Laws including, but not limited to Sections 5.16 of the By-Laws, and (iii) there shall be no Adverse Effect on any other Unit Owner. Any fees, compensation or other profits received by the Unit Owner in furtherance of the aforesaid easements shall be the property of the Unit Owner granting such easements, as applicable.

16.12 The Board shall have the right, at reasonable times and intervals and upon reasonable advance Notice, to enter upon the Land and into the Building and, Common Elements and Units to inspect the structural condition of the Building and to inspect, Maintain and perform Work on the Building, and the Utility Facilities and any other Facilities that the Board is permitted or required to Maintain; provided, however, that only such Notice as shall be practicable under the circumstances (including no Notice) shall be required in order to inspect or correct conditions imminently dangerous to persons or property or otherwise constituting an Emergency.

16.13 Each Unit Owner may install Satellite Equipment on the Roof which comprises a portion of its respective Unit for the operations of the Unit Owner, Permitted Users of their respective Units (subject to non-interference, relocation and other restrictive provisions that are Non-Residentially reasonable and typical in telecommunications agreements giving due consideration to the fact that such Satellite Equipment cannot unreasonably interfere with telephone, television and other telecommunication services available to any other Unit Owner). The Non-Residential Unit Owner shall not install any Satellite Equipment which is to be utilized by a Person other than such the Non-Residential Unit Owner or Permitted Users of the Non-Residential Unit to operate their respective businesses. Any such Satellite Equipment, to the extent placed on or extending above the Roof of the Non-Residential Unit, shall be installed in a manner that minimizes the nuisance element of such placement and is consistent with occupancy of the Roof and any adjacent Unit. Installation of any such Satellite Equipment shall be at each Unit Owner's sole cost and expense, and such Unit Owner shall, at its own cost and expense, Maintain its Satellite Equipment and any portion of the Unit and any Common Elements used in connection therewith. Except as set forth below with respect to the relocation of Satellite Equipment, in no event shall any costs incurred in connection with the installation, operation, Maintenance or performance of Work in connection with any of the Satellite Equipment owned or operated by a Unit Owner be considered a Common Expense or otherwise be allocated to the other Unit Owners. The exercise of the rights granted in the aforesaid easement with respect to the Maintenance, performance of Work, operation or relocation of any easements as aforesaid or as provided elsewhere in the Declaration or the By-Laws, (ii) shall not have an Adverse Effect upon any other Party other than the Exercising Party, (iii) shall not result in the imposition of any mechanic's or other monetary lien against any Unit; and (iv) shall be in compliance with Law. In the event of a Subdivision, Combination or Re-Positioning of a Unit, the rights set forth in this Section 16.13 may only be exercised by the applicable Resultant Board or Sub-Committee and not by any Resultant Unit Owner unless such Resultant Unit Owner is a Non-Residential Unit Owner.

16.14 Subject to the consent of the Board, which consent shall not be unreasonably withheld, conditioned or delayed, Unit Owners may have the right to install, utilize, operate,

Maintain and perform Work in connection with HVAC Equipment on the Roof which comprises a portion of its respective Unit for the operations of the Unit and its Unit Owners and Permitted Users of the respective Units. Any such HVAC Equipment, to the extent placed on or extending above the Roof, shall be installed in a manner that minimizes the nuisance element of such placement and is consistent with occupancy of the Roof and any adjacent Unit. Installation of any such HVAC Equipment shall be at each Unit Owner's sole cost and expense, and such Unit Owner shall, at its sole cost and expense, Maintain its HVAC Equipment and any portion of the Roof used in connection therewith. Except as hereinafter provided with respect to the relocation of HVAC Equipment, in no event shall any costs incurred in connection with the installation, operation, Maintenance or performance of Work in connection with any of the HVAC Equipment owned or operated by a Unit Owner be considered a Common Expense or otherwise be allocated to any other Unit Owner. The exercise of the rights granted in the aforesaid easement with respect to the Maintenance, performance of Work, operation or relocation of any easements as aforesaid or as provided elsewhere in the Declaration or the By-Laws, (ii) shall not have an Adverse Effect upon any other Party other than the Exercising Party, (iii) shall not result in the imposition of any mechanic's or other monetary lien against any Unit; and (iv) shall be in compliance with Law. In the event of a Subdivision, Combination or Re-Positioning of a Unit, the rights set forth in this Section 16.14 may only be exercised by the applicable Resultant Board or Sub-committee and not by any Resultant Unit Owner, unless such Resultant Unit Owner is a Non-Residential Unit Owner.

16.15 Any Party authorized or having the right to install, perform Alterations or relocate Facilities or Building Systems Equipment pursuant to any provision of the Declaration or the By-Laws shall have an easement over the Common Elements and the Units in order to do so, subject to and in accordance with all other provisions of the Declaration and the By-Laws.

16.16 The Non-Residential Unit Owner shall have the right and an easement to reconfigure the sidewalk hatch and Siamese water connection (regardless of the designation of the sidewalk hatch and/or Siamese water connection as a General Common Element and/or Residential Common Element) located on the sidewalk in front of the Building to provide handicap access to the Non-Residential Unit in order to comply with the Americans with Disability Act and the other applicable law, which location shall be in its sole and absolute discretion provided that such reconfiguration does not have an Adverse Effect. In performing the foregoing work, the Non-Residential Unit Owner shall not be obligated and/or required to comply with the requirements for Notice Work set forth in Section 5.16.2 of the Bylaws.

16.17 Unless expressly provided otherwise in the Declaration, the easements granted in this Article 16 may be exercised without the necessity of obtaining the consent of the Board and/or any other Unit Owners. Each Party having easement rights under the Declaration shall exercise those rights in compliance with the other provisions of the Declaration and the By-Laws and shall indemnify and hold harmless the Board and any and all other Unit Owners from and against any Claim by any Person arising out of or in connection with the exercise of such rights.

16.18 Each Unit Owner shall have an easement to share the use of Common Elements that are not serving a particular Unit Owner or the Building based upon each Unit's Common Interest except for Common Elements that have been dedicated in the Declaration or the By-Laws for the exclusive use of a particular Unit Owner.

16.19 Any dispute by and among the Unit Owners and/or the Board as to the nature, scope or interpretation of the easements contained in this Article 16 of the Declaration shall be resolved by Arbitration.

16.20 If(a) any portion of the Common Elements encroaches upon any Unit or upon any other portion of the Common Elements, (b) any Unit encroaches upon the other Unit or upon any portion of the Common Elements or (c) any such encroachment shall occur after the Declaration Date as a result of (i) the natural settling or shifting of the Building; (ii) any Repair or Alteration of the Common Elements made by or with the consent (when required by the By-Laws) of the Board; or (iii) any Repair or Alteration of the Building (or any portion of the Building) or of any Unit or Common Element after damage by fire or other casualty or any Taking by condemnation or eminent domain proceedings of all any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 17

NON-RESIDENTIAL LEASES

17.1 The Non-Residential Unit Owner shall have the right to enter into leases and/or subleases for all or any portion of the Non-Residential Unit (as same may be modified, amended, supplemented or restated from time to time, such leases are hereinafter referred to as the "Non-Residential Leases"). Neither the Board nor any other Unit Owner will take, permit or suffer any actions with respect to any portion of the Property which the Unit Owners cannot, with respect to such portion of the Property, take under the terms of any Non-Residential Lease identified on Exhibit F annexed hereto (collectively, "Existing Leases"), provided and so long as such Existing Lease is in effect, except if such Existing Lease provides that it is subject and subordinate to the Declaration. All rights which may be exercised by the Board with respect to the Non-Residential Unit and the Condominium are subject to the rights of the tenant under any Existing Lease so long as the Existing Lease is in effect. The Non-Residential Unit Owner is granted such rights as the landlord has under an Existing Lease covering a portion of such Non-Residential Unit. The Non-Residential Unit Owner is authorized to exercise under the Declaration and the By-Laws all rights granted to the tenant under the Existing Lease and to the extent specifically granted under an Existing Lease, the tenant shall have all rights of the Non-Residential Unit Owner granted pursuant to the Declaration and the By-Laws and may take all actions which the Non-Residential Unit Owner has obligated itself to perform or has granted the right to a tenant to perform under its Existing Lease, so long as such Existing Lease is in effect. To the extent the tenant under an Existing Lease exercises any of such rights, the tenant shall indemnify and hold harmless the Non-Residential Unit Owner, the Board and any other Unit Owners from and against any Claim by any Person arising out of or in connection with the exercise of such rights. The term "so long as the Existing Lease is in effect" or similar words shall include (i) any "as of right" renewals or extensions contained in such Existing Lease as of the Declaration Date, and (ii) any other renewal or extension right of any Existing Lease (including any Existing Lease containing an "as of right" renewal or extension option). All costs and expenses of providing any additional services or which may be incurred by another Unit Owner or the Board in connection with an Existing Lease shall be borne as a Unit Expense solely of the Unit Owner who is the landlord under the Existing Lease. Copies of any renewals or extensions of Existing Leases shall promptly be provided to the Board.

17.2 All Non-Residential Leases other than Existing Leases shall be subject and subordinate to the terms and conditions of the Condominium Documents and any Recognized Mortgage encumbering the applicable Unit and the requirements of Law. No Unit Owner may provide in any Lease entered into by it for all or a portion of its Unit, that the tenant shall be entitled to have any independent rights under the Condominium Documents, including, but not limited to, the exercise of any voting rights of a Unit Owner under the Condominium Documents or to designate any Board Members or officers of the Board or exercise any power of attorney granted to a Unit Owner under the Declaration or the By-Laws or to execute any applications, instruments or documents or other agreements on behalf or in lieu of a Unit Owner. A Unit Owner granting a tenant under a Non-Residential Lease any of its rights under the Declaration or the By-Laws shall be void ab initio as to the Board and the other Unit Owners and shall be deemed to indemnify, defend, and hold harmless the Board and the other Unit Owners from all Claims arising out of the granting or exercise of such rights by any such Unit Owner's tenant under a Non-Residential Lease. The foregoing indemnification shall not affect any legal or equitable obligations the tenant under a Non-Residential Lease has to the indemnifying Unit Owner in regard to any such claims.

17.3 Nothing herein shall be construed as a limitation on or a denial of the Residential Unit Owner's right to enter into leases and/or subleases for all or any portion of the Residential Unit.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of the Declaration and the By-Laws, and any Rules and Regulations adopted by the Board, including, without limitation, the provisions of this Article 18 of the Declaration, shall to the extent applicable and unless otherwise expressly in the Declaration or the By-Laws provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions of the Declaration and the By-Laws shall be binding upon and inure to the benefit of the owner of all or any part of a Unit, or interest therein, and such Unit Owner's heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public or any other third party. All present and future owners, and Permitted Users of Units shall be subject to and shall comply with the provisions of the Declaration, the By-Laws and Rules and Regulations adopted by the Board, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Declaration, the By-Laws and any Rules and Regulations, as they may be amended from time to time in accordance with the provisions of the Declaration and the By-Laws, are accepted and ratified by such owner or Permitted User, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or use and occupancy agreement thereof.

18.2 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, such provision shall be deemed deleted from the Declaration or the By-Laws,

as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Units and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land 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 the Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause the Declaration or 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, then such provision shall be deemed included as part of the Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

ARTICLE 19

POWER OF ATTORNEY TO THE BOARD

19.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, the Persons who shall from time to time constitute the Board to:

19.1.1 acquire or lease or license any Unit, together with its Appurtenant Interests, whose owner desires to sell, convey, transfer, assign, lease, or surrender the same, in the name of the Board or its designee, on behalf of all Unit Owners;

19.1.2 acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Board or its designee, on behalf of all Unit Owners;

19.1.3 convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

19.1.4 execute, acknowledge and deliver any declaration or other instrument with respect to any application to, or requirements of, LPC, if applicable.

19.2 Upon the request of the Board, a Unit Owner shall confirm in writing the foregoing power of attorney, but the failure to issue or record a written confirmation shall in no way affect the validity of the Board's power of attorney set forth in this Article 19.

ARTICLE 20

AMENDMENTS TO THE DECLARATION

20.1 Subject to Law, any provision of the Declaration or the By-Laws may be amended, modified, added to, or deleted by the Board (each, an "Amendment"), by the vote taken in

accordance with the provisions of the By-Laws of at least sixty-six and two-thirds percent (66-2/3%) of the Common Interest of all Unit Owners, subject to the restrictions and exclusions set forth below.

20.1.1 Any provision of the Declaration or the By-Laws benefiting, protecting or otherwise affecting the Residential Section, and not having an Adverse Effect on the Non-Residential Unit Owner, may be added to, amended, modified or deleted by the Declarant, without the consent of the Non-Residential Unit Owner, the Board or any other Unit Owner(s). Any provision of the Declaration or the By-Laws benefiting, protecting or otherwise affecting the Non-Residential Unit, and not having an Adverse Effect on the Residential Section, may be added to, amended, modified or deleted by the Non-Residential Unit Owner, without the consent of the Declarant, the Board or any other Unit Owner(s). No such Amendment shall be effective unless the Party proposing the Amendment shall have provided the Board and other Unit Owners with a copy of the proposed Amendment along with a certification that the proposed Amendment does not have an Adverse Effect on any other Party, at least thirty (30) Days prior to the date that such Unit Owner intends to submit the proposed Amendment to the City Register's Office. Any dispute with respect to whether any such proposed Amendment has an Adverse Effect on any other Party shall be settled by Arbitration; provided, however, that no such dispute with respect to whether the proposed Amendment (or any amendment, modification, addition or deletion of any provision thereof) has an Adverse Effect shall be deemed to exist unless an objecting Party specifies the grounds for its objection in writing to the other Party and the Board within fifteen (15) Business Days of receipt by it of a copy of such proposed Amendment with the required certification. All such Amendments by the Declarant or Non-Residential Unit Owner shall be executed by only the applicable Party recording such Amendment or, by a designee having authority to act on behalf of such Party; and if requested by the Declarant or Non-Residential Unit Owner, as applicable, such Amendment shall include a certification by an officer of the Board that neither the Board nor any other Unit Owner is required to approve such Amendment. The Party effecting such Amendment may authorize its designated Board Member, as attorney-in-fact coupled with an interest, to act for such purpose in so executing the Amendment.

20.1.2 In the case of a Subdivision/Combination/Re-Positioning Amendment, such Subdivision/Combination/Re-Positioning Amendment shall be made by the Subdividing Unit Owner, the Combining Unit Owner or the Re-Positioning Unit Owner, as applicable, without the consent of the other Unit Owners or the Board, subject to and in accordance with the terms and conditions of Article 11 of the Declaration. The Subdividing Unit Owner may amend this Declaration (including the annexed Exhibits) and/or provide By-Laws for any Resultant Board resulting from such Subdivision/Combination/Re-Positioning, provided such does not have an Adverse Effect on any other Unit or Unit Owner.

20.1.3 No Amendment shall change the number of Board Members, their term of service or the method of their designation, election, removal or appointment or voting rights of a Board Member or Unit Owner without the consent of all Unit Owners.

20.1.4 Except as expressly set forth in the Declaration, the Common Interest allocated to each Unit as expressed in Exhibit B annexed to the Declaration shall not be

altered without the written consent of all Unit Owners directly affected. No such Amendment shall be effective without recording together with such Amendment the duly executed and acknowledged consent of all affected Unit Owner(s).

20.1.5 With respect to any Amendment that creates or results in an Adverse Effect on any Unit(s) or any Unit Owner(s), no such Amendment shall be effective against the Recognized Mortgagees of a Unit, without the prior consent of the Recognized Mortgagees. Any such Amendment adopted without the prior consent of such Recognized Mortgagee shall be void and unenforceable as to such Recognized Mortgagee and the affected Unit.

20.2 Subject to the terms and conditions of any Recognized Mortgage encumbering such Unit, a Unit Owner shall have the right, at its sole cost and expense, and without the vote or consent of the other Unit Owners or the Board, each of whom shall conclusively be deemed automatically and irrevocably to have given their consent thereto, and without the consent of the Board to execute, acknowledge and record or file in the City Register's Office, one or more Amendments to the Declaration (including to Exhibit B annexed to the Declaration), the By-Laws and the Floor Plans as the Unit Owner deems appropriate to effectuate the same:

(i) to reflect any changes in the affected Unit(s) and/or the reapportionment of the Common Interest of the affected Unit(s) resulting therefrom made by the Unit Owner in accordance with the terms of the Declaration;

(ii) required by (x) a lender designated by the Unit Owner to make a loan secured by a mortgage on the Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by the Unit Owner to insure title to its Unit, as such requirements relate solely to the Unit; or

(iii) to correct any inconsistencies or scrivener's errors in the Declaration, the By-Laws and/or Floor Plans affecting the Unit Owner or the Unit.

20.3 Except for an Amendment pursuant to Section 20.2 of the Declaration, the following restrictions apply to each and every Amendment. A provision of an Amendment which violates or is inconsistent with or fails to comply with any of these restrictions shall be null and void.

20.3.1 Without limiting the generality of Section 20.1.1 of the Declaration, no Amendment shall be effective against any Unit Owner, without such Unit Owner's consent, which would (i) have an Adverse Effect on such Unit or Unit Owner; (ii) with respect to the Residential Section, adversely impact (other than to a de minimis extent) the use, sale, transfer or other disposition of the Declarant's Excess Development Rights; or (iii) abridge, suspend, curtail, limit, eliminate or otherwise adversely impact any right, power, easement, privilege or benefit granted or reserved in the Declaration or the By-Laws to such Unit Owner.

20.3.2 Notwithstanding any provision contained in the Declaration or the By-Laws to the contrary, but subject to Section 11.8 of the By-Laws, no Unit Owner or Board Member, as applicable, entitled to vote on any modification, addition, amendment or

deletion of or to the Declaration or the By-Laws which adversely impacts the rights and/or obligations of a Recognized Mortgagee shall be permitted to grant its approval thereto unless (x) the Recognized Mortgagee of the Unit Owner; and/or (y) the Unit Owner that appointed such Board Member; as applicable, has given its prior written consent thereto (or is deemed to have consented thereto), which consent shall not be unreasonably withheld, conditioned or delayed except as otherwise expressly set forth in the applicable Recognized Mortgages; Recognized Mortgage loan documents or designation of Board Member. Any such Amendment that is adopted without the prior written consent of the applicable Recognized Mortgagee or applicable Unit Owner in accordance with the terms of the Declaration shall be deemed null and void ab initio as to such Recognized Mortgagee or the Unit Owner, as applicable.

20.4 Each Amendment must be signed and acknowledged in accordance with Laws for recording a deed, and shall not be effective, binding or enforceable until recorded in the City Register's Office.

20.5 The Party authorized to sign, acknowledge, deliver, file and record an Amendment to the Declaration is also authorized to cause to be properly certified and filed and/or recorded with the tax assessor (and other Governmental Authority having jurisdiction) and in the City Register's Office any appropriate Amendments to the Floor Plans whenever required in connection with such Amendment to the Declaration.

20.6 A copy of the Declaration and the By-Laws and any Amendments thereto shall be filed with the New York Department of State, as and to the extent required by applicable Law.

20.7 A conformed copy of any Amendment to the Declaration and/or the By-Laws and (if applicable) to the Floor Plans shall be delivered promptly to the Board and the Condominium Managing Agent by the applicable Party recording the Amendment and shall be made available by the Board at the Property or the office of the Condominium Managing Agent for inspection (without charge) and copying (at a reasonable charge) by all Unit Owners, Recognized Mortgagees, prospective purchasers, mortgage lenders or Permitted Users of a Unit, and authorized representatives of each of the foregoing.

20.8 The procedures for the creation of, and Amendment to, the Rules and Regulations are set forth in Article 13 of the By-Laws.

ARTICLE 21

TERMINATION OF CONDOMINIUM

21.1 Condominium Termination Events. The Condominium shall continue until the occurrence of any of the following events ("Condominium Termination Events"):

(i) a Substantial Taking by condemnation or eminent domain of the Property; or

(ii) a withdrawal of the Property from the Condominium Act authorized by unanimous vote of all Unit Owners; or

(iii) a Substantial Casualty has occurred and the Unit Owners have not agreed to repair or restore the Building in accordance with Section 5.5.1 of the By-Laws.

Notwithstanding the foregoing provisions of this Section 21.1, no Condominium Termination Event shall be effective without the prior written consent of each Recognized Mortgagee to the extent such written consent is required under the applicable Recognized Mortgage and such Mortgage will not be satisfied with the proceeds of the Taking.

21.2 Termination. In the event of termination of the Condominium, the Property (or in the case of a Taking the portion thereof not Taken) shall be subject to an action for partition by any Unit Owner or lienor as if owned in common. In the event of a Substantial Taking or an Insubstantial Taking, each Unit Owner whose Unit is Taken (whether in whole or in part) shall have the right, at the sole cost and expense of such Unit Owner, to pursue a separate claim against the authority doing the Taking with respect to the portion of the Unit Taken, and to retain the award by the authority without participation by the other Unit Owners.

21.3 Net Proceeds of Partition Sale and Insurance. The net proceeds of sale resulting from an action for partition together with the net proceeds of any insurance maintained by the Board, after deducting all reasonable costs and expenses together with any reasonable legal fees and expenses incurred by the Board in connection therewith (including the costs and expenses to secure and fence in the Property boundary, raze the Building (if necessary) and otherwise make the Building secure and safe), shall be regarded as one fund and shall be divided among all Unit Owners Pro Rata to their respective Common Interests after each Unit Owner first pays off and discharges all unpaid liens in the order of priority of such liens.

ARTICLE 22

WAIVER

No provision contained in the Declaration or the By-Laws (including the Rules and Regulations) shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23

CAPTIONS

The index and the captions inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Declaration or the intent of any provision contained of the Declaration.

ARTICLE 24

CERTAIN REFERENCES

24.1 A reference in the Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context

otherwise requires.

24.2 Unless otherwise stated, all references in the Declaration to Articles, Sections or other provisions are references to Articles, Sections or other provisions of the Declaration. Whenever in the Declaration or the By-Laws the term "including" is used, it shall be deemed to mean "including without limitation," unless expressly stated otherwise.

24.3 Whenever the Declaration or the By-Laws provide that any Party is permitted to perform any act or exercise any rights under the Declaration or the By-Laws, such Party may authorize other Persons to do so, unless otherwise prohibited by applicable Law or the provisions of the Declaration and the By-Laws. Whenever the Declaration or the By-Laws refers to any act performed by, or exercise of rights by, any Party, such reference shall include any acts performed by, or rights exercised by, any such other Person so authorized by such Party.

ARTICLE 25

SEVERABILITY

If any provision of the Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Declaration and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Declaration shall, except as otherwise provided in the Declaration, be valid and enforced to the fullest extent permitted by Law.

ARTICLE 26

COVENANT OF FURTHER ASSURANCES

26.1 The Board (including the Members and officers of the Board), each Unit Owner and all other Persons (including Permitted Users of a Unit and Recognized Mortgagees) having an interest in the Property or a Unit who are subject to the Declaration (each of the foregoing, an "Interested Person"), shall, upon reasonable prior written request of a Party, and at such requesting Party's expense, including any reasonable fees and disbursements of construction professionals and attorneys incurred by the Interested Person in connection with such request, execute, acknowledge and deliver to such Party such instruments, in addition to those specifically provided for in the Declaration, and take such other action as such Party may reasonably request to effectuate the provisions of the Declaration and/or the By-Laws and any transaction contemplated in the Declaration or therein or to confirm or perfect any right to be created or transferred under the Declaration or pursuant to any such transaction ("Required Action").

26.2 Any Interested Person must, within ten (10) Business Days after its receipt of written request therefor, (i) take a Required Action or (ii) object to taking a Required Action. In the event such Interested Person does not take the Required Action or does not object to same within the ten (10) Business Day period then, the Board is hereby authorized as attorney-in-fact for such Interested Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Interested Person and such document or action shall be binding on such Interested Person. In the event of any objection by an Interested

Person as to whether or not a request pursuant to this Section 26.2 involves a Required Action, and upon Arbitration the arbitrator determines that the action in question is a Required Action, then the Board is hereby authorized as attorney-in-fact for such Interested Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Interested Person and such document or action shall be binding on such Interested Person. Any Interested Person who executes, acknowledges or delivers any document or takes any action pursuant to a request by another Party and which constitutes a Required Action under Section 26.1 of the Declaration shall have no personal liability in connection therewith and shall be indemnified, defended and held harmless with respect thereto by the Party making the request.

26.3 Each Unit Owner shall have the affirmative duty to Maintain its respective Unit in such a manner so as to reasonably prevent and avoid imposing an Adverse Effect upon another Party. The Board, a Unit Owner, and a Unit Owner's Recognized Mortgage, may abate and enjoin a violation by such Unit Owner in accordance with Section 5.24 of the By-Laws.

ARTICLE 27

SUCCESSORS AND ASSIGNS

The rights and/or obligations of the Board and the Unit Owners set forth in the Declaration or the By-Laws shall inure to the benefit of and be binding upon any successor or assign of the Board and the Unit Owners and shall constitute and be enforceable with respect to the Property as a covenant running with the Land.

ARTICLE 28

NON-RECOURSE

All covenants, stipulations, promises, agreements and obligations of a Unit Owner contained in the Declaration or the By-Laws shall be deemed to be covenants, stipulations, promises, agreements and obligations of such Unit Owner and not of any shareholder, affiliate, member, partner, trustee, director, officer, manager, employee or agent of such Unit Owner, and no recourse shall be had under the Declaration against any such shareholder, affiliate, member, partner, trustee, director, officer, manager employee or agent. The liability of any Unit Owner under the Declaration or the By-Laws for damages or otherwise, including as a result of any breach of the covenants, stipulations, promises, agreements and obligations of a Unit Owner contained in the Declaration or in the By-Laws, shall be limited to such Unit Owner's interest in its Unit(s) and its rights under the Declaration and under the By-Laws, including (i) the rents, issues and profits thereof, (ii) the proceeds of any insurance policies covering or relating to its Unit and Appurtenant Interest, (iii) any awards payable in connection with the condemnation of its Unit (or its Common Interest) or any part thereof and (iv) amounts received or receivable by a Unit Owner in connection with a sale of its Unit to the extent that such amounts have not been distributed by such Unit Owner. Neither any Unit Owner nor any of its direct or indirect shareholders, affiliates, members, partners, trustees, directors, officers, managers, employees or agents shall have any liability (personal or otherwise) beyond such Unit Owner's interest in its Unit(s) and its rights under the Declaration and the By-Laws and no other property or assets of such Unit Owner or any of its direct or indirect shareholders, affiliate, members, trustees, partners, directors, officers, managers,

employees or agents of such Unit Owner shall be subject to levy, execution or other enforcement procedures for the satisfaction of the Board's, any other Unit Owner's or any other Person's remedies under the Declaration or under the By-Laws or at law or in equity with respect to the Declaration or the By-Laws or the Condominium.

ARTICLE 29

INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in the Exhibits annexed to the Declaration are each incorporated in the Declaration by this reference and made a part of the Declaration as if set forth at length in the text of the Declaration.

ARTICLE 30

PROVISIONS REGARDING INTERNATIONAL ORGANIZATIONS

30.1 Waiver of Immunity. By its acceptance of a deed to a Unit, or the succeeding to title to, or the entering into of a lease or the act of occupancy of a Unit or part thereof, each Unit Owner or Permitted User that is a foreign government or the United Nations, any agency, department, embassy, consulate or mission or governmental entity of a foreign state or the United Nations, or any other international organization or instrumentality entitled to diplomatic or sovereign immunity (each, an "International Organization"):

30.1.1 Expressly acknowledges and agrees that the purchase or lease of such Unit constitutes Non-Residential activity by such International Organization within the meaning of the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. §1602, et seq., as the same may be amended or modified ("FSIA");

30.1.2 Expressly and voluntarily waives any sovereign immunity from the personal jurisdiction of the courts of the United States and of a State as to any controversy, dispute or Claim in connection with or relating to the Condominium Documents, the Property or its ownership, use, occupancy or operation of its Unit;

30.1.3 Expressly and voluntarily waives all rights to immunity from pre judgment attachment, attachment in aid of execution, or from execution, upon a judgment entered by a court of the United States or of a State, irrespective of the use of the Unit;

30.1.4 Irrevocably and unconditionally (i) consents to any suit, action or proceeding arising out of or relating to the Condominium Documents, the Property or its ownership, lease, use, occupancy or operation of its Unit being brought in any state or federal court in the City and State of New York; (ii) waives any objection which it may have now or hereafter to the laying of the venue of any such suit, action or proceeding under clause (i) above, in any such court, or claim that any such suit, action or proceeding under clause (i) above, has been brought in an inconvenient forum; and (iii) acknowledges the competence of any such court and submits to the jurisdiction of any such court in any such suit, action or proceeding; and (iv) agrees that any final non-appealable order or

judgment issued by any such court in any such suit, action or proceeding shall be conclusive and binding upon it and may be enforced in the courts of such International Organization's country of origin once a further judgment has been obtained in the courts of such International Organization's country of origin, which further judgment may as a matter of practice be obtained without re-litigation on the merits of the matter adjudicated upon by such state or federal court in the City and State of New York, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its obligation; provided that service of process is effected upon it in the manner specified above or as otherwise permitted by law; and (v) irrevocably consents to service of process upon it out of said courts in any such suit, action or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to such International Organization at the Property; and

30.1.5 Agrees that, in connection with any such suit, action or proceeding in the state or federal courts in the City and State of New York, to the extent that FSIA is applicable to such International Organization, the waiver of immunity and arrangements for service of process set out in the Declaration are made in conformity with, and shall be governed by FSIA, and the foregoing provisions constitute a special arrangement for service between such International Organization and each other Person entitled to enforce the provisions of this Article for the purposes of FSIA.

30.2 Designation of Agent for Service of Process. For the purpose of any suit, action or proceeding taken in any state or federal court in the State of New York, each International Organization shall designate and maintain an agent for service of process in the City and State of New York, a copy of which designation shall be promptly submitted to the Board. Absent a written designation of another Person executed and delivered to the Board by the International Organization, each International Organization shall be deemed to have irrevocably designated, appointed and empowered the Condominium Managing Agent as its duly authorized and lawful agent to receive process for and on behalf of such International Organization in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Condominium Documents, the Property, or the International Organization's ownership, use, occupancy and operation of its Unit. Nothing contained in the Declaration is intended or shall be deemed to limit the rights of the Board or any other Unit Owner to serve process in any other country or any other manner permitted by law or to bring any legal action or proceeding or to obtain an attachment or execution of judgment in any competent jurisdiction, including in the courts of the International Organization's country of origin.

30.3 Compliance with Law. If, as a result of its status as a Governmental Authority or International Organization, any Unit Owner or Permitted User is exempt from compliance with any Laws required to be complied with under the Declaration or the By-Laws, such Governmental Authority or International Organization, by its acceptance of the deed to its Unit or the entering into a lease or other act of occupancy of a Unit: (i) shall be deemed to have agreed to comply and shall be required under the Declaration to comply with such Laws notwithstanding any exemption therefrom and (ii) shall be liable to the other Unit Owners, the Condominium and the Board for any Claims arising from its non-compliance with such Laws. Notwithstanding the foregoing, no Unit Owner shall be required to pay any real estate taxes or sales and use taxes for which it has an exemption (except to the limited extent set forth in Section of the By-Laws) or comply with any Laws which it has successfully contested, to the extent (A) such contest is permitted under the

Declaration or the By-Laws and (B) the basis for such contest is not such Unit Owner's status as a Governmental Authority or International Organization.

ARTICLE 31

PRIORITY OF LIEN FOR COMMON CHARGES

31.1 Entitlement to Lien. All sums due under the Declaration or the By-Laws for Common Charges (whether actual or estimated), Special Assessments and Unit Expenses which become due and payable under the Declaration or the By-Laws by a Unit Owner (whether or not the underlying expense, cost or liability has been paid by the Board and whether or not an advance is made to the Board with respect thereto by the other non-Defaulting Unit Owner) shall be deemed to be "common charges" under the Condominium Act and, if not paid when due, shall, together with interest thereon at the Default Rate, until paid, constitute a lien on the interest of the delinquent Unit Owner on its Unit. Each Unit Owner consents to the filing by the Board (or any Board Member or officer on behalf thereof) after an Event of Default of any and all documentation necessary or desirable to perfect and/or secure such lien, and all costs and expenses incurred to so perfect and/or secure such lien shall itself be a Unit Expense of and paid by the Unit Owner of the Unit against whom such lien is filed. If the Board (or a Board Member or officer on behalf thereof) shall file a notice of lien or other documentation to perfect and/or secure a lien for unpaid Common Charges against the interest of a delinquent Unit Owner in its Unit by the Board (or a Board Member or officer on behalf thereof). Notice of such unpaid "common charges" must be provided to the applicable Recognized Mortgagee with opportunity to cure same within ten (10) Business Days following receipt of such Notice, and the Board shall accept any such cure by such Recognized Mortgagee. If Notice of any such lien is not received by such Recognized Mortgagee, then such lien shall not be binding upon such Recognized Mortgagee and no enforcement, foreclosure or realization action may be taken in respect of such lien. If uncured, the Board (or a Board Member or officer on behalf thereof) thereafter shall file a notice of lien or other documentation to perfect and/or secure a lien against the interest of a delinquent Unit Owner in its Unit for such unpaid Common Charges, Notice thereof shall be promptly provided to the Unit Owner and the applicable Recognized Mortgagee. Upon payment of the amount secured by any lien which is filed as aforesaid (including all interest due thereon), a Unit Owner shall be entitled to an instrument from the Board, duly executed and acknowledged and in recordable form, certifying to the fact of payment and satisfaction of such filed lien.

31.2 Priority of Common Charges Lien. To the fullest extent permitted by Law, the lien for Common Charges (including Special Assessments and Unit Expenses), together with interest thereon, held by the Board, and the lien of the Board to secure Common Charges (including Special Assessments and Unit Expenses), together with interest thereon, shall be prior to all other liens except only liens for taxes assessed against the Unit in favor of any assessing Governmental Authority and the liens of any Recognized Mortgages.

31.3 Decision of the Board to File a Lien. The decision of the Board to file a lien for unpaid Common Charges (including Special Assessments and Unit Expenses) against a Unit shall be made by a majority of the Disinterested Board Members in accordance with the provisions of Section 5.12 of the By-Laws.

ARTICLE 32

GENERAL DEFAULT PROVISIONS

32.1 Remedies of the Board.

32.1.1 Generally. The Board shall be entitled upon the occurrence of a default, after the giving of any required Notice and the expiration of any applicable grace periods (each, an "Event of Default"), to exercise any remedies it may have at law or in equity with respect to such Event of Default, including the right to specific performance or injunction where appropriate. Notwithstanding the foregoing, the Unit Owners agree that a remedy of specific performance or injunction shall be appropriate in the event of a breach or threatened breach by any Unit Owner or Permitted User of any of the provisions of the Declaration or the By-Laws, such remedy to be available whether or not such default has ripened into an Event of Default.

32.1.2 Setoff Right. Upon the occurrence and during the continuance of an Event of Default, the Board shall be entitled to apply against any Unit Owner's unpaid Common Charges or any other amount due and owing to the Board under the Declaration or the By-Laws from such defaulting Unit Owner ("Defaulting Unit Owner"), such Defaulting Unit Owner's share of any common income or profits or any other amount which the Board would otherwise be obligated to pay to such Defaulting Unit Owner (and any such application shall be deemed to satisfy the Board's obligation under the Declaration to distribute or pay such funds to such Defaulting Unit Owner, up to the amount so applied); provided, however that the Board shall be required to notify the Defaulting Unit Owner prior to offsetting such unpaid amounts against any such common income or profits or any other such amount.

32.1.3 Right of Non-Defaulting Unit Owner to Pay. If a Unit Owner has failed to make any payment of any Common Charges or other amount which is then due and payable under the Declaration or the By-Laws, the other Unit Owners ("Creditor Unit Owner") shall have the right, but not the obligation, to advance such amount (or any portion thereof) to the Board, but the foregoing shall not affect the obligation of the Defaulting Unit Owner to pay such Common Charges or other amount. With respect to any amount advanced by a Creditor Unit Owner as provided above, such Creditor Unit Owner shall be entitled to receive (and the Board shall immediately pay over to such Creditor Unit Owner) any amount paid to the Board by or on behalf of the Defaulting Unit Owner toward or otherwise recovered by the Board with respect to such Common Charges or other amounts due and payable under the Declaration or the By-Laws up to the amount so advanced therefor, with interest, if payable under the Declaration, on such defaulted payment at the Default Rate for the period from the date such funds were so advanced by such Creditor Unit Owner through the date such defaulted payment is so paid by or on behalf of such Unit Owner or otherwise recovered by the Board.

32.2 Damages. Unless expressly so stated to the contrary in the Declaration or the By-Laws, no rights or remedies afforded to the Board or. any Unit Owner under this Article 32 or any other provision of the Declaration or the By-Laws shall entitle any Party to any consequential,

special or punitive damages (except to the extent of any third party Claims therefor in connection with any matters for which a Person is indemnified under any provision of the Declaration or the By-Laws).

32.3 Remedies Cumulative. All rights, remedies and privileges of the Board, any Unit Owner, or any Recognized Mortgagee shall be cumulative, and the exercise of any one or more, or failure to exercise any one or more, shall not constitute an election of remedies, nor shall it preclude the party exercising the same or failing to exercise the same from exercising other and additional rights, remedies or privileges as may be granted to such party by the Declaration, the By-Laws or pursuant to law or equity.

32.4 Unit Owner's Remedies. Without limiting any other rights or remedies a Unit Owner may have with respect to a matter to be resolved by Arbitration, any failure of the Board or any other Unit Owner to comply with its respective obligations under the Condominium Act, the Declaration, the By-Laws, and the Rules and Regulations, or threatened breach of such obligations, shall entitle a Unit Owner to commence an action against such Party solely for injunctive relief prior to the commencement of such Arbitration.

ARTICLE 33

INDEMNIFICATION

33.1 A Unit Owner shall indemnify and hold harmless the other Unit Owners, the Board, or the Resultant Board or Sub-Committee from and against all Claims which may be imposed upon or incurred by any of the foregoing by reason of: (i) any Work performed or required to be performed by such Unit Owner on or about the Property; (ii) any negligence or wrongful acts or omissions on the part of such Unit Owner or any of its officers, directors, shareholders, trustees, members, managers, partners or Permitted Users or (iii) any failure on the part of such Unit Owner to perform or comply with any of the terms or conditions contained in the Declaration and the By-Laws on its part to be performed or complied with; and

33.2 Whenever a Person is required under any provision of the Declaration or the By-Laws to "indemnify" or give any other Person(s) an "indemnification" (each, an "Indemnitor") then such Person shall indemnify, defend and hold harmless the other Person and its respective directors, officers, trustees, partners, members, managers, agents, employees, representatives, successors and assigns (collectively, the "Indemnitees" and individually, an "Indemnitee"), to the full extent lawful, from and against all Claims which shall be paid as incurred, related to or arising from the indemnified matter, including without limitation, reasonable attorneys' fees, disbursements and court costs incurred in connection with the prosecution of such indemnification. The Indemnitor shall reimburse the Indemnitee, upon demand, for any moneys which the Indemnitee is required to pay out for any reason whatsoever, either in connection with, or as an expense in defense of, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Indemnitee, or both parties, jointly or severally.

33.3 The Indemnitor shall defend the applicable Indemnitee with counsel reasonably satisfactory to such Indemnitee, shall keep the Indemnitee apprised of all legal proceedings and shall not enter into any settlement without the Indemnitee's prior written consent, which shall not

be unreasonably withheld; provided that the Indemnitee Party shall not be deemed to be unreasonable if the settlement does not provide for a complete release of all civil and criminal liabilities and payments against the Indemnitee. Promptly after receipt by the Indemnitee of Notice of any claim or the commencement of any action or proceeding covered by the indemnity pursuant to any of the provisions of the Declaration or the By-Laws, the Indemnitee shall notify the Indemnitor and the Board (if the Board is not the Indemnitor in such case) in writing of such claim or the commencement of such action or proceeding. The indemnifying Person's insurer shall be entitled to assume the defense of any Claim. In such event, the counsel selected by such insurer shall be deemed satisfactory to the Indemnitee. If the Indemnitee chooses to retain separate counsel with respect to any matter for which the Indemnitee is indemnified under the Declaration, the Indemnitee shall not be entitled to indemnification for attorneys' fees or disbursements incurred in connection therewith except in the event of a conflict of interest which requires the Indemnitee to retain separate counsel.

33.4 The provisions of this Article 33 shall be applicable to any indemnity given or required to be given under the provisions of the Declaration or the By-Laws, whether or not expressly so stated in any particular provision giving or requiring such indemnity, whether involving Units or Resultant Units. Nothing contained in this Article 33 shall be deemed to supersede or circumscribe any express limitation on or express expansion of any indemnity given or required to be given under the provisions of the Declaration or the By-Laws.

ARTICLE 34

GENERAL

34.1 Cooperation. The Unit Owners shall act in a spirit of cooperation in order to further the interests of the Condominium, and, except to the extent expressly limited or conditioned in the Declaration, the By-Laws or the Rules and Regulation, or otherwise in conflict with the interests of a given Unit Owner, in a manner that will not impede, interfere or oppose the rights of another Unit Owner to the use and enjoyment of its respective Unit. Whenever a Party is required under any provision of the Declaration or By-Laws to cooperate with another Party, at no cost or expense to the cooperating Party, the cooperating Party shall not incur any liability for providing such cooperation, and the Party requesting such cooperation shall indemnify and hold the cooperating Party harmless from and against all Claims by any Person arising out of such cooperation, except in the event of the cooperating Party's gross negligence or willful misconduct or unjustified failure to cooperate.

34.2 No Requirement to be Reasonable. Notwithstanding anything contained in Section 34.1 of the Declaration to the contrary, any consent or approval required of a Unit Owner in any provision of the Declaration or the By-Laws may be withheld in such Unit Owner's sole and absolute discretion, unless the provision requiring such consent or approval expressly states that such Unit Owner shall not unreasonably withhold, condition or delay such consent or approval. If any dispute shall arise as to whether a party is acting reasonably, such dispute shall be resolved by Arbitration pursuant to Article 10 of the By-Laws.

34.3 Common Expenses. In accordance with Section 339-m of the Condominium Act, Common Expense may be specially allocated and apportioned to the Units based on special or

exclusive use or availability or exclusive control of a particular Unit or Common Elements by a particular Unit Owner, as more particularly set forth in the By-Laws.

ARTICLE 35

EXCESS DEVELOPMENT RIGHTS

35.1 Any and all Excess Development Rights now or hereafter related to the Property shall initially be retained by the Declarant or its successors or assigns. The Excess Development Rights may be utilized by the Declarant to affect an increase in the size of the Residential Units or for any other purpose in accordance with the Law, or transferred or leased to (i) the Board or another Unit Owner, or (ii) a third party purchaser (each, an "EDR Purchaser") pursuant to a Declaration of Zoning Lot Restrictions ("Zoning Lot Declaration"), merging the Property into a single zoning lot, and a zoning lot development agreement or other similar agreement or instrument (each, a "ZLDA"). Use or transfer of the Excess Development Rights by the Declarant is subject to the following conditions: (i) the existing floor area of the Units shall not be reduced as a result thereby; (ii) there is no Adverse Effect on the Unit Owners or their Units; (iii) the Unit Owners shall not be responsible for any costs and expenses incurred to add floor space to the Residential Units utilizing such Excess Development Rights; and (iv) in the event the Excess Development Rights are utilized to add floor space to a Residential Unit, then the proportionate share of each Unit's Common Interest, and the share of Common Expenses allocated to each Unit, shall be equitably adjusted so that each Unit Owner bears a fair proportionate share of Common Expenses taking into account such additional floor space in the Building, if any.

35.2 The Unit Owners, by accepting deeds or otherwise succeeding to title to a Unit (whether by gift, descent, inheritance, distribution, transfer, merger, consolidation, liquidation, dissolution or otherwise), shall thereupon automatically have, and shall conclusively be deemed to have, irrevocably and unconditionally agreed that the Excess Development Rights, and all benefits to be derived therefrom, shall exclusively be owned by and belong to, without participation by the Unit Owners or their successors and assigns, and shall be controlled by the Declarant or the EDR Purchaser, as the case may be. Each Unit Owner waives any rights it may have as a "party in interest", as such term is defined in the Zoning Resolution of the City of New York, and shall cause all other "parties in interest" by reason of any action of the other Unit Owners, including a Recognized Mortgagee, to likewise waive such rights, by the execution and delivery to the Declarant of any documents required to waive such "party in interest" rights with respect to the transfer or Merger (as hereinafter defined). Any mortgagee holding a mortgage secured by a Unit, upon the making of such mortgage is deemed to have consented to the foregoing rights of the Declarant with respect to the Excess Development Rights and waives any rights it may have as a "party in interest."

35.3 Notwithstanding the foregoing, the Declarant may (i) sell the Excess Development Rights to the Residential Committee or the Board, which may incorporate and utilize the same with respect to the Residential Section or the Condominium (other than within the Non-Residential Section), as the case may be, (ii) re-allocate same within the Condominium, and/or (iii) transfer same outside of the Condominium in accordance with the terms of the ZLDA; provided, that the Declarant shall only be permitted to undertake such actions if such actions (A) are in compliance with the ZLDA, and (B) do not violate any applicable Laws.

35.4 The Board and each Unit Owner shall be required, upon request of the Declarant or EDR Purchaser, to execute and deliver any documents or applications reasonably requested in connection with any Merger (as hereinafter defined), Zoning Lot Declaration, and/or ZLDA.

35.5 Without limiting the foregoing, the Unit Owners hereby irrevocably nominate, constitute and appoint the Declarant or its designee as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, to (i) effectuate the acquisition, sale, lease, transfer, assignment, sublease, pledge, hypothecation or encumbrance of, or other action by the Declarant with respect to, the Excess Development Rights; (ii) effectuate the use of the Excess Development Rights for any purpose, including, without limitation, to effect an increase in the size of the Residential Section; (iii) effectuate a merger or division of the zoning lot (the "Merger") for the purpose of transferring all or any portion of the Excess Development Rights (including, without limitation, the execution of Zoning Lot Declaration and ZLDA), or (iv) permit an EDR Purchaser, once the Merger has occurred, to acquire and utilize Excess Development Rights from other zoning lots, including, without limitation, the Excess Development Rights attributable to landmark parcels (as that term is used in the Zoning Resolution) located on blocks neighboring the block in which the Property is located, all in accordance with the Zoning Resolution.

35.6 Neither the Board, the Residential Committee, nor the Unit Owners (i) shall appear in opposition to the Declarant in any action or hearing brought, sought or defended by the Declarant and/or the Residential Committee or the Board before any governmental agencies arising out of or in connection with any zoning or variance applications filed by Declarant and/or the Residential Committee or the Board, as the case may be, in connection with, and necessary in order to effect the incorporation of Excess Development Rights into the Residential Section, provided that such incorporation of the Excess Development Rights into the Residential Section is in accordance with and complies with the terms of the Declaration, and (ii) shall, to the extent required by applicable Law, execute such instruments as are necessary to process any such zoning or variance application; provided on both such instances that the terms of the Declaration are complied with.

35.7 The Unit Owners hereby irrevocably nominate, constitute and appoint the Declarant and/or the Residential Committee or the Board, as applicable, as the Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution to execute such instrument, provided that such instrument complies with and is in accordance with the terms of the Declaration.

35.8 Any mortgagee and other party in interest holding a mortgage secured by a Unit or having another interest in a Unit, upon the making of said mortgage or acquiring such interest, is deemed to have consented to the foregoing rights of the Unit Owners or their designees with respect to the Excess Development Rights. Notwithstanding the foregoing, such mortgagee or other party in interest shall be required, upon the request of the Declarant or an EDR Purchaser, to execute and deliver any waivers, consents and subordinations to evidence such consent and subordination the form and content of which shall be subject to the reasonable consent of such mortgagee or other party in interest.

35.9 The Board and each Unit Owner shall be required, upon the request of the Declarant, the Residential Committee or the Board, or their respective designees, or an EDR Purchaser, as the case may be, to execute and deliver any documents or applications reasonably required in connection therewith so long as such documents are consistent with the provisions of

this Declaration.

35.10 Notwithstanding anything to the contrary in this Article 35, in the event that either the Declarant and/or the Residential Board utilizes the Excess Development Rights to enlarge a Residential Unit and/or the Residential Section, any such enlargement shall be undertaken in a manner that reasonably minimizes any interference with the use of the of the Non-Residential Unit and shall be subject to terms of the Declaration and Bylaws, including but not limited to Section 5.20.12 of the Bylaws with respect to the installation of Construction Equipment.

35.11 In the event of an "up-zoning" following the issuance of a permanent certificate of occupancy as to each Unit, which up-zoning creates additional Excess Development Rights with respect to the Building, such additional Excess Development Rights shall be allocated among and become part of the Units in the same proportion that the total square footage of Excess Development Rights is allocated among the Units at the time of such "up-zoning", provided, however, that any Excess Development Rights that would otherwise be allocated to the Units shall be allocated to, and made a part of, the Excess Development Rights that are subject to this Article.

35.12 In the event that there is a "down-zoning" following a casualty, and the Building can only be restored subject to such down-zoning, the Excess Development Rights shall be allocated proportionately in accordance with Exhibit B.

* * * * *

IN WITNESS WHEREOF, Declarant has caused the Declaration to be executed as of the ___ day of _____, 20__.

DECLARANT:

EMPSRGGREENE LLC

By: _____
Name: Elie Pariente
Title: Authorized Signatory

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the ___ day of _____, in the year 20__, before me, the undersigned, personally appeared Elie Pariente, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

EXHIBIT A

DESCRIPTION OF THE LAND

47-49 Greene Street Condominium
47-49 Greene Street
New York, New York 10013

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, COUNTY OF NEW YORK AND CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY SIDE OF GREENE STREET AT A POINT DISTANT 175 FEET NORTHERLY FROM THE CORNER OF ITS INTERSECTION WITH THE NORTHERLY SIDE OF GRAND STREET;

THENCE NORTHERLY ALONG THE WESTERLY SIDE OF GREENE STREET 48 FEET 4 INCHES;

THEN WESTERLY AT RIGHT ANGLES TO GREENE STREET 100 FEET;

THENCE SOUTHERLY PARALLEL WITH GREENE STREET 48 FEET 4 INCHES; AND

THENCE EASTERLY AT RIGHT ANGLES TO GREENE STREET 100 FEET TO THE POINT OR PLACE OF BEGINNING.

EXHIBIT B

DESCRIPTION OF THE UNITS
47-49 Greene Street Condominium
New York, New York 10013

[TO BE DISCLOSED THE POST-CLOSING AMENDMENT FOR THIS PLAN]

Unit Designation	**Unit Approximate Size in Square Feet**	**Limited Common Element Approximate Size in Square Feet**	**Tax Lot Number**	**Common Interest (%)**	**Location in Building**	**Common Elements to which Unit has access**
TOTAL:				**100.0000**		

EXHIBIT C

DEFINITIONS

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

"47-49 Greene Street Condominium" shall mean the name by which the Condominium and the Building will be designated and known.

"Access Costs" shall mean the reasonable actual out-of-pocket costs (but not consequential damages) incurred by an Impacted Owner as a result of the exercise by an Exercising Party of the easements and rights of access granted by the Declaration and By-Laws, including, but not limited to, the cost of Repairs to the Impacted Owner's Unit and security measures incurred by the Impacted Owner as a result of the exercise of the easement and right of access under the Declaration and the By-Laws.

"Adverse Effect" shall mean any action or proposed change with respect to any Unit or Unit Owner, that such action or change could, if realized, (i) increase the Common Charges payable by a Unit over those set forth in the budget of the Condominium in effect at the time in question by twenty five percent (25%) or more, (ii) materially and permanently interfere with such Unit Owner's access to its Unit and/or the Common Elements, (iii) otherwise materially diminish or interfere with the use, occupancy or enjoyment of a Unit and/or the Common Elements, (iv) increase a material non monetary obligation of such Unit Owner, (v) prevent or materially interfere with the normal conduct of business carried on within a Unit or the use of the Unit for its lawful purpose, (vi) unreasonably interfere with the sale, lease, permitted use or other disposition of a Unit by a Unit Owner, including by imposition of new or discriminatorily imposed fees or charges in connection with any of the foregoing; (vii) abridge, suspend, curtail, limit, eliminate or otherwise adversely impact any right, power, easement, privilege or benefit granted or reserved in the Declaration or the By-Laws to such Unit or Unit Owner; or (viii) materially physically modify the size, layout or amenities appurtenant to a Unit.

"Affiliate" shall mean as to any Person, any other Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means (a) the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person or (b) ownership of more than twenty-five percent (25%) of the equity interests of such Person.

"Agreed Amount Valuation" shall mean an agreed statement of property value, signed by the Board if required, pursuant to a provision in the Non-Residential property insurance policy that suspends the coinsurance clause until a specified expiration date.

"Alterations" shall mean decoration, demolitions, alterations, installations, additions, modifications and improvements, including the installation of new or additional Facilities, the relocation of Facilities, the installation of new or additional Building Systems Equipment and the

relocation of Building Systems Equipment.

"Amended and Restated Declaration" shall mean the amended and restated instrument creating the Condominium, as the same may be amended from time to time.

"Amended and Restated Floor Plans" shall mean the amended and restated floor plans of the Building certified by [_____], Architect, approved by the New York Real Property Assessment Department and filed in the City Register's Office contemporaneously with the recording of the Amended and Restated Declaration, as such Amended and Restated Floor Plans may be amended from time to time.

"Annual Budget" shall have the meaning ascribed thereto in Section 5.1.2 of the By-Laws.

"Approved Annual Budget" shall have the meaning ascribed thereto in Section 5.1.3 of the By-Laws.

"Appurtenant Interest" shall mean, with respect to a Unit, the undivided interest of the Unit Owner, pursuant to the terms of Section 339-i of the Condominium Act, in and to: (i) the Common Elements; (ii) any Unit owned or leased at the time in question by the Board or its designee, corporate or otherwise on behalf of all Unit Owners; (iii) any proceeds of the sale or rental of a Unit of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

"Arbitration" shall have the meaning ascribed thereto in Section 10.1 of the By-Laws.

"Architect" shall mean an architect or construction consulting or engineering firm that provides engineering and/or architectural services, which is experienced in the design and operation in the City of New York of structures similar to the Building, and is licensed in New York State.

"Authorized Notice Work" shall have the meaning ascribed thereto in Section 5.16.2.1 of the By-Laws.

"Award" shall have the meaning ascribed thereto in Section 8.1 of the By-Laws.

"B&M Equipment" shall have the meaning ascribed thereto in Section 5.2.2.4 of the By-Laws.

"Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Board Member," "Member," or "Member of the Board" shall mean a member of the Board designated or elected by a Unit Owner.

"Board Officer," "Officer," or "Officer of the Board" shall mean an officer of the Board elected and/or designated by the Board Members.

"Building" shall mean the building located at 47-49 Green Street, New York, New York

10013.

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

"Building Systems" shall mean any of the systems in the Building providing heat, sprinkler, water, electric, gas, sewer and fire protection or similar services serving the Units (or any Resultant Units).

"Building Systems Equipment" shall mean all mechanical, electrical or other equipment or Facilities which are part of or used in connection with the Building Systems.

"Business Day" shall mean any day of the year that is not a Saturday, Sunday or legal holiday recognized by the Federal government or the government of the State of New York.

"By-Laws" shall mean the by-laws governing the operation of the Condominium, which are set forth as Exhibit D to the Declaration, as same may be amended from time to time.

"City Register's Office" shall mean the Office of the New York City Register, County of New York.

"Claims" shall mean claims, counterclaims, suits, actions or proceedings and any other liabilities, losses, damages, penalties, charges, costs and expenses.

"Combination" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Combining Unit Owner" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Non-Residential Leases" shall have the meaning ascribed thereto in Section 17.1 of the Declaration.

"Non-Residential Unit" shall mean the Unit designated as the Non-Residential Unit as more particularly described in Article 6 and Exhibit B to the Declaration and the Floor Plans. The Non-Residential Unit is also referred to as "COMM."

"Non-Residential Unit Owner" shall mean the owner of the Non-Residential Unit at the time in question.

"Common Charges" shall have the meaning ascribed thereto in Section 5.1.2 of the By-Laws.

"Common Elements" shall have the meaning ascribed thereto in Section 8.1 of the Declaration.

"Common Element Work" shall have the meaning ascribed thereto in Section 5.17.1 of the By-Laws.

"Common Expenses" shall mean (i) all costs and expenses attributable to the Maintenance,

Repair, care, upkeep and operation of, and the performance of any Alterations in and to the Common Elements (including, without limitation, accounting, legal, architectural, engineering or other professional or service fees); (ii) the insurance maintained by the Board as described in the By-Laws; (iii) the salaries, wages and other compensation of any employees of the Condominium or the Condominium Managing Agent required to be paid by the Condominium under the Management Agreement; (iv) the fees of or any other compensation paid to the Condominium Managing Agent; (v) all costs and expenses paid or incurred by the Condominium in connection with the purchase, lease or sublease by the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Units acquired by the Board; and (vi) all such other items provided for in the Declaration or the By-Laws to be Common Expenses.

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

"Condominium" shall mean the regime of condominium ownership of the Property

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

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

"Condominium Insurance" shall have the meaning ascribed thereto in Section 5.2.1 of the By-Laws.

"Condominium Liability Insurance" shall have the meaning ascribed thereto in Section 5.2.1.5 of the By-Laws.

"Condominium Managing Agent" shall mean a property manager which (i) is a reputable management company, having all required licenses in good standing, having at least three (3) years' experience in the management of mixed use buildings in the City of New York (ii) is not, and has not during the prior three (3) year period been the subject of a bankruptcy or similar insolvency proceeding or licensing proceeding instituted by the Secretary of State, (iii) performs its management services in a first-class manner consistent with the standards of a top-quality management company in the City of New York, and (iv) has the personnel and other resources to perform its services for the Property under any management agreement to be entered into in accordance with Section 2.4 of the By-Laws consistent with the Operating Standard.

"Condominium Property Insurance" shall have the meaning ascribed thereto in Section 5.2.1.1 of the By-Laws.

"Condominium Recognition and Non-Disturbance Agreement" shall have the meaning ascribed thereto in Section 7.20.2 of the By-Laws.

"Condominium Termination Events" shall have the meaning ascribed thereto in Section

21.1 of the Declaration.

"Consumer Price Index" shall have the meaning ascribed thereto in Section 11.7 of the By-Laws.

"Construction Equipment" shall have the meaning ascribed thereto in Section 5.20.12 of the Bylaws.

"Construction Parties" shall mean the architects, engineers, construction managers, contractors, subcontractors, expediters, consultants, experts and other professionals and representatives engaged to design, engineer, manage, supervise, monitor, conduct, execute or otherwise perform Work.

"Contractor" shall mean a qualified general contractor or construction manager with significant experience in the construction of structures in New York City similar to the Building licensed in New York State.

"Creditor Unit Owner" shall have the meaning ascribed thereto in Section 32.1.3 of the Declaration.

"Day" shall mean any day of the year unless expressly stated to be a Business Day.

"Debtor Unit Owner" shall have the meaning ascribed thereto in Section 5.12 of the By-Laws.

"Declarant" shall mean EMPSRGGREENE LLC, Delaware limited liability company, and its successors and assigns.

"Declaration" shall mean the Amended and Restated Declaration, as the same may be amended from time to time.

"Declaration Date" shall mean the date the Declaration is recorded and the Floor Plans filed in the City Register's Office.

"Default Costs" shall have the meaning ascribed thereto in Section 5.12 of the By-Laws.

"Default Rate" shall mean the lesser of (a) the interest rate equal to ten percent (10%) in excess of the annual prime rate announced from day to day by J.P. Morgan Chase Bank in New York, New York, or its successor, or, if there is no such successor, as reported by The Wall Street Journal, or, if The Wall Street Journal ceases to publish the "prime rate", then an equivalent publication that publishes such "prime rate" as selected by the Board; or (b) the maximum rate then permitted by Law and shall be imposed from the first day any sum is due from a Unit Owner pursuant to the Declaration, the By-Laws or the Rules and Regulations.

"Defaulting Unit Owner" shall have the meaning ascribed thereto in Section 32.1.2 of the Declaration.

"Depositary" shall mean any insurance company, savings bank, savings and loan

association, Non-Residential bank or trust company having an office in the Borough of Manhattan with net assets or capital surplus and undivided profits of not less than Five Hundred Million Dollars ($500,000,000) having a long term credit rating from Standard & Poor's Ratings Services of not less than "A", as selected by the Board, with the reasonable approval of Recognized Mortgagees, if any, to the extent such consent is required under the applicable Recognized Mortgage or Recognized Mortgage Loan Documents, and that agrees to perform the obligations of "Depositary" under the Declaration and apply any funds received as Depositary in accordance with the Declaration and the By-Laws. Declarant's Recognized Mortgagee shall serve as the Depositary until such time that such mortgage lien no longer encumbers any Unit owned by Declarant.

"Designated Appraiser" shall have the meaning ascribed thereto in Section 21.8 of the Declaration.

"Disinterested Board Member" shall mean a member or members of the Board having no interest, direct or indirect, pecuniary or otherwise, in the decision to be made or the transaction to be conducted by the Board.

"Emergency" shall mean any situation where the applicable Person, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any material portion of the Building or Property, (ii) to protect any person from harm, (iii) to avoid the suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property, (iv) to prevent a material business interruption, or (v) to avoid a default under a Recognized Mortgage.

"Event of Default" shall have the meaning ascribed thereto in Section 32.1.1 of the Declaration.

"Excess Development Rights" shall mean all of the development rights and unused "floor area," as determined by the Zoning Resolution or otherwise, that now exist or may in the future become available in respect of the Property and/or development site of which the Property becomes a part, and any other similar rights that may hereafter become available in respect of the Property, or that may hereafter be acquired by the Declarant or its respective affiliates with respect thereto.

"Exercising Party" shall mean the Party or Parties exercising such easements or rights of access as granted by the Declaration and By-Laws.

"Existing Leases" shall have the meaning ascribed thereto in Section 17.1 of the Declaration.

"Existing Tenant" shall mean a tenant under an Existing Lease.

"Exterior Facade" shall mean the outer portion of the Building above grade, including, but not limited to, the exterior of all doors, masonry, aluminum or other skin materials, walls or parapets, whether or not visible from street level, but excluding the storefront or windows of any Unit.

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

"Floor Plans" shall mean the Amended and Restated Floor Plans of the Building.

"Force Majeure" shall mean unavoidable delays due to acts of God, weather, fire, flood, explosion, war, riot, sabotage, epidemics, quarantine, acts of terrorism, freight embargos, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, governmental restrictions, preemptions or approvals, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the control of a Unit Owner, however for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond control.

"FSIA" shall have the meaning ascribed thereto in Section 30.1.1 of the Declaration.

"Governmental Authority" shall mean any authority, agency, department, assessor, board, body, court or other instrumentality of federal, state, county, municipal, village, local, foreign, international, regional, domestic or other governmental or quasi-governmental authority having jurisdiction over all or a portion of the Property.

"Hazardous Materials" shall mean any petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive materials in smoke detectors), biohazards and medical waste, polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a chemical, element, compound, solution, mixture or otherwise, including, but not limited to, those materials defined as "hazardous substances," "extremely hazardous substances," "hazardous chemicals," "hazardous materials," "toxic substances," "solid waste," "toxic

chemicals," "air pollutants," "toxic pollutants," "hazardous wastes," "extremely hazardous waste," or "restricted hazardous waste" by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever. "Hazardous Material(s)" shall not include any customary cleaning solutions as long as same are stored and used as required by Law.

"Hazardous Materials Laws" shall mean all federal, state, and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements now or hereafter enacted or in force, and any court judgments applicable to a Unit Owner or to the Premises relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

"HVAC Equipment" shall mean the installation, operation and Maintenance of heating, ventilation and air conditioning equipment and similar installations and equipment on the Roof of the Building.

"Impacted Owner" shall have the meaning ascribed thereto in Section 16.4.2 of the Declaration.

"Indemnitees" shall have the meaning ascribed thereto in Section 33.2 of the Declaration.

"Indemnitor" shall have the meaning ascribed thereto in Section 33.2 of the Declaration.

"Initial Control Period" shall mean the period commencing on the date the Offering Plan is accepted for filing by the Attorney General's Office and ending upon the earlier to occur of (i) the fifth (5th) anniversary of the First Closing (as such term is defined in the Offering Plan) of title to any Residential Unit by the Declarant; or (b) the closing of title by Declarant or its designees of all the Residential Units.

"Initial Declaration" shall have the meaning ascribed thereto in Section 2.1 of the Declaration.

"Insubstantial Taking" shall mean any Taking by condemnation or eminent domain, other than a Taking of Substantially All of the Property.

"Interested Person" shall have the meaning ascribed thereto in Section 26.1 of the Declaration.

"International Organization" shall have the meaning ascribe thereto in Section 30.1 of the Declaration.

"JAMS" shall have the meaning ascribed thereto in Section 10.1 of the By-Laws.

"Land" shall mean the parcel of land described in Exhibit A to the Declaration but shall

exclude Excess Development Rights which are expressly reserved and owned separately by the Declarant.

"Land Use Approval" shall have the meaning ascribed thereto in Section 10.2 of the Declaration.

"Law" shall mean any of the following which are applicable at the time in question: laws, ordinances and codes of any or all of the Federal, New York State, New York City, County and Borough governments, including the Buildings Department, the Landmarks Preservation Commission, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law, and all applicable zoning and building laws and requirements.

"Liening Unit Owner" shall have the meaning ascribed thereto in Section 5.27 of the By-Laws.

"LPC" shall mean the Landmarks Preservation Commission of the City of New York or any successor agency.

"Maintenance", "Maintain" or "Maintaining" shall mean the maintenance, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, decorating, painting, washing, waterproofing and other work as and when necessary or desirable to any portion of the Building in accordance with the Operating Standard.

"Mortgage Loan Documents" shall have the meaning ascribed thereto in Section 5.2.1.1 of the By-Laws.

"NAM" shall have the meaning ascribed thereto in Section 10.1 of the By-Laws.

"Naming Rights" shall have the meaning ascribed thereto in Section 2.3 of the Declaration.

"Net Award" shall have the meaning ascribed thereto in Section 8.1 of the By-Laws.

"Notice" shall have the meaning ascribed thereto in Section 4.1 of the By-Laws.

"Notice Work" shall have the meaning ascribed thereto in Section 5.16.2 of the By-Laws.

"Notice Work Conditions" shall have the meaning ascribed thereto in Section 5.16.2 of the By-Laws.

"Offering Plan" refers to the offering plan for the sale of Residential Units at the Condominium, as the same may be amended from time to time.

"Operate," "Operation" shall mean to determine, conduct, transact, perform and manage all activities, matters, business and affairs of: (a) the Condominium and its assets; (b) a Common Element; (c) a Unit; or (d) the entire Property, as the context requires or as otherwise indicated by the text. This term also includes (where appropriate) the functioning, working or running of

Facilities.

"Operating Standard" shall mean a standard of operation and management that is (i) in compliance with all applicable Laws, subject to the right to contest such Laws under Section 5.25 of the By-Laws; (ii) in compliance with the requirements of the Declaration, the By-Laws, and the Rules and Regulations, if any; (iii) in keeping with the standards of a mixed-use building in the Property Area with retail tenants of reputation and quality of merchandise at least comparable to that existing on the Declaration Date; and residential, loft-style residential buildings in the vicinity of the Building.

"Original Declaration" shall have the meaning ascribed thereto in Section 2.1 of the Declaration.

"Overtime Hours" shall mean such hours during which a premium on the cost of labor is required to be paid for the performance of the Work being performed or the provision of services being provided.

"Party" or "Parties" shall mean any Unit Owner (including Resultant Unit Owners, if any) and/or the Board, as the context requires.

"Performing Unit Owner" shall have the meaning ascribed thereto in Section 5.16.2 of the By-Laws.

"Permitted User" shall mean any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent), guest, tenant, occupant, customer, patron, invitee, licensee, architect, engineer, designer, consultant, expediter, contractor, subcontractor, workers, representatives, Recognized Mortgagee or any other Person related to, affiliated with, or designated or engaged by or on behalf of the Board or a Unit Owner who has permission to use a Unit and/or a portion of the Common Elements, subject to the terms of the Condominium Documents, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the Board; or (iii) the Condominium Documents; or (iv) Declarant.

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

"Prime Retail Period" shall mean the period from Thanksgiving Day to the next succeeding January 15.

"Prohibited Person" shall mean any Person on the most current list of "Specifically Designated National and Blocked Persons," or on any other similarly designated lists promulgated from time to time by any federal Governmental Authority and with whom the conduct of business is prohibited by Law.

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

to be used in connection therewith.

"Property Area" shall mean the SoHo area of Manhattan.

"Pro Rata" shall mean the proportion that: (i) the Common Interest of a Unit bears to the total Common Interests of all Units or only specified Units: or (ii) the floor area of a Unit bears to the total floor areas of all Units or only specified Units; or (iii) the Common Charges of a Unit bears to the total Common Charges of all Units or only specified Units; or (iv) the facade of the Building enclosing a Unit bears to the total exterior facade building wall area enclosing another Unit or all Units (as indicated); or (v) the fair market value of a Unit and its Appurtenance Interests bears to the total fair market values of all Units or only specified Units and their respective Appurtenance Interests; or (vi) as otherwise specified or indicated by the text.

"Qualified Lease" shall have the meaning ascribed thereto in Section 7.4.2.5 of the By-Laws.

"Qualified Tenant" shall have the meaning ascribed thereto in Section 7.4.2.5 of the By-Laws.

"Recognized Mortgage" shall mean a first mortgage of record, or a pledge or other security agreement encumbering the equity interests of a Unit Owner, in each case, placed upon a Unit or Units pursuant to Section 6.2 of the By-Laws and held by a Recognized Mortgagee.

"Recognized Mortgagee" shall have the meaning ascribed thereto in Section 6.2 of the By-Laws. For the avoidance of doubt, Deutsche Bank AG New York Branch, its successors and/or assigns, shall be deemed a Recognized Mortgagee for so long as its mortgage lien encumbers any Unit.

"Related Costs" shall mean all reasonable fees and expenses incurred by the Board or a Unit Owner in connection with necessary and reasonable inspections of Unit Work or Common Element Work to determine whether the same are being or have been performed in accordance with the approved plans and specifications therefor and all requirements of (i) applicable Legal Requirements; (ii) insurance carriers providing insurance coverage pursuant to Section 5.2.1 of the By-Laws, (iii) the. Declaration; and (iv) the By-Laws (including, with respect to Unit Work or Common Element Work which constitute structural alterations, the fees and expenses of any architect or engineer employed for such purpose).

"Remedy Notice" shall have the meaning specified in Section 5.25.1 of the By-Laws.

"Repair" or derivations thereof shall mean to remedy, fix, correct, renovate, rebuild, restore, refurbish, replace and substitute, and to remove decay or dilapidation, whether structural or non structural, or extraordinary or ordinary (unless otherwise expressly provided), in order to restore a Common Element, a Unit or a Sidewalk to good and proper working order, and first-class condition and appearance.

"Replacement Cost" shall ·mean the amount that an insurer will pay under a property insurance policy for the replacement of the property in the event of an insured loss and is understood to mean the cost to replace the damaged property with materials of like kind and quality

without any deduction for depreciation.

"Re-Positioning" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Re-Positioning Unit Owner" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Requesting Owner" shall have the meaning ascribed thereto in Section 10.2 of the Declaration.

"Required Action" shall have the meaning ascribed thereto in Section 26.1 of the Declaration.

"Residential Section" shall have the meaning ascribed thereto in Section 2.2 of the Declaration.

"Residential Committee" shall be defined as the Residential members of the Board.

"Residential Unit" shall mean a Unit designated as a Residential Unit as more particularly described in Article 6 and Exhibit B to the Declaration and the Floor Plans.

"Residential Unit Owner" shall mean the owner of the Residential Unit at the time in question.

"Resultant Unit" or "Resultant Units" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Resultant Unit Owner" or "Resultant Unit Owners" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Roof" shall mean the roof, setback and the like for the Building (including, without limitation, bulkheads, parapets and the protective layers beneath any decking material).

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

"Safety Work" shall mean have the meaning ascribed thereto in Section 5.5.2 of the By-Laws

"Satellite Equipment" shall mean the installation, operation and Maintenance of antennas, satellite equipment, telecommunications equipment, communication facilities and similar installations and equipment on certain Roofs of the Building.

"Sign" or "Signage" or similar words shall mean each and every kind of sign, inscription (on doors, windows or elsewhere), banner, flag, awning, canopy, structure, placard, board, stanchion, display, marquee, flag, flagpole, pennant, aerial, notice, advertisement, or illumination,

art work, poster, logo, or the like, used for sales, rental, promotional, advertising, business, identity or other purpose.

"Special Assessments" shall have the meaning ascribed thereto in Section 5.1.6 of the By-Laws.

"Structural Integrity" shall have the meaning ascribed thereto in Section 5.16.2 of the By-Laws.

"Subdividing Unit Owner" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Subdivision" shall have the meaning ascribed thereto in Section 11.1 of the Declaration.

"Subdivision/Combination/Re-Positioning Amendment" shall have the meaning ascribed thereto in Section 11.4 of the Declaration.

"Substantial Casualty" shall have the meaning ascribed thereto in Section 5.5.1 of the By-Laws.

"Substantially All of the Property" shall have the meaning ascribed thereto in Section 8.4 of the By-Laws.

"Taking" shall have the meaning ascribed thereto in Section 8.1 of the By-Laws.

"Tax Recalculation" shall have the meaning ascribed thereto in Section 5.1.8 of the By-Laws.

"TRIA" shall have the meaning ascribed thereto in Section 5.2.1.1 of the By-Laws.

"Unavoidable Delays" shall mean delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of the Board or a Unit Owner); civil disturbance; order of any government, court or regulatory body claiming jurisdiction; terrorism; war; act of the public enemy; riot; sabotage; blockade; embargo; shortage of or failure or inability to secure materials or labor by reason of priority or similar regulation or order of any government or regulatory body; lightning; earthquake; fire; storm; hurricane; flood; explosion: act of God; or any cause similar to any of the causes hereinabove stated; provided, however, that for purposes of this definition, lack of funds, cost of materials or labor, or inability to obtain financing shall not be deemed to be a cause similar to the causes stated above.

"Unit" shall mean any Unit designated in the Declaration and the Floor Plans, and in the event of a Subdivision, such Resultant Units, and all of such Units are collectively referred to as "Units."

"Unit Expenses" shall mean those expenses incurred by the Board in accordance with the provisions of the Declaration and the By-Laws on behalf of a specific Unit Owner and shall include such expenses expressly provided to be Unit Expenses under the terms of the Declaration or the By-Laws, as well as expenses incurred by a Unit Owner on behalf of another Unit Owner but only

to the extent and under the circumstances expressly permitted under the Declaration and the By-Laws.

"Unit Owner" shall mean a Unit Owner of a Unit, and in the event of a Subdivision, Combination or Re-positioning of a Unit, a Resultant Unit Owner. All of such Unit Owners, including Resultant Unit Owners are collectively referred to as "Unit Owners."

"Unit Owner Insurance" shall have the meaning ascribed thereto in Section 5.2.2 of the By-Laws.

"Unit Owner Liability Insurance" shall have the meaning ascribed thereto in Section 5.2.2.1 of the By-Laws.

"Unit Owner's Parties" shall mean a permitted tenant, licensee, occupant, guest, invitee and patron of a Unit Owner or its permitted tenant or licensee, the agents and employees of such Unit Owner or its permitted tenant or licensee, and the Construction Parties engaged by such Unit Owner or its permitted tenant or licensee.

"Unit Owner Property" shall have the meaning ascribed thereto in Section 5.2.2.2 of the By-Laws.

"Unit Owner's Property Insurance" shall have the meaning ascribed thereto in Section 5.2.2.2 of the By-Laws.

"Unit Work" shall have the meaning ascribed thereto in Section 5.16.1 of the By-Laws.

"Use and Enjoy," "Use and Enjoyment," "Use or Enjoy" or "Use or Enjoyment" or derivations thereof shall mean the peaceful and quiet use, occupancy, benefit and enjoyment of a Common Element or a Unit, for the permitted purposes set forth in the Condominium Documents, by the appropriate Unit Owner or such Unit Owner's Parties, including (where applicable) the mutual use in common by all Unit Owners of a Common Element and in a manner that shall not unreasonably exclude, prevent, interfere with, hinder or infringe upon the Use and Enjoyment thereof by any other Unit Owner to which such Common Element is appurtenant; and subject, however, to: (x) the governance rights of the Board; and (y) any claim, trouble, interference or hindrance arising from the acts, omissions, negligence or conduct of such Unit Owner or such Unit Owner's Parties.

"Utility Facilities" shall have the meaning ascribed to such term in Section 16.6 of the Declaration.

"Violating Unit Owner" shall have the meaning ascribed thereto in Section 5.25 of the By-Laws.

"Violation" shall have the meaning set forth in Section 5.26 of the By-Laws.

"Work" shall mean Repairs and/or Alterations.

"Work Notice" shall have the meaning ascribed thereto in Section 5.16.2.1 of the By-Laws.

"Work Notice Recipients" shall have the meaning ascribed thereto in Section 5.16.2.1 of the By-Laws.

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

EXHIBIT D

BY-LAWS
OF
47-49 GREEN STREET CONDOMINIUM

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BY-LAWS

47-49 GREENE STREET CONDOMINIUM

ARTICLE 1

GENERAL

1.1 **Purpose**. The purpose of the By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. All terms used in the By-Laws which are not separately defined, shall have the meanings given to those terms in the Declaration or in Exhibit C to the Declaration.

1.2 **Applicability of By-Laws**. The By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Permitted Users are and shall be subject to the Declaration, the By-Laws and any Rules and Regulations adopted by the Board. The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the By-Laws, the Declaration and any Rules and Regulations adopted by the Board are accepted, ratificd, and will be complied with.

1.3 **Principal Office of Condominium**. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Board.

ARTICLE 2

BOARD OF MANAGERS AND GOVERNANCE

2.1 **Number, Term and Qualification**. As more particularly set forth in Section 2.3, the affairs of the Condominium will be governed by the Board. The Board will consist of three (3) individuals: two (2) individuals are to be designated/elected by the Residential Unit Owners; and one (1) individual is to be designated by the Non-Residential Unit Owner.

2.2 **Subdivision**. In the event of a Subdivision of a Unit in accordance with Article 11 of the Declaration, the Board shall continue to consist of three (3) Members, subject to and in accordance with the provisions of Section 11.5.8 of the Declaration.

2.3 **Powers and Duties**.

2.3.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law, the Declaration, or the By-Laws may not be delegated to the Board by the Unit Owners). The Board and the Board Members shall have a fiduciary duty to the Condominium and to each of the Unit Owners. Except as otherwise expressly provided in the Declaration or the By-Laws, all determinations to be made by or on behalf of the Board, however, which (a) affect only the

Residential Units (or any portion thereof) or the Residential Unit Owners and do not have an Adverse Effect on the Non-Residential Unit Owner or the Non-Residential Unit, shall only be made by the Residential Committee and such Residential Committee shall promptly notify the Board Member designated by the Non-Residential Unit Owner of their determination, and (b) affect only the Non-Residential Unit (or any portion thereof) and does not have an Adverse Effect on the Residential Units or the Residential Unit Owners shall be made by the Board Member designated by the Non-Residential Unit Owner and such Board Member shall promptly notify the Residential Committee of its determination. No dispute with respect to whether the determination of the Board Member(s) of one Unit Owner has an Adverse Effect, shall be deemed to exist unless the objecting Unit Owner (or its designated Board Member(s)) specifies the grounds for its objection in writing to the Board and the other Unit Owners within ten (10) Business Days of receipt by it of Notice of such determination. If such objection is made, no action may be taken with respect to the determination until such dispute is resolved, except as necessary to abate an Emergency or to comply with Law.

2.3.2 A majority of the Disinterested Board Member(s) shall have the power to make determinations, and/or take action, on behalf of the Board in the following cases without the consent or approval of the other Board Members:

2.3.2.1 In the event of a default by a Unit Owner, the provision of Notice and the enforcement of remedies of the Board against the Defaulting Unit Owner;

2.3.2.2 In the event of a default by a Unit Owner with respect to the payment of Common Charges, Special Assessments or Unit Expenses, the decision to borrow as a result of such default; and

2.3.2.3 In the event of a material default by an Affiliate of a Unit Owner under a contract with the Board, to provide Notice of the particulars of such default to the Affiliate and to its related Unit Owner and to enforce the Board's rights and remedies under such contract as a result of such default.

2.3.3 Subject to the provisions of Section 2.10 of the By-Laws and this Section 2.3.3, and without limiting the generality thereof, the Board shall be entitled to make determinations with respect to the following matters:

2.3.3.1 Using, operating and Maintaining the Common Elements in accordance with the provisions of the By-Laws and the Operating Standard.

2.3.3.2 Determining the amount of and collecting the Common Charges, Special Assessments and Unit Expenses, subject to the provisions of Section 5.1 of the By-Laws.

2.3.3.3 Furnishing of services and utilities, as described in the By-Laws. Subject to Unavoidable Delay and temporary cessation from time to time in connection with the performance of Maintenance, the services and utilities provided to a Unit Owner or its occupants (other than the freight elevators) are to be made available on a 24-hour-a day, seven days a week basis, except as otherwise provided.

2.3.3.4 Employing and dismissing personnel necessary for the Maintenance and operation of the Common Elements.

2.3.3.5 Making and enforcing contracts and incurring liabilities in connection with the exercise of any of the powers and duties of the Board; provided that any such contracts entered into with (i) an Affiliate of a Unit Owner, (ii) a constituent entity of a Unit Owner, or (iii) an Affiliate of any such constituent entity, shall be on arm's length terms at market rates.

2.3.3.6 Bringing actions on behalf of the Unit Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Elements, as the Board deems advisable.

2.3.3.7 Causing repairs to be performed in a Unit in the event of an Emergency.

2.3.3.8 Procuring such fidelity bonds as the Board deems advisable covering officers and employees of the Board handling and responsible for the Board's funds and personal property and to procure managers' and officers' liability insurance to the extent provided in Section 5.2. The premiums of such bonds and insurance shall be at market rates and be paid by the Board as a Common Expense.

2.3.3.9 Determining policies, adopting and amending the Rules and Regulations governing the details of operation of the Building and amending such Rules and Regulations from time to time as the Board deems advisable in accordance with the terms of the By-Laws.

2.3.3.10 Making Alterations to the Common Elements subject to the provisions of the By-Laws including Section 5.17.

2.3.3.11 Subject to Sections 5.3 through 5.9 and Article 8, making Repairs to the Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.3.3.12 Enforcing in a non-discriminatory manner the obligations of Unit Owners under the Declaration, the By-Laws and the Rules and Regulations, including without limitation, commencing, prosecuting and settling litigation in connection therewith.

2.3.3.13 Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in the By-Laws) and designating signatories therefor.

2.3.3.14 Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) to the extent such powers are granted to the Board pursuant to Section 5.2 of the By-Laws.

2.3.3.15 Borrowing money on behalf of the Condominium, when

required in connection with the operation and Maintenance of, or the making of Repairs to or Alterations of, the Common Elements; provided, however, that (i) no lien to secure repayment of any sum borrowed may be created or suffered on any Unit or its Appurtenant Interest in the Common Elements without the consent of the applicable Unit Owners, and (ii) no Unit Owner shall have any personal liability for the repayment of such borrowing.

2.3.3.16 Organizing and owning interests in limited liability companies and/or other entities to (i) act as designees of the Board with respect to any Units acquired by the Board in foreclosure or other judicial sale, or (ii) with respect to any such other matters as the Board, may determine.

2.3.3.17 Executing, acknowledging and delivering (i) any declaration or other instrument affecting the Property which the Board deems necessary or appropriate to comply with any Law applicable to the Maintenance, demolition, construction, Alteration or Repair of the Building, or (ii) any consent, covenant, restriction, easement or declaration whether or not to be recorded affecting the Property which the Board deems necessary or appropriate so long as the same does not have an Adverse Effect on any Unit Owner unless such Unit Owner consents to same.

2.3.3.18 Preparing, executing and recording on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration and/or the By-Laws (without modification) whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or the By-Laws.

2.3.3.19 Obtaining and reviewing Condominium Insurance pursuant to the provisions of Section 5.2.

2.3.3.20 Issuing estoppel certificates to any Unit Owner or Recognized Mortgagee relating to such Unit Owner's payment of Common Charges, Special Assessments and Unit Expenses.

2.3.3.21 Purchasing, leasing, or otherwise acquiring Units offered for sale, lease or assignment by their Unit Owners, in the name of the Board or its designee, and on behalf of all Unit Owners.

2.3.3.22 Purchasing a Unit at foreclosure or other judicial sales, in the name of the Board or its designee, and on behalf of all Unit Owners.

2.3.3.23 Selling, leasing, licensing, mortgaging and otherwise dealing with a Unit acquired by, and to sublease a Unit leased by, the Board or its designee, on behalf of all Unit Owners, provided, however, that the Board or its designees shall in no event be entitled to vote the interest appurtenant to any such Unit.

2.3.3.24 Leasing or licensing of the Common Elements provided such leasing or licensing has no Adverse Effect on a Unit Owner.

2.3.3.25 Performing any and all duties imposed on the Board by Law

or the insurance requirements set forth in Article 5 of the By-Laws applicable to the Property.

2.3.3.26 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board, shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.3.3.27 To the extent required to effectuate the rights granted to the Declarant with respect to the Excess Development Rights, entering into a zoning lot merger or any declaration or other instruments necessary to acquire, purchase, allocate, sell or dispose of any Excess Development Rights now or in the future appurtenant to the Property or other zoning lot pursuant to the Zoning Resolution or to merge or subdivide a zoning lot but only in accordance with and subject to the restrictions contained in Section 2.2 and Article 35 of the Declaration.

2.3.4 The Residential Committee shall be entitled to make determinations with respect to the following matters, provided that in all matters, such determination does not have an Adverse Effect on the Non-Residential Unit:

2.3.4.1 Operation, care, upkeep, maintenance, repair and replacement of the Residential Section, including contracts for utilities, services and supplies.

2.3.4.2 The amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Board with respect to General Common Charges.

2.3.4.3 Collection of Residential Common Charges from Residential Unit Owners.

2.3.4.4 Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section.

2.3.4.5 Adoption of, and amendments and additions to, the Rules and Regulations.

2.3.4.6 Purchasing, leasing and otherwise acquiring in the name of the Residential Committee (or, if required, in the name of the Board) or its designee, on behalf of all Residential Unit Owners, Residential Units offered for sale or lease or surrendered by their owners to the Residential Committee.

2.3.4.7 Purchasing Residential Units at foreclosure or other similar sales, in the name of the Residential Committee (or, if required, in the name of the Board) or its designee, on behalf of all Residential Unit Owners.

2.3.4.8 Selling, leasing, subleasing, mortgaging and otherwise dealing with (but not voting the interests appurtenant to) Residential Units acquired by, and subleasing Residential Units leased by, the Residential Committee or its designee, on

behalf of all Residential Unit Owners.

2.3.4.9 Making additions and improvements to, or alterations of, the Residential Common Elements.

2.3.4.10 Making repairs to and restorations of the Residential Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.3.4.11 Enforcing obligations of Residential Unit Owners and seeking the enforcement of the Rules and Regulations by the Board.

2.3.4.12 Levying fines against Residential Unit Owners for violations of the Rules and Regulations (any such fines shall constitute Residential Common Charges payable by the Residential Unit Owners against whom they are levied).

2.3.4.13 Maintaining bank accounts on behalf of the Residential Unit Owners (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.3.4.14 Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Residential Section.

2.3.4.15 Borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Section or otherwise in connection with any permitted action or activity of the Residential Committee; provided, however, that (i) the consent of at least 51% in Common Interest of all Residential Unit Owners shall be required for any borrowings in excess of the aggregate amount of $250,000 (including the pro rata share of the Residential Section with respect to any borrowing made by the Board in any one fiscal year (regardless of the balance of any loans outstanding from previous years) unless the funds are required for Emergency repairs or replacements, (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interest without the consent of the owner of such Unit, and (iii) the Non-Residential Unit Owner will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Residential Committee pursuant to the authority contained in this subparagraph is not repaid by said Residential Committee, a Residential Unit Owner who pays to the creditor such proportion thereof as the Unit Owner's interest in the Common Elements bears to the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit.

2.3.4.16 Organizing corporations to act as designees of the Residential Committee with respect to such matters as such Residential Committee may determine, including, without limitation, in connection with the acquisition of title to or the leasing or subleasing of Residential Units by the Residential Committee on behalf of Residential Unit

Owners.

2.3.4.17 Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting only the Residential Units, Residential Common Elements which the Residential Committee deems necessary or appropriate to comply with any law, ordinance, regulation. zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the BSA, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Residential Units, Residential Common Elements, or (ii) any consent, covenant, restriction, easement or declaration affecting only the Residential Units, Residential Common Elements which the Residential Committee deems necessary or appropriate.

2.3.4.18 Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Residential Committee from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.3.4.19 Operation, maintenance and supervision of all Residential Common Elements.

2.3.4.20 Purchasing or leasing, in the name of the Residential Committee, space for the storage of personal property of Residential Unit Owners, and in connection therewith, licensing such space to Residential Unit Owners and the promulgation of conditions, rules and regulations for the operation and supervision thereof.

2.3.4.21 Imposition of (i) move-in fees and charges, (ii) transfer fees in connection with the sale or lease of a Residential Unit, and (iii) fines for violating the Rules and Regulations.

2.3.4.22 Executing, acknowledging and delivering: (a) any declaration (including a declaration of single zoning lot) or other instrument affecting the Residential Section that the Residential Committee deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Residential Section that the Residential Committee deems necessary or appropriate, provided that such declaration, instrument, consent, covenant, restriction or easement does not have an adverse effect on the Non-Residential Unit;

2.3.4.23 Preparing, executing, acknowledging and recording on behalf of all Residential Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Board's estimation, it is advisable to consolidate and restate all amendments, modification, additions and deletions theretofore made to the same;

2.3.4.24 Commencement of summary eviction proceedings in the name

of or on behalf of the Residential Committee and/or Residential Unit Owners, as the case may be, against an authorized guest and/or a tenant of a Residential Unit Owner if such authorized guest and/or tenant does not conform to the Rules and Regulations, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-Laws. All costs in connection with the removal of the authorized guest and/or tenant, including reasonable attorneys' fees, shall be borne by the Residential Unit Owners.

2.3.4.25 Establishing rules and regulations for the use of the amenities, if any.

2.3.4.26 Carrying out any other duties imposed upon the Residential Committee pursuant to the Declaration and these By-Laws.

2.3.5 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board in connection therewith shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.3.6 For convenience of operation of the Condominium, the Board may designate an individual to act as its agent with respect to any matters the determination of which is entitled to be made by such designating party and in connection with such designation may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may require or request.

2.3.7 Neither the Board nor the Residential Committee shall commence any litigation other than to enforce the Declaration or By-Laws without the prior written consent of the owners of two-thirds of the Units and the Common Interests. Notwithstanding the foregoing, if such litigation has an Adverse Effect on the rights and/or obligations of the Non-Residential Unit Owner or the Non-Residential Unit, then the Non-Residential Unit shall be authorized to cause the Board to commence such litigation.

2.3.8 Notwithstanding anything to the contrary contained in these By-Laws, no penetration of the General Common Elements shall be deemed to adversely affect in any way the Residential Section or the use of Residential Units for their permitted purposes and thus shall not require the consent or approval of the Residential Committee or the Residential Unit Owners unless such penetration would materially weaken the structural soundness of the Building.

2.3.9 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own at least one Unsold Unit but in no event later than five years from the First Closing of a sale made under an Offering Plan, neither the Board nor the Residential Committee may, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements, the Residential Common Elements or to any Residential Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Residential Section of the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the

Condominium or Residential Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium or on behalf of the Residential Section; (v) assess any General Common Charges or Residential Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; or (vi) exercise a right of first refusal to lease or purchase a Residential Unit; provided that Declarant's written consent is not necessary to perform any function or take any action described in items (i) through (vi) above if and only if the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Board or Residential Committee to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

2.3.10 Notwithstanding anything contained in the By-Laws to the contrary, neither the Residential Committee nor the Board shall have the right to (a) restrict or limit any of the uses of, or alterations in or to, the Non-Residential Unit or (b) without obtaining the prior written approval of two thirds of the Unit Owners and the Owners of two thirds of the Common Interests, commence any litigation except to enforce the Declaration or By-Laws. Notwithstanding the foregoing, if such litigation has an Adverse Effect on the rights and/or obligations of the Non-Residential Unit Owner or the Non-Residential Unit, then the Non-Residential Unit shall be authorized to cause the Board to commence such litigation.

2.4 **Condominium Managing Agent.**

2.4.1 With respect to matters the determinations concerning which the Board is entitled to make, the Board may employ a Condominium Managing Agent at a reasonable market rate compensation, which Condominium Managing Agent may be an Affiliate of the Residential Unit Owner.

2.4.2 The Unit Owners are entitled, in their respective sole discretions, to each employ, at their own cost, a managing agent and/or manager to manage their respective Units. Nothing contained in the By-Laws shall be deemed to prevent the managing agent and/or manager employed by any of the Unit Owners from also serving as the Condominium Managing Agent. To the extent any Unit Owner retains the Condominium Managing Agent to manage its Unit, such retention shall be at the sole cost and expense of the Unit Owner and the Unit Owner shall endeavor to insure, and the management agreement with the Condominium Managing Agent shall require, that the Condominium Managing Agent treat the other Unit Owners in a non-discriminatory and conflict of interest free manner.

2.5 **Resignation and Removal.** Any Board Member may resign at any time by Notice delivered as specified in Section 4.1 of the By-Laws, to the Board from which such Member is resigning. Such resignation will take effect at the time specified therein and, unless specifically requested, acceptance of such resignation will not be necessary to make it effective. Any Board Member may be removed, with or without cause, only by (i) the Party designating such Board Member and the Party making such removal will have the right to designate the replacement for such Member and (ii) by any Recognized Mortgagee of the Unit associated with such Board Member pursuant to the terms and conditions of the Recognized Mortgage and the other loan

documentation related thereto, and such Recognized Mortgagee making such removal shall have the right to designate the replacement for such Member.

2.6 **Vacancies and Designations**. The Members of the Board shall be appointed by designation, in writing, made by the Unit Owners in accordance with the provisions of Section of the By-Laws, and in the event of a Subdivision, Section 2.2 of the By-Laws. Each Party entitled to designate Members to the Board in accordance with Section 2.1, or any Resultant Board or Sub-Committee entitled to designate Members to the Board in accordance with Section 11.5.8 of the Declaration, may substitute or replace individuals designated to be their representatives on the Board and in the event a vacancy on the Board caused by the resignation or removal of a Member or any other reason, such vacancy shall be filled by the Unit Owner, Resultant Board or Sub-Committee who designated such Member. If a Recognized Mortgagee has the right under its Recognized Mortgage (or other loan documentation related thereto) to remove Members of the governing body of the Unit Owner of the Unit securing its loan, and if the Recognized Mortgagee exercises such right in accordance with the Recognized Mortgage (or other loan documentation related thereto), then in such event the Recognized Mortgagee also shall upon Notice to the Board have the right to remove the Members of the Board appointed by that Unit Owner if any, and to appoint its own representatives to serve on behalf of such Unit Owner.

2.7 **Regular Meetings of the Board**. Regular meetings of the Board may be held at such time and place in the Borough in which the Property is located as determined from time to time by the Board. Notice of regular meetings will be given to each Member by personal delivery (with receipt acknowledged), mail, reputable overnight courier service, facsimile or e mail, at least ten (10) Business Days prior to the day named for such meeting.

2.8 **Special Meetings of the Board or the Residential Committee**. Special meetings of the Board or the Residential Committee may be called by any Member of the Board by giving ten (10) Business Days' prior Notice to each Member of the Board by personal delivery (with receipt acknowledged), mail, reputable overnight courier service, facsimile or e-mail, which Notice will state the time, place (in the Borough of Manhattan) and purpose of the meeting.

2.9 **Waiver of Notice**. Any Board Member may at any time waive Notice of the Board meeting in writing and such waiver shall be deemed equivalent to the giving of such Notice. Attendance by a Member of the Board at any meeting thereof shall constitute a waiver of Notice by such Member of the time and place thereof. If all the Members are present at any meeting of the Board, no Notice shall be required and any business may be transacted at such meeting.

2.10 **Determinations by the Board**.

2.10.1 Determinations with respect to the Condominium shall be made by majority vote of the Board. Notwithstanding anything herein to the contrary, no vote of the Board or of Unit Owners which would have an Adverse Effect on a Unit or the Unit Owner may be implemented against such Unit or Unit Owner without the prior written consent of the affected Unit Owner or its designated Member(s). Determinations of the Board with respect to ordinary operations (other than relating to enforcement of violations and remedies) that affect only a single Unit will be made by that Unit Owner alone.

2.10.2 Board Members may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all individuals participating in such meeting can hear and speak to each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained in the By-Laws, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if the Members constituting a majority of the Board, consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the Board; provided, however, that except in the event of an Emergency, Notice of such intended action shall be given to each Member (and all persons on the written list delivered to the Board in accordance with Section 2.1 of the By-Laws) by personal delivery (with receipt acknowledged), mail, reputable overnight courier service, facsimile or e-mail, at least ten (10) Business Days prior to taking such action.

2.10.3 The Board may direct the Condominium Managing Agent in connection with the day-to-day ordinary management and operations of the Property without the need for a Board meeting in each instance, unless an action requires the consent of a Unit Owner.

2.10.4 Any other matter or action which the Declaration or the By-Laws expressly provides must be determined or taken by the Board.

2.11 **Liability of the Board and Unit Owners.**

2.11.1 To the extent permitted by Law, no Member or officer of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of the Condominium Managing Agent in connection with the affairs or operation of the Condominium, the Common Elements or the Units, except for the gross negligence, bad faith or willful misconduct of such Member or officer. Every contract made by the Board or by the Condominium Managing Agent shall provide or be deemed to provide that it is made by the Board or the Condominium Managing Agent, as agent for the Condominium, that the Board Members, officers or Condominium Managing Agent shall have no personal liability thereon and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. No Unit Owner, in its capacity as Unit Owner, shall be personally liable for any contract, act or omission of the Condominium. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges or Special Assessments. Any such contract or agreement may also provide that it covers the assets, if any, of the Board. Notwithstanding anything in the By-Laws to the contrary, the Board Members shall have no liability to Unit Owners or the Board except that each Board Member shall be liable for its own bad faith, gross negligence or willful misconduct. Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify and hold harmless each Board Member and officer against any liability or claim arising out of such Member or officer serving in such capacity. The Board may contract or effect any transaction with any Board Member, any Unit Owner, or any Affiliate of any of them without, except in cases of bad faith, gross negligence or willful misconduct, incurring any liability for self-dealing, provided such contract or transaction is entered into in accordance with the provisions of Section 2.3.3.5 of the By-Laws.

2.11.2 The Board shall not be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or to be paid for as a Common

Expense, except when any such failure or interruption is caused by the acts of bad faith, gross negligence or willful misconduct of the Board or any Member thereof; or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Common Element, unless caused by the acts of bad faith, gross negligence or willful misconduct of the Board or any Member thereof, as applicable.

2.12 **Fidelity Bonds**.

2.12.1 The Board shall obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, consistent with industry standards and Section of the By-Laws, for all of its members, officers and employees and for the Condominium Managing Agent, if any, employed by it and the premiums on such bonds or insurance will constitute Common Expenses.

2.12.2 To the full extent permitted by Law, the Board shall purchase and maintain directors and officers insurance in accordance with Section 5.2 of the By-Laws.

2.13 **Principal Offices of the Board**. The principal offices of the Board shall be located within the Property or at such other place in the Borough in which the Property is located reasonably convenient thereto as may be designated from time to time by the Board.

2.14 **Status of the Board**. In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the Board will, to the extent permitted by Law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of Section 2.16, the provisions of this Section 2.15 of the By-Laws will no longer be applicable to the Board.

2.15 **Incorporation of the Board**. To the extent and in the manner provided in the Condominium Act, the Board may by action of the Board be incorporated under the applicable statutes of the State of New York. In the event that the Board so incorporates, it will have, to the extent permitted by Law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation will conform as closely as practicable to the provisions of the Declaration and the By-Laws and the provisions of the Declaration and the By-Laws will control in the event of any inconsistency or conflict between the provisions of the By-Laws and the provisions of such certificate of incorporation and By-Laws.

2.16 **Board as Agent of Unit Owners**. In exercising its powers and performing its duties under the Declaration and these By Laws, the Board will act in good faith and in a non discriminatory manner, as the agent of all the Unit Owners subject to and in accordance with the provisions of the Declaration and the By-Laws. Where the vote of Unit Owners is required hereunder, a Board Member with authorization of its designating Unit Owner may vote as and for the Unit Owner.

2.17 **Resolutions of Board**. The Board shall cause to be promptly delivered to the Unit Owners and the Residential Committee shall cause to be delivered to the Residential Unit Owners copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable

law, (b) relating to the terms of the sale, leasing or subleasing of any Unit or portion of any Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.18 **Unit Owner Rights in the Event of Subdivision.** No subdivision of any Unit shall cause a change in the aggregate Common Interests appurtenant to the other Units or grant any individual Residential Unit Owners rights thereunder except as such rights of the other subdividing Unit Owner are exercised by the Residential Committee on behalf of such Residential Unit Owners. Notwithstanding anything to the contrary contained herein or in the Declaration, no Residential Unit Owner shall be entitled to designate a member of the Board or take any action with respect to its Residential Unit except through the Residential Committee.

2.19 **Determinations by Board; Quorums.**

2.19.1 Each Board member shall have one vote.

2.19.2 All determinations by the Board or the Residential Committee shall be made at a meeting of the Board or the Residential Committee at which a quorum thereof is present. At any Board or the Residential Committee meeting, a majority of the members thereof shall constitute a quorum, and the votes of a majority of the members shall constitute the decision of the Board or the Residential Committee unless a higher percentage is required by these By-Laws, the Declaration or applicable Law. Board members may attend and participate in meetings by written proxy to another person.

2.19.3 Members of the Board or the Residential Committee may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board or the Residential Committee may be taken without a meeting if all members of the Board or the Residential 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 Board or the Residential Committee.

2.20 **Compensation.** No member of the Board or the Residential Committee shall receive any compensation for acting as such.

2.21 **Committees.** The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an executive committee and such other committees as the Board may deem appropriate, each to consist of as many members as the Board shall deem appropriate for the purpose of making such reports and studies as the Board deems appropriate. For so long as Declarant is entitled to designate members to the Board, any committee appointed by the Board shall have as at least one of its members a member appointed by Declarant and at least one of its member appointed by the Non-Residential Unit Owner (other than the Residential Committee). Notwithstanding the foregoing, any committee appointed by the Board solely for the Residential Section shall have at least one of its members a member appointed by Declarant and any committee appointed by the Board solely for the Non-Residential Unit shall have at least one of its members a member appointed by the Non-Residential Unit Owner.

2.22 **Principal Offices of Board**. The principal offices of the Board shall be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Board.

2.23 **Provision of Services**. The Board shall be obligated to Maintain or cause the Managing Agent to Maintain the Property as a first class, mixed-use Building and perform services on behalf of Unit Owners in such a manner that shall be consistent with the Operating Standard.

2.24 **Prohibited Transactions**. Each member of a Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by applicable law, no contract or other transaction between a Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Board was present at the meeting or meetings of the Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Board or a majority of the members thereof and noted in the minutes thereof, and the Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Unit Owners and a majority of Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is professionally reasonable to the Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Board may be counted in determining the presence of a quorum of any meeting of the Board or of the Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction.

ARTICLE 3

UNIT OWNERS

3.1 **Annual Meetings.**

3.1.1 Prior to and during the Initial Control Period, annual meetings of the Non-Residential and Residential Unit Owners (the "Annual Meeting") shall be held at the discretion of the members of the Board. At such meeting, there shall be transacted such other business as may properly come before such meeting.

3.1.2 On or no more than thirty (30) days after the end of the Initial Control Period, the Declarant will call an Annual Meeting of the Unit Owners. Such meeting shall be held not less than 10 days nor more than 40 days after such date. At such meeting, the Unit Owners shall elect (in accordance with the provisions of Section 2.1 and as otherwise provided in these

By-Laws) two (2) persons elected by the Residential Unit Owners (including the Declarant), subject to Declarant's rights pursuant to Section 3.10.3 and one (1) person elected by the Non-Residential Unit Owner. Thereafter, annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first Annual Meeting. At such meetings, the members of the Board shall be elected and there shall also be transacted such other business as may properly come before such meetings.

3.2 **Place of Meetings**. Meetings of all or any Unit Owners shall be held at the principal office of the Condominium or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the Board.

3.3 **Special Meetings**. The President of the Board shall call a special meeting of Unit Owners ("Special Meeting"), if so directed by the resolution of the Board or upon a petition signed and presented to the Secretary by not less than 51% in Common Interest of Unit Owners.

3.4 **Notice of Meetings and Actions Taken**. Notice of each annual or special meeting shall be given by the Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or email, at least ten (10) but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 **Adjournment of Meetings**. If any meeting of Unit Owners cannot be held because a quorum is not present, a Majority of Residential Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 **Order of Business**. The order of business at all meetings of Unit Owners shall be as follows:

(A) Call to order;

(B) Roll call;

(C) Proof of notice of meeting;

(D) Reading of minutes of preceding meeting;

(E) Reports of officers;

(F) Reports of members of the Board;

(G) Reports of committees;

(H) Election of Board members;

(I) Unfinished business;

(J) New business; and

(K) Adjournment.

3.7 **Title to Units.** Title to Units may be taken by any individual, corporation, partnership, association, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on his or her behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of eleven months except a designation of a Recognized Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or his or her proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast a vote equal to his, her or their percentage interest in the Common Elements.

3.8.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Non-Residential Unit Owner as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.8.4 When ownership is in the names of two or more persons in the absence of written directions from the Unit Owners to the contrary, at any meeting of Unit Owners, any one or more of such Unit Owners may cast, in person or by proxy, the vote to which such ownership is entitled. In the event an attempt is made to cast conflicting votes, in person or by proxy, by the persons in whose names the Unit is owned that Unit's one vote shall be split among the persons who own the Unit and are present in person or by proxy at such meeting.

3.8.5 In advance of or at any meeting of Unit Owners, the Residential Committee may appoint any person, other than nominees for election to the Board or their relatives or

employees or existing Board members, as inspectors of election to act as such at the meeting or any adjournment. Any such appointments may be altered at the meeting. If inspectors of election are not so appointed, the President may, or on the request of not fewer than ten percent (10%) of the votes represented at the meeting, shall make such appointment at the meeting. In case any person appointed as an Inspector of Election fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the Board in advance of the meeting or at the meeting by the President. Unless otherwise prescribed, the duties of such inspectors of election shall include: verifying the number of common interests, the Units represented at the meeting, the existence of a quorum, and the authenticity, validity and number of proxies, receiving votes, ballots, hearing and determining all challenges and questions in any way arising in connection with the rights to vote; counting and tabulating all votes or consents; determining the result; and such act as may be proper to conduct the election or vote with fairness to all Unit Owners.

3.9 **Designation of Board Members.** Prior to and during the Initial Control Period, the Declarant shall designate its member or members to the Board. A Board member may represent more than one Unit Owner and such Board member shall have the right to vote the aggregate interests of all the Units owned by the Unit Owners appointing the Board member. As set forth in Section 2.1, the Non-Residential Unit Owner shall be entitled to designate a member of the Board of Managers.

3.10 **Election of Board Members; Rights of Declarant.**

3.10.1 All elections of Board members shall be determined by plurality vote only. Residential Unit Owners may only vote for the Residential members of the Board.

3.10.2 When voting for members of the Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Section 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.10.3 Notwithstanding any other provision of this Section 3.10 or any other provision of these By-Laws to the contrary, commencing with the first Annual Meeting of Unit Owners, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Units owned by it until Declarant has closed title to all of the Unsold Units owned by it. In addition, for so long as Declarant owns at least one (1) Unsold Unit (excluding Unsold Units purchased by Declarant or its designee), (a) Declarant shall either have the right to designate one of the Residential members of the Board or vote the Common Interests attributable to Unsold Units owned by it and (b) the number of members of the Residential Committee may not be increased without the consent of Declarant. Any vacancy created by removal of a Board member designated by Declarant, or by any other cause which results in a Board member designated by Declarant ceasing to be a member of the Board, shall be filled by a person designated by Declarant.

3.10.4 Notwithstanding any other provision of this Section 3.10 or any other provision of these By-Laws to the contrary, commencing with the first Annual Meeting of Unit

Owners, the Non-Residential Unit Owner shall be entitled to designate one (1) member of the Board.

3.11 **Majority of Residential Unit Owners**. Except as may otherwise be provided by law, as used in these By-Laws, the term "Majority of Residential Unit Owners" means Unit Owners having more than 50% of the total authorized votes of all Unit Owners determined in accordance with the provisions of Section 3.8.2, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.12 **Quorum**. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than 50% of the Units shall constitute a quorum at all joint meetings of Unit Owners.

3.13 **Majority Vote**. Except where otherwise provided by law, the Declaration or these By-Laws, (i) at all meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes, and (ii) at all meetings of Residential Unit Owners concerning the Residential Section, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes.

ARTICLE 4

OFFICERS

4.1 **Designation**. The principal officers of the Condominium shall be a President, Vice President and Secretary, Treasurer thereof who shall be appointed by the Members of the Board. Appointments of officers shall each be for a term of one year or such longer term as determined by the Board from time to time. The Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. None of the officers of the Board need be Unit Owners or have any interest therein or be a Member of the Board.

4.2 **Resignation and Removal of Officers**.

4.2.1 Any officer of the Condominium may resign at any time by Notice delivered in accordance with Section 14.1 of the By-Laws. Such resignation shall take effect at the time specified therein and, unless specifically requested in such Notice, acceptance of such resignation shall not be necessary to make it effective. A successor officer may be appointed by the members of the Board.

4.2.2 An officer of the Condominium may be removed at any time, with or without cause, and a replacement officer shall be designated, in each case (i.e., both removal and replacement) in accordance with Section 4.1 of the By-Laws.

4.3 **President**. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Board. The President 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 committees from among

Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the Condominium.

4.4 **Vice President**. The Vice President of the Condominium shall take the place of the President and perform the duties of the President whenever the President shall be unable to act. If both the President and the Vice President of the Condominium are unable to act, the Board shall appoint some Member of the Board to act in the place of the President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board or by the President.

4.5 **Secretary/Treasurer**.

4.5.1 The Secretary/Treasurer, in the capacity of Secretary of the Condominium, shall keep the minutes of all meetings of Unit Owners and of the Board. The Secretary/Treasurer shall have charge of such books and papers as the Board shall direct and 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.

4.5.2 The Secretary/Treasurer, in the capacity of Treasurer of the Condominium, shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Secretary/Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the Condominium Managing Agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6 **Execution of Documents**. Unless otherwise delegated by the Board, including, without limitation, as delegated to the Condominium Managing Agent pursuant to the Management Agreement or otherwise expressly provided in the Declaration or the By-Laws, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by a Board Member designated by the Residential Unit Owner unless the document relates to a matter to be determined or an action to be taken by only a Disinterested Board Member, in which event such document may be executed only by a Disinterested Board Member.

4.7 **Compensation of Officers**. No officer shall receive any compensation for acting as such.

ARTICLE 5

OPERATION OF THE PROPERTY

5.1 **Determination of Common Expenses and Fixing of Common Charges**.

5.1.1 Except as otherwise provided in the By-Laws, the Common Expenses shall be based on Common Interest and Unit Expenses shall be determined by the Board.

5.1.2 The Board shall or shall cause the Condominium Managing Agent, if any, to prepare a proposed annual budget for operations for the Property ("Annual Budget") for the Condominium for each calendar year and shall deliver such proposed Annual Budget to each of the Board Members not later than December l of each calendar year. The proposed Annual Budget shall show the estimated costs of Maintaining and operating the Condominium for the following calendar year, including capital expenditures, as necessary. Each Unit Owner shall pay its allocable share of the Common Expenses (hereinafter, collectively, "Common Charges"), as applicable, on a monthly basis, at the discretion of the Board, within five (5) Days after receipt of an invoice therefor from the Condominium Managing Agent; provided, however that amounts which become due under the By-Laws in respect of real estate taxes, insurance premiums and any unanticipated expenses not set forth in the then-current Approved Annual Budget (and which are outside the control of the Unit Owners and the Condominium Managing Agent) may be invoiced by the Condominium Managing Agent from time to time as such expenses are incurred and shall be promptly paid (and in any event shall be paid within five (5) Days) after receipt of an invoice therefor. The Board shall furnish (or cause to be furnished) copies of the proposed Annual Budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners. All costs and expenses set forth in the proposed Annual Budget that are allocable solely to the repair, maintenance and operation of a Unit shall be deemed to be Unit Expenses (and not Common Expenses), shall be borne solely by the Unit Owner of such Unit and shall be payable within five (5) Days after receipt of an invoice therefor from the Condominium Managing Agent or other party to whom such payment is due. Any unanticipated Unit Expenses not set forth in the proposed Annual Budget (and which are outside the control of the Unit Owners and the Condominium Managing Agent) in respect of operating expenses attributable solely to a particular Unit may be invoiced by the Condominium Managing Agent from time to time as such expenses are incurred and shall be promptly paid by the Unit Owner (and in any event shall be paid within thirty (30) Days) after receipt of an invoice therefor.

5.1.3 Within thirty (30) Days after a copy of the proposed Annual Budget has been furnished to the Unit Owners, the Board shall make such modifications to the proposed Annual Budget as the Board deems appropriate and shall adopt the Annual Budget ("Approved Annual Budget"). The Annual Budget may include a reserve fund in an amount of up to ten percent (10%) of the Approved Annual Budget, which may be allocated by the Board or the Condominium Managing Agent among any line-items in the Approved Annual Budget, and amounts in any line item in an Approved Annual Budget may be re-allocated by the Board or the Condominium Managing Agent to other line items.

5.1.4 Subject to the provisions of Section 5.1.5 of the By-Laws, any unanticipated capital expenditures approved by the Board shall be paid by the Unit Owners based on Common Interest. Such expenditures shall be invoiced by the Condominium Managing Agent, and shall be paid within thirty (30) Days after receipt of an invoice therefor.

5.1.5 If the work to be performed under this Section is provided pursuant to a national or other contract that covers other properties owned or managed by one of the Unit Owners in addition to the Property, the costs payable under such contract with respect to the Property shall not be disproportionately higher than those payable with respect to the other properties covered by such contract.

5.1.6 "Special Assessments" shall mean those assessments levied against Unit Owners for the purpose of paying non-recurring, extraordinary expenses (including without limitation, capital expenses) with respect to the Common Elements that are not included in the Approved Annual Budget. Such Special Assessments shall be payable by the Unit Owners in addition to their respective obligations to pay Common Charges. Special Assessments may be payable either in one lump sum or in installments, as the Board shall determine, provided, however, that the Board shall give each Unit Owner affected not less than five (5) Business Days' Notice, except in the case of an Emergency, prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which Notice shall set forth, in reasonable detail, the nature and purpose thereof. The Board shall have all rights and remedies for the collection of Special Assessments as are provided for the collection of Common Charges (including, without limitation, the provisions of Sections 5.12 and 5.13 of the By-Laws).

5.1.7 All costs and expenses attributable to the repair, Maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Section ("Residential Unit Common Expenses") shall be determined by the Residential Committee, and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests. All costs and expenses attributable to the repair, Maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Non-Residential Units ("Non-Residential Unit Common Expenses") shall be determined by the Non-Residential Unit Owners and shall be borne solely by the Non-Residential Unit Owners in proportion to their respective Common Interests. The General Common Expenses shall be allocated between the Residential Units and the Non-Residential Unit as indicated on the allocation of expenses set forth on the initial budget annexed hereto as Schedule B. Notwithstanding anything in the Declaration and/or these Bylaws to the contrary, any modification to the allocation of expenses set forth on Schedule B annexed hereto shall require the consent of the Non-Residential Unit Owner which consent shall not be unreasonably withheld, conditioned or delayed.

5.1.8 Notwithstanding anything to the contrary in this Section 5.1.8, if a Common Element or a Limited Common Element benefits only certain Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Unit Owners who benefit from the Common Element or Limited Common Element in the proportion that the Common Interest of each benefiting Unit Owner bears to the Common Interest of all benefitting Unit Owners. In addition, except as otherwise provided in the By-Laws, such Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Common Element or Limited Common Element, at their sole cost and expense.

5.1.9 Residential Unit Common Expenses shall include, without limitation, such amounts as the Residential Committee may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements. Residential Unit Common Expenses shall also include all such other items provided for in this Declaration or these By-Laws to be Residential Unit Common Expenses, including the expenses associated with the acquisition of a Unit by the Residential Committee. The Residential Committee shall, from time to time and at least annually prepare a budget to meet Residential Unit Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in

accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Unit Common Charges") to meet (a) Residential Unit Common Expenses and (b) the Residential Unit Owners' pro rata share of the General Common Charges. Such budget(s) shall include such amounts for reserves as the Residential Committee deems appropriate. From time to time the Residential Committee may increase or decrease the amount of Residential Unit Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Unit Common Expenses for such fiscal year or any portion thereof.

5.1.10 **Financial Surplus**. If at the expiration of any Approved Annual Budget, the Board determines that there is a surplus of funds in the Condominium accounts, the Board shall distribute the surplus of funds to the Unit Owners Pro Rata, reduce Common Charges due to the Unit Owners for a temporary period of time until the surplus is reduced, retain such surplus and add it to the reserve fund, or any combination of the foregoing, at the Board's sole discretion.

5.1.11 **Real Estate Taxes**. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective share of all real estate taxes with respect to the Property Pro Rata to the Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. Upon the. separate assessment of the Units and issuance of separate bills to the Unit Owners by the taxing authorities, the Unit Owners shall recalculate the real estate taxes paid for the prior tax year in the proportion that the real estate taxes finally assessed against the Units bears to the aggregate of the real estate taxes assessed against the Units ("Tax Recalculation"). The Tax Recalculation shall be determined not more than thirty (30) days after the final tax assessment for the Units and in the event that the taxes paid by a Unit Owner prior to the separate assessment were less than should have been paid in accordance with the Tax Recalculation, not more than ten (10) Days after the date of the Tax Recalculation, such Unit Owner shall reimburse the other Unit Owners for the differential.

5.2 **Insurance**.

5.2.1 The Board shall be required to obtain and maintain or cause to be maintained to the extent obtainable the following insurance ("Condominium Insurance"):

5.2.1.1 Special Form "all risk" building property insurance (including, but not limited to, collapse, loss or damage occasioned by fire, the perils included in the so-called extended coverage endorsement, vandalism and malicious mischief, Acts of Terrorism (as defined in the Terrorism Risk Insurance Act of 2002 including any extensions and amendments thereof ("TRIA") and water damage) on the core and shell of the Building and the Common Elements (for purposes of all risk insurance, the core and shell of the Building will include the Exterior Facade, all sidewalks, columns, girders, floor slabs, ceilings, beams, supports and all load bearing walls regardless of whether located in or appurtenant to a particular Unit), including Builder's Risk during construction of Common Elements or paid for by a Unit Owner who is doing construction work in the Common Elements, in each case in an amount equal to Replacement Cost with an Agreed Amount Valuation, and covering the interests of the Condominium, the Board, all Unit Owners and their Recognized Mortgagees, as their respective interests may appear ("Condominium Property Insurance"). Such insurance may include flood and earthquake

coverage in amounts to be determined by the Board to be reasonably adequate and available, and each of such policies of insurance shall contain a New York standard mortgagee clause in favor of each Recognized Mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Board. Insurance covering Acts of Terrorism shall be required only so long as TRIA is in effect and such insurance is available at reasonable Non-Residential rates and terms. If TRIA is no longer in effect or such insurance is not available at reasonable Non-Residential rates and terms, any Unit Owner may nonetheless require the Condominium to carry such terrorism insurance provided that such Unit Owner assumes and pays all costs and expenses thereof as a Unit Expense. Notwithstanding the immediately preceding two sentences, to the extent any Recognized Mortgage, or any other documents or agreements entered into by any Unit Owner in favor of the applicable Recognized Mortgagee in connection with such Recognized Mortgage (collectively, "Mortgage Loan Documents"), requires any Unit Owner or the Board to maintain terrorism insurance, such Unit Owner or the Board, as the case may be, shall be required to maintain such terrorism insurance in the manner required by such Mortgage Loan Documents.

5.2.1.2 Business income insurance, including loss of Common Charges in an amount equal to the total Common Charges payable by all Unit Owners for at least twelve (12) months;

5.2.1.3 Worker's compensation insurance, New York State disability benefits insurance and employer's liability insurance coverage covering employees of the Condominium, if any, required to be covered by New York State Law;

5.2.1.4 Boiler and machinery insurance constituting part of Building Systems Equipment or Building Systems;

5.2.1.5 Non-Residential general public liability coverage obtainable by combination of a primary general liability policy with an umbrella policy including broad form coverage, contractual liability and Acts of Terrorism (as defined in TRIA) (to the extent such terrorism coverage is required pursuant to Section 5.2.1.1 above), with a combined single limit of not less than Twenty-Five Million Dollars ($25,000,000) per occurrence, which shall be written on an occurrence basis, providing coverage for bodily injury (including death, personal injury and advertising injury), as well as injury or damage to property in or upon the Property, including the sidewalks, arising out of the management, ownership or operation of the Condominium (all of the insurance described in this clause collectively "Condominium Liability Insurance"); it being agreed that the Board may modify any or all of the foregoing limits of Condominium Liability Insurance from time to time, provided, that such modified limits of Condominium Liability Insurance shall be consistent with the limits then customarily being maintained commensurate with property similar to the Property located in the Property Area and are based on the then use and occupancy of the Property.

5.2.1.6 If a sprinkler system shall be located in the Building, but outside of a Unit, sprinkler leakage insurance in amounts reasonably satisfactory to the Board;

5.2.1.7 Directors and Officers (D&O) Insurance (including Employment Practice Liability if the Condominium has any paid employees), covering all Board members with minimum limits of Two Million Dollars ($2,000,000) as adjusted for inflation or such other amount as the Board deems appropriate;

5.2.1.8 Combination crime insurance, including blanket employee dishonesty, covering the Board, the officers of the Condominium, any employees of the Board and the Condominium and also covering the Managing Agent, if the Managing Agent is not required to obtain such coverage for its employees under the Condominium Management Agreement, with a minimum limit of One Million Dollars ($1,000,000) or such other amount as the Board deems appropriate;

5.2.1.9 Such other insurance with respect to the Building, and in such amounts against such other insurable hazards which at the time in question are commonly insured against commensurate with property similar to the Property located in the Property Area as determined by the Board.

5.2.2 Each Unit Owner, at its cost and expense, shall maintain or require the future tenants or occupants of its Unit to maintain, at all times such additional insurance, in type and limit, as is commensurate with property similar to the Property located in the Property Area may reasonably require, including, without limitation, the following insurance ("Unit Owner Insurance"), except as may be otherwise set forth in any Existing Leases; provided, however, a Unit Owner shall not be deemed to be in violation of this Article 5 merely due to the failure of a tenant under an Existing Lease to comply with the requirements of this Section 5.2.2 so long as such tenant under an Existing Lease complies with the insurance requirements under such Existing Lease:

5.2.2.1 Non-Residential General Liability insurance coverage on an occurrence basis with respect to its ownership, operation, maintenance, use and control of its Unit against liability for bodily injury including death, personal/advertising injury, and containing coverage for Acts of Terrorism liability (to the extent such terrorism coverage is required pursuant to Section 5.2.1.1 of the By-Laws) with a limit of not less than Ten Million Dollars ($10,000,000) (all of the insurance described in this Section 5.2.2.1, collectively, "Unit Owner Liability Insurance"), naming the Board, the Condominium Managing Agent, the other Unit Owners and any Recognized Mortgagees, as additional insureds, it being agreed that the Board may increase any or all of the foregoing limits of Unit Owner Liability Insurance from time to time, and such increased limits shall not be less than the limits of liability insurance customarily being maintained commensurate with property similar to the Property located in the Property Area based on the then use and occupancy of the Unit;

5.2.2.2 Special Form "all risk" property insurance for the full replacement cost (including, but not limited to, collapse, loss or damage occasioned by fire, the perils included in the so-called extended coverage endorsement, vandalism and malicious mischief, Acts of Terrorism (to the extent such terrorism coverage is required pursuant to Section 5.2.1.1 of the By-Laws) and water damage covering all of the applicable business and trade fixtures, equipment, movable partitions, furniture,

merchandise and other personal property within the Unit ("Unit Owner Property") and any leasehold improvements performed by or for the benefit of tenants or occupants of its Unit, in each case in an amount equal to "Replacement Cost" with an Agreed Amount Valuation ("Unit Owner Property Insurance");

5.2.2.3 If a sprinkler system shall be located in a Unit (which does not constitute a Common Element), sprinkler leakage insurance in amounts reasonably satisfactory to the Board (if such coverage is not included in the coverage maintained in accordance with Section 5.2.2.2);

5.2.2.4 Boiler and Machinery insurance including explosion insurance in respect of steam and pressure boilers and similar apparatus ("B&M Equipment"), if any, located in such Unit Owner's Unit and not constituting a Common Element, in the amount of the full replacement cost of such B&M Equipment including such B&M Equipment that services the improvements in the Unit;

5.2.2.5 Business interruption coverage, in an amount sufficient to replace twelve (12) months of income, revenue, extra expenses and necessary continuing expenses, including, but not limited to, debt service to be paid by a Unit Owner and rental payments and other continuing expenses for all of the perils listed in Sections 5.2.2.2 through 5.2.2.4 of the By-Laws;

5.2.2.6 During the performance of any Work by a Unit Owner, such Unit Owner shall, at its sole cost and expense, maintain or cause to be maintained by its contractor the following insurance, with such minimum limits, coverage extensions, terms and conditions, as reasonably approved by the Board:

5.2.2.6(a) Worker's Compensation and Disability Benefits Insurance, as required by the laws of the State of New York and Employer's Liability Insurance;

5.2.2.6(b) Non-Residential General Liability insurance, including Products/Completed Operations Coverage, covering the Board, the Condominium Managing Agent, the other Unit Owners and any Recognized Mortgagee as additional insureds, on a primary and non-contributory basis, in an amount customarily maintained and carried consistent with the nature of the Work being performed; and

5.2.2.6(c) All-risk Builder's Risk Coverage covering the Board, the Condominium Managing Agent, the other Unit Owners and any Recognized Mortgagee as additional insureds, in an amount customarily maintained and carried consistent with the nature of the Work being performed.

5.2.2.7 Such other insurance with respect to a Unit, but not the core and shell thereof or any Common Elements to the extent insured under Section 5.2.2.1 of the By-Laws, and in such amounts as the Board from time to time may reasonably request against such other insurable hazards which at the time in question are customarily being maintained commensurate with property similar to the Property located in the Property Area and based on the then use and occupancy of the Unit.

5.2.3 All Policies provided for in this Section 5.2 shall contain clauses or endorsements, to the extent obtainable (without the payment of additional premiums), to the effect that the Policies shall not be materially changed (other than to increase the coverage provided thereby) or canceled or not renewed without at least thirty (30) days' prior Notice to any party named therein as an additional insured, including, without limitation, any Recognized Mortgagee (except that, in the event of non-payment of premium, the Policies may be canceled upon ten (10) days' prior Notice to any party named therein as an additional insured, including, without limitation, any Recognized Mortgagee).

5.2.4 The following provisions shall apply with respect to the insurance requirements of the Board, Unit Owners, or both, as applicable, set forth in this Section 5.2.

5.2.4.1 The policies of insurance shall be from companies rated in the A.M. Best Key Rating Guide with ratings of at least A- and of at least VII, and each such company shall be authorized to write insurance in the State of New York.

5.2.4.2 No Unit Owner shall (1) knowingly do or permit any act or thing to be done in or to its Unit which will invalidate or be in material conflict with any public liability, property or other policy of insurance at any time carried by the Board with respect to the Property, (2) knowingly keep anything in its Unit or in the Common Elements which is prohibited by the Fire Department, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction or (3) knowingly permit its Unit or the Common Elements to be used in any manner which will increase the insurance rate for the Property over that in effect as of the date of the Declaration, unless such Unit Owner pays the additional cost thereof as provided below.

5.2.4.3 Any costs, expenses, fines, penalties or damages which shall be imposed upon the Board by reason of a default by a Unit Owner in performing its obligations under this Section 5.2 or by reason of any increase in the premium charged for insurance carried by the Board resulting from a change in the insurance rate for the Property attributable to a use of such Unit Owner's Unit, other than for rental use, ancillary uses or for any other use to which such Unit is put as of the Declaration Date, shall be assessed against such Unit and shall be payable by the Unit Owner thereof. For all purposes under the By-Laws, a schedule or "makeup" of rates for the Property issued by the New York Fire Insurance Rating Bureau or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

5.2.4.4 Any policies required to be maintained by either the Board or a Unit Owner may be maintained under a blanket policy or policies; provided, however, I that the minimum amount of the total insurance afforded by such blanket policy which shall be allocable to the Unit Owner' Unit and the Work to be performed and any sub limits of such policy allocable to the Unit shall be in amounts which shall not be less than the amounts of the insurance required under the By-Laws, and the protection afforded under such policy shall be not less than that which would have been afforded under a separate policy or policies, and the certificate evidencing such insurance shall contain provisions confirming the foregoing.

5.2.4.5 The coverage required under this Section 5.2 shall be increased upon the reasonable request of a Recognized Mortgagee from time to time with respect to either the Common Elements or the unit on which the Recognized Mortgagee holds a Recognized Mortgage. To the extent such increased coverages are requested by a Recognized Mortgagee, the Unit Owner who holds such mortgage shall bear the increased premiums resulting therefore as a Unit Expense.

5.2.4.6 All policies maintained by the Board shall acknowledge and provide that (a) all Unit Owners and Recognized Mortgagees are deemed additional insureds for any liability insurance except that Unit Owners shall not be considered additional insureds with respect to the operations of their own Unit and (b) the Board is deemed a loss payee for casualty to a Common Element. The Board shall provide a certificate of insurance for all insurance policies, including for renewal or replacement, to all Unit Owners.

5.2.4.7 All policies maintained by the Unit Owners shall acknowledge and provide that the Board and Recognized Mortgagees are deemed additional insureds for any liability insurance. The Unit Owners shall provide a certificate of insurance for all insurance policies, including for renewal or replacement, to the Board.

5.2.4.8 A Unit Owner will endeavor to include in the policies of insurance required to be maintained by a Unit Owner an agreement by the insurer that it will not cancel such policy except after thirty (30) days' prior Notice (or ten (10) Days' prior Notice in the case of cancellation for non-payment of the Premium therefor) to the Board. In addition, a Unit Owner shall promptly notify the Board upon such Unit Owner's receipt of any Notice that any policy of insurance required to be maintained by such Unit Owner will be cancelled. A Unit Owner shall also immediately notify the Board if at any time its insurance coverage fails to meet the minimum requirements of this Section 5.2.

5.2.4.9 The Board will endeavor to include in the policies of insurance required to be maintained by the Board an agreement by the insurer that it will not cancel such policy except after thirty (30) Days' prior Notice (or ten (10) Days' prior Notice in the case of cancellation for non-payment of the premium therefor) to the Unit Owners. In addition, the Board shall promptly notify the Unit Owners upon the Board's receipt of any Notice that any policy of insurance required to be maintained by the Board will be cancelled.

5.2.4.10 Liability coverage shall be endorsed with a severability of interest endorsement, if not otherwise included, stating that if a claim is brought by one insured against another insured under such policy, or by an employee of one insured against another insured under such policy, each insured shall be considered a separate insured for purposes of the insurance. The policies shall be written with a contractual liability endorsement, if not otherwise included, providing coverage for bodily injury or property damage assumed under any type of "written agreement," as defined in the standard ISO liability policy, to the extent permitted by Law.

5.2.4.11 Neither the issuance of any insurance policy under the By-

Laws, nor the minimum limits specified in the By-Laws with respect to a Unit Owner's insurance coverage, shall be deemed to limit or restrict in any way any Unit Owner's liability in connection with or arising out of its Work and the indemnification obligations set forth in the Declaration.

5.2.5 All property insurance maintained under the By-Laws shall contain waivers of subrogation. The Board and each Unit Owner hereby releases, waives and agrees that they shall make no claim (including a claim based on negligence) for recovery against any of the others for damages to or loss of the Common Elements and/or any Unit, or any improvements and betterments thereon or therein, and injury or damage arising out of operations if such damage injury or loss is, or is required under the By-Laws to be, covered by insurance which contains a waiver of subrogation and/or a clause permitting the insured to release or waive such rights prior to the occurrence of a loss. Such waiver of subrogation shall apply to all stated insurance coverages obtained and maintained under the By-Laws.

5.2.6 With respect to insurance obtained by the Board, if any of the insurance coverages or requirements, including without limitation, the deductibles with respect thereto, are unavailable or unavailable at Non-Residentially reasonable rates, then in lieu thereof, the Board may obtain and maintain such other insurance coverages customarily being maintained commensurate with property similar to the Property located in the Property Area.

5.2.7 The Board shall keep copies of all policies required to be maintained by the Board and shall provide copies thereof, upon request, to the Unit Owners. The Board shall keep certificates evidencing the insurance required to be maintained by each Unit Owner and shall make such certificates available for inspection at the office of the Condominium at reasonable times on Business Days. If the Board fails to obtain and maintain the insurance required by the Board in this Article 5, then any one or more of the Unit Owners shall have a joint and several right, upon three (3) Business Days' Notice to the Board, to obtain such insurance in the required amounts. All premiums paid therefor shall be deemed a debt and obligation of the Board to be repaid with interest at the Default Rate. Each of the Unit Owners shall be deemed to have a power of attorney, coupled with an interest, from the Board to act on its behalf to perform the obligations of the Board as set forth in this Section 5.2.7.

5.2.8 Without limiting the remedies of the Board for a Unit Owner's default, in the event that a Unit Owner fails to maintain the insurance required under the By-Laws and provide a certificate or other evidence of insurance required to be provided by each Unit Owner under the By-Laws and does not cure such default within ten (10) Business Days after Notice from the Board or any other Unit Owner, the Disinterested Board Member, on behalf of the Board, shall be authorized (but not required), if the same remains uncured, to procure such coverage on behalf of such Defaulting Unit Owner and the cost thereof shall be charged back to such Unit Owner as a Unit Expense with interest at the Default Rate.

5.2.9 The Board shall obtain and maintain such additional or greater insurance coverage as may be requested in writing by a Unit Owner, provided such Unit Owner shall pay the premium (or increase in existing premiums) related thereto. Such additional premium shall, to the extent the other Unit Owners elect not to obtain such additional or greater insurance coverage, be charged as a Unit Expense against the requesting Unit Owner.

5.3 **Repair or Reconstruction after Fire or Other Casualty.**

5.3.1 If the Building is damaged by fire or other casualty, the Board shall, with due diligence and in as timely a manner as practicable under the circumstances, cause the damage to be repaired and the Building (exclusive of build outs and other similar interior improvements which shall be the responsibility of the affected Unit Owner in accordance with Section 5.4 of the By-Laws) to be restored pursuant to the following provisions of this Section and Sections 5.4 through 5.9 of the By-Laws, unless such casualty is a Substantial Casualty and the Unit Owners do not resolve pursuant to Section 5.5 of the By-Laws to proceed with a Repair, in which event the provisions of Section 5.5 of the By-Laws shall apply.

5.3.1.1 Claims shall be adjusted as follows: (x) if the casualty affects only the Residential Unit (or any portion thereof), such adjustment shall be made by the Residential Unit Owner, (y) if the casualty affects only the Non-Residential Unit (or any portion thereof), such adjustment shall be made by the Non-Residential Unit Owner, and (z) in all other cases, such adjustment shall be made by the Board.

5.3.1.2 The Board shall cause all necessary Repairs with respect to the Common Elements to be performed in accordance with the provisions of this Section 5.3 and Sections 5.4 through 5.9 of the By-Laws. If proceeds with respect to a loss shall be payable to the Board, the Board (i) shall hold such proceeds in trust for the purpose of paying the costs of the Repairs as provided in Section 5.3.1 and (ii) shall apply such proceeds first to the payment in full of the cost of such Repairs before using any part of the same for any other purpose. The Board shall give Notice of completion of any such Repairs to the Unit Owners, then the excess proceeds shall be distributed in accordance with Section 5.8 of the By-Laws. In connection with the Repairs to the Building in accordance with the provisions of this Section 5.3 and Sections 5.4 through 5.9 of the By-Laws, the Board shall, if reasonably required, engage an Architect. The Repairs shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Board by a Contractor approved by the Board.

5.3.1.3 The plans and specifications for Repairs of the Common Elements shall be prepared by the Architect, if any, in accordance with instructions by the Board. The Residential Unit Owners with respect to the Residential Units shall have the right to engage their own designated Architect for the preparation of plans and specifications for Repairs to their respective Units. The Residential Committee shall have the right to engage their own designated Architect for the preparation of plans and specifications for Repairs to the Residential Common Elements. The Non-Residential Unit Owner shall have the right to engage their own designated Architect for the preparation of plans and specifications for Repairs to the Non-Residential Unit. In all cases, the plans and specifications shall provide for the restoration of the damaged portion of the Building as close as Non-Residentially practicable to the Building as it existed prior to the damage or destruction, except to the extent any changes in Law require otherwise. The Board shall cause the Architect, if any, to furnish to each of the Unit Owners and the Board a set of the plans and specifications (and shop drawings upon request), which it has prepared or caused to be prepared for the Common Elements. If, in connection with any Repairs under Section of the By-Laws, a Unit Owner desires to make any material change in the Building, the

consent of the other Unit Owners and, if applicable, any Governmental Authority, shall be required, which consent of the other Unit Owners shall not be unreasonably withheld, conditioned or delayed provided that such change is consistent with the Operating Standard, such change will not have an Adverse Effect on the other Unit Owners, and additional costs associated with such changes over and above those which would be incurred in connection with an "as is" Repair (including without limitation, any increase in Common Expenses as a result of such change) shall be borne as a Unit Expense by the Party requesting such change. The provisions set forth in this Section shall not apply to any improvements and other interior components in a Unit which provisions are set forth in Section 5.4 of the By-Laws.

5.3.1.4 During the course of the Repairs, the Board shall maintain the Builder's Risk insurance required pursuant to Section 5.2.1 of the By-Laws.

5.4 **Improvements and Other Interior Components**. In the event any build outs or other similar improvements to the interior of any of the Units, and any equipment and/or systems that are located outside of the Unit and exclusively serving such Unit, as applicable, are damaged or destroyed by fire or other casualty, the affected Unit Owner, at its sole cost and expense, shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall, at its sole cost and expense, (i) Repair any space so damaged to a habitable and usable condition in compliance and conformity with Law, the Declaration, the By-Laws and the Operating Standard, and (ii) perform such Work so that the visible exterior appearance of the Building shall be in conformity with the Operating Standard.

5.5 **Substantial Casualty**.

5.5.1 Except as otherwise set forth below, damage to or destruction of the Building shall be promptly repaired and reconstructed by the Board, using the proceeds of insurance, if any, on the Building for that purpose, and any deficiency shall constitute Common Expenses, provided, however, if (i) seventy-five percent (75%) or more of the Building is destroyed or substantially damaged ("Substantial Casualty") as determined by the Board, and (ii) the Residential Unit Owner and the Non-Residential Unit Owner do not unanimously duly and promptly resolve to proceed with the repair or restoration at a meeting duly called and held on not less than thirty (30) Days' prior Notice, then in that event the Property or so much of the Property as shall remain, 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, if any, shall be considered one fund and divided among all Unit Owners as set forth in Section 5.5.2 of the By-Laws, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of such Unit Owner's share of such fund all liens on such Unit Owner's Unit.

5.5.2 If a Substantial Casualty occurs and the Unit Owners do not agree to Repair the Building, (i) the Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with Law, and otherwise make the Property and Building safe (all of the activities described in this clause (i), the "Safety Work"), and (ii) the Condominium shall be terminated. The insurance proceeds, net of costs and expenses of the Board and the cost of any Safety Work, shall be disbursed into a trust fund for the

benefit of all Unit Owners and deemed allocated amongst the Unit Owners in proportion to their respective Common Interests and delivered to the Depositary, which trust funds shall thereafter be distributed by the Depositary to each Unit Owner based upon the relative fair market value of each Unit Owner's respective Unit immediately prior to such Substantial Casualty (it being agreed that nothing contained in this Section 5.5.2 shall contravene the intention of all Unit Owners to distribute funds to each Unit Owner based upon relative fair market value). However, no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of net proceeds all liens on such Unit Owner's Unit, in the order of priority of such liens. If the Unit Owners cannot agree as to the relative fair market value of the Units within ninety (90) days following the date of the Substantial Casualty, any Unit Owner shall be entitled to commence an action in a court of competent jurisdiction in the City, County where the Property is located and State of New York, to resolve the issue of each Unit's fair market value. Pending the resolution of a dispute between the Unit Owners (or a final non-appealable order of a court of competent jurisdiction) as to the fair market value of the Units, the Board may direct the Depositary to distribute those funds to the Unit Owners which are not the subject of the dispute.

5.5.3 To the extent that a Recognized Mortgagee has the right under a Recognized Mortgage secured by a Unit, to vote or consent on behalf of the Unit Owner with respect to whether to proceed with the Repairs of the Building or to exercise any proxy granted by the Unit Owner with respect thereto, as provided in this Section 5.5 and provided the Recognized Mortgagee has notified the Board of such right in writing, such rights of the Recognized Mortgagee are hereby recognized and consented to. Under no circumstances will a Recognized Mortgagee have any greater rights under the Declaration or the By-Laws than the Unit Owner whose Unit is the subject of its Recognized Mortgage. The Recognized Mortgagee holding the most senior lien will have the right to vote or consent on behalf of the Unit Owner with respect to whether to proceed with the Repairs of the Building or to exercise any proxy granted by the Unit Owner with respect thereto.

5.5.4 In the event of a Subdivision, each Resultant Unit Owner, upon acceptance of a deed to such Resultant Unit, will be deemed to have granted to the Resultant Board or Sub-Committee representing the Resultant Units created from the Subdivision of a Unit, an irrevocable proxy and power of attorney, coupled with an interest, to be used by the applicable Resultant Board or Sub-Committee in the applicable Resultant Board's or Sub-Committee's sole and absolute discretion, in connection with any vote or solicitation of consents of the Unit Owners for the purpose of resolving whether to proceed with the Repairs of the Building as provided in this Section 5.5 or other vote or consent required of the Unit Owners pursuant to the Condominium Documents. The grant of such irrevocable proxy and power of attorney will run with the land and any subsequent conveyance of a Unit will not be deemed to terminate the proxy or the power of attorney.

5.6 **Determination of Cost.** Each Unit Owner shall be solely responsible for the cost of the Repair to such Unit Owner's Unit to the extent not covered by insurance. The cost of Repairs, if any, after taking into account the insurance proceeds, of the Common Elements shall be allocated to the Unit Owners based on each Unit Owner's respective percentage of Common Interest.

5.7 **Excess Insurance Proceeds**. Upon completion of the Repairs in accordance with the provisions of Section 5.3 of the By-Laws and full payment therefor and for all costs in connection therewith, any excess insurance proceeds shall be distributed as follows:

5.7.1 If a Unit Owner fails to contribute to a deficiency in connection with the Repair as provided in the By-Laws, the amount of such deficiency, together with interest thereon at the Default Rate, shall be paid to the other Unit Owners to the extent advanced by such other Unit Owner Pro Rata based on the amounts advanced by each such Unit Owner for such deficiency.

5.7.2 Any remaining balance shall be paid to the Unit Owners, subject to the rights of any Recognized Mortgagee or holder of any other lien, in order of priority, with respect only to the portion of such balance payable to the Unit Owner whose Unit is encumbered by such Recognized Mortgage or lien, respectively, in proportion to each Unit's respective percentage of Common Interest.

5.8 **Obligation and Rights to Rebuild**. Except as set forth in Sections 5.4 and 5.5 above, the Board and the Unit Owners shall be obligated to Repair the Building regardless of whether or not any insurance proceeds are available. Furthermore, the Board and each Unit Owner shall cooperate with the other Unit Owners and the Board in connection with any such Repairs to the Building.

5.9 **Costs Defined**. For purposes of Sections 5.3 through 5.7.2 of the By-Laws, Architects' fees, attorneys' fees (other than those arising from a dispute between or among the Parties under the By-Laws, including, without limitation, a dispute that is submitted to Arbitration), consultants' fees, title insurance premiums and other similar costs and expenses (including costs incurred by the Board) relating to Repairs of the Units, or of the Common Elements, shall be included in the costs and expenses of any such Repairs of the Units, or of the Common Elements, respectively, and shall be payable in accordance with Section 5.6 of the By-Laws.

5.10 **Payment of Common Charges**.

5.10.1 The Unit Owners shall be obligated to pay to the Board the Common Charges and Special Assessments in accordance with the provisions of Section 5.1 of the By-Laws. Common Expenses may be allocated among Unit Owners in a manner different from the allocation of Common Interest provided such allocation is based on the proportion of expenses and charges fairly attributable to such Units and the Unit Owners agree that such allocation is fair and justified based on usage, benefit or metering.

5.10.2 No Unit Owner shall be liable for the payment of any part of the Common Charges, Special Assessment or Unit Expenses (and interest thereon) assessed against such Unit Owner's Unit subsequent to the effective date of a sale or other conveyance by such Unit Owner (made in accordance with the By-Laws) of such Unit together with its appurtenant Common Interest. A purchaser or transferee of a Unit shall be liable for the payment of Common Charges, Special Assessments or Unit Expenses accrued and unpaid against such Unit prior to the acquisition by such purchaser or transferee of such Unit. Except to the extent prohibited by Law, the Board, (x) on behalf of all Unit Owners shall have a lien on each Unit for unpaid Common

Charges, Special Assessments and Unit Expenses, and (y) on behalf of any Creditor Unit Owner, shall have a lien on each Unit of a Debtor Unit Owner for unpaid Common Charges and/or Special Assessments paid or otherwise incurred by such Creditor Unit Owner on behalf of the Debtor Unit Owner.

5.10.3 No Unit Owner may exempt itself from liability to pay Common Charges, Special Assessments or Unit Expenses or from any of its other obligations under the Declaration or the By-Laws by waiver of the use or enjoyment of any of the Common Elements or by abandonment of its Unit. Any sums assessed against a Unit Owner by the Board, or expended by a Unit Owner or the Board on behalf of another Unit Owner (including, without limitation, for Unit Expenses) as provided in the Declaration or the By-Laws, shall be deemed Common Charges payable under this Section 5.10 for which the Board shall have a lien for nonpayment as provided in Section 5.12 of the By-Laws.

5.10.4 The lien on any Unit for unpaid Common Charges (including Special Assessments and Unit Expenses), together with interest thereon, held by the Board shall be prior to all other liens but subordinate to the lien for taxes assessed against the Unit in favor of any assessing Governmental Authority and the liens of any Recognized Mortgage.

5.10.5 Notwithstanding Section 5.10.2 of the By-Laws, neither the seller nor the purchaser of a Unit shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges, Special Assessments or Unit Expenses against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Board (provided such statement is so requested by the seller or purchaser of the Unit prior to closing of title to the Unit).

5.11 **Collection of Common Charges**. The Disinterested Board Member(s), on behalf of the Board, and pursuant to the Declaration and the By-Laws, shall take prompt action to collect any Common Charges, Special Assessments and Unit Expenses due to the Board, which remain unpaid for more than thirty (30) Days after the due date for payment thereof.

5.12 **Default in Payment of Common Charges and other Obligations**. In the event any Unit Owner fails to make payment of Common Charges, Special Assessments or Unit Expenses when due, such Unit Owner shall be obligated to pay interest thereon at the Default Rate (provided that the Unit Owner has received prior Notice from the Board or the Condominium Managing Agent and an opportunity to cure pursuant to Section 5.24 of the By-Laws) on such unpaid amounts computed from the due date thereof, together with all reasonable expenses, including, without limitation, reasonable attorneys' fees paid or incurred by the Board or by the Condominium Managing Agent in any proceeding brought to collect such unpaid Common Charges, Special Assessments or Unit Expenses, as applicable, or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges, Special Assessments or Unit Expenses, as applicable, as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by Law. Notwithstanding the foregoing, the Board may establish its own reasonable alternate fees for late payments, whether such fees are more or less than the charges set forth in this Section 5.12. All such "late charges," interest, fees and expenses (collectively, "Default Costs") shall be added to and shall constitute Common Charges or Special Assessments, as applicable, payable by such Unit

Owner and the Board's lien for unpaid Common Charges and/or Special Assessments and/or Unit Expenses, as applicable, shall also secure payment of such Default Costs. The Board shall diligently and in good faith enforce the obligations of each Unit Owner to pay Common Charges, Special Assessments or Unit Expenses. If a Unit Owner fails to make any payments required to be made under the terms of the Declaration and the By-Laws (such Unit Owner, a "Debtor Unit Owner"), the Board shall give prompt Notice of such failure to the Debtor Unit Owner's Recognized Mortgagee with opportunity to cure within ten (10) Business Days following receipt of such Notice and the Board shall accept any such cure by such Recognized Mortgagee. Thereafter, the other Unit Owners may, but shall have no obligation to, make such payment ("Creditor Unit Owner"), provided, such Creditor Unit Owner gives Notice to the Debtor Unit Owner, the Debtor Unit Owner's Recognized Mortgagee, if any, in accordance with Section 6.3 of the By-Laws and the Board of its intention to make such payment if such default is not cured within thirty (30) Days following receipt of such Notice. The Creditor Unit Owner shall be entitled to reimbursement for all such payments, including reasonable expenses incurred as a result thereof, together with interest earned thereon from the date advanced until the date paid at the Default Rate and the Board shall have a lien on the Debtor Unit Owner's Unit as though such amounts were payable to the Board as Common Charges, but such lien shall be held and enforced by the Disinterested Board Member(s) on behalf of the Board, and pursuant to the Declaration and the By-Laws, for the benefit of the Creditor Unit Owner. Notwithstanding the foregoing, the Board shall accept payment of any sum or performance of any act by a Recognized Mortgagee required to be paid or performed by a Unit Owner pursuant to the provisions of the Condominium Documents, with the same force and effect as though paid or performed by such Unit Owner.

5.13 **Foreclosure of Liens for Unpaid Common Charges**. Upon the foreclosure of a lien on a Unit by the Disinterested Board Member(s), acting on behalf of the Board and pursuant to the Declaration and the By-Laws, because of unpaid Common Charges, Special Assessments or Unit Expenses, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit from and after the commencement of the foreclosure action and the purchaser in such foreclosure action shall be entitled to collect the same. A suit to recover a money judgment for unpaid Common Charges and/or Special Assessments and/or Unit Expenses shall be maintainable without foreclosing or waiving the lien securing such charges. No action shall be brought to foreclose such lien unless thirty (30) Days' Notice of claim of lien is given to the Defaulting Unit Owner and any Recognized Mortgagee thereof. The Board, acting on behalf of the Unit Owners, shall have the power to bid in the amount of the lien at the foreclosure sale and to acquire and hold, lease, mortgage and convey same. As long as the lien for unpaid Common Charges, Special Assessments and Unit Expenses is superior to the lien of any mortgage on such Unit, the Unit Owner of such Unit shall not be liable for any deficit if the net proceeds received on such foreclosure sale (after deduction of all reasonable legal fees, advertising costs, brokerage commissions and other reasonable costs and expenses incurred in connection therewith) are insufficient to satisfy the Defaulting Unit Owner's obligations under the By-Laws. If the lien for unpaid Common Charges, Special Assessments and/or Unit Expenses is subordinate to the lien of any mortgage on such Unit, then a purchaser of a Unit shall be liable for the payment of Common Charges, Unit Expenses and any Special Assessments accrued and unpaid against such Unit prior to the acquisition by such purchaser of such Unit, subject to Section 5.14 of the By-Laws; and the owner of such Unit prior to the foreclosure sale or deed in lieu of foreclosure shall remain liable for the payment of all unpaid Common Charges, Unit Expenses and any Special Assessments, which accrued prior to such sale or deed in lieu of foreclosure.

5.14 **Statement of Common Charges and Certificate of Estoppel**. Upon the request of any Board Member, Unit Owner or Recognized Mortgagee, the Disinterested Board Member(s), on behalf of the Board, shall promptly provide a written statement of all unpaid Common Charges, Special Assessments, Unit Expenses, late charges and interest due to it from a Unit Owner. Upon the request of the Non-Residential Unit Owner or a Recognized Mortgagee of the Non-Residential Unit, the Disinterested Board Member(s), on behalf of the Board, shall promptly execute and deliver an estoppel certificate in accordance with the provisions of Section 6.6.7 of the By-Laws.

5.15 **Property Operations**.

5.15.1 If any Maintenance or Repairs to the Property or any part of the Property, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense shall be borne by such Unit Owner, or (ii) the Board, the entire cost and expense (to the extent not covered by insurance maintained by the Board pursuant to these By-Laws) shall be borne by the Board as a Common Expense and specially allocated to the Unit Owner on whose behalf the Board acted or the transaction primarily benefits. Each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to Maintain and Repair such Unit Owner's Unit or any portion thereof as required in these By-Laws.

5.15.2 Each Unit and all portions of the Common Elements shall be kept in accordance with the Operating Standard by the Unit Owner or the Board, whichever is responsible for the Maintenance thereof, and such Unit Owner or the Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all Work, including painting, that is necessary in connection therewith. Each Unit Owner shall have the affirmative duty to Maintain its Unit in such a manner so as to reasonably prevent and avoid imposing an Adverse Effect on another Unit Owner.

5.15.3 The Board shall be responsible for the Maintenance and Repair of all sidewalks surrounding the Building (including, cleaning and snow and ice removal, replacement when required). The costs and expenses incurred by the Board in connection with such Work shall be specially allocated to all Unit Owners as a General Common Expense in accordance with Schedule B annexed hereto.

5.15.4 All replacement windows and the construction materials to be used to replace the facade of the Building shall harmonize and be consistent with architectural aesthetics of the original windows and facade of the Building, as determined in the sole judgment of the Board. Such determination shall be made within thirty (30) Days after the plans and specifications for such replacement items are given to the Board. If the replacement is in connection with an Alteration (and not a Repair) and Board shall object to the proposed replacement, no explanation need be 'given for such objection, which shall not be subject to challenge or contest, and no manner of recourse may be pursued against the objecting party. However, in the case of a replacement for a needed Repair, a reasonably detailed explanation of the failure of the replacement windows or construction material to harmonize and be consistent with the architectural aesthetics of the original windows and facade of the Building shall be given by the objecting party to the party seeking to make such Repair. Any dispute with respect to a needed Repair and the reason for the objection shall be submitted to Arbitration. If a replacement of a window and its frame is approved

by the Board, the Work shall be performed by the Board at the sole cost of the applicable Unit Owner. The cleaning of all windows shall be at the sole cost of the Unit Owner to which such windows are appurtenant.

5.15.5 In the event that any Unit Owner, after receipt of written notice from the Board, fails or neglects in any way to perform any of its obligations with respect to the painting or other Maintenance or Repair of its Unit (or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-Laws), the Board shall have the right ("Right of Self-Help"), but not the obligation, to perform or cause to be performed such Work unless such Unit Owner, within ten (10) Days after receiving Notice of such default by the Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred by the Board in connection with the performance of such Work in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of two percent (2%) per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Board and shall, for all purposes, constitute additional Common Charges payable by such Unit Owner.

5.16 **Alterations and Repairs to Units**. Each Unit shall be Maintained in good order and repair in a manner consistent with the Operating Standard, subject to any rights of Existing Tenants, by the Unit Owner thereof at its sole cost and expense. The Unit Owners shall promptly make or perform, or cause to be made or performed, all Maintenance and Repairs necessary in connection with their respective obligations under the Condominium Documents. Each Unit Owner shall have the affirmative duty to Maintain its respective Unit in such a manner so as to reasonably prevent and avoid imposing an Adverse Effect on the other Unit Owners.

5.16.1 Unit Work. Each Unit Owner shall have the right, pursuant to the terms of Article 10 of the Declaration but subject to the provisions of the By-Laws, to perform Work, to or upon the interior of its Unit, whether structural or non-structural, ordinary or extraordinary, including decorations, interior or exterior, to and upon the Unit, its appurtenant Limited Common Elements and the Building Systems in and/or appurtenant to the Unit (collectively, "Unit Work") in compliance with Law and subject to the provisions of this Section 5.16.

5.16.1.1 Except as otherwise provided in the Declaration, no Residential Unit Owner shall make any structural alteration, addition, improvement or repair in or to his or her Unit without the prior written approval of the Board. The Board shall have the obligation to answer any written request by Residential Unit Owners for approval of a proposed structural alteration, addition, improvement or repair in or to such Residential Unit Owner's Unit within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Board may exercise the right to reasonably approve the Residential Unit Owner's contractors and suppliers, and may, at its option, require the Residential Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition,

improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. The Board may impose fees upon a Residential Unit Owner to reimburse the Condominium for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this subsection 5.16.1.1, neither the Declarant or its designee, nor the Non-Residential Unit Owner or its designee, nor a Recognized Mortgagee (or its designee) of the Declarant or its assignee, shall be required to obtain the approval of the Board for any structural alteration, addition, improvement or repair in or to Residential Section or Non-Residential Unit, as applicable, or enter into any alteration agreement with respect thereto.

5.16.1.2 No Unit Work may jeopardize the soundness or structural integrity of any Unit or the Common Elements or the safety of any Permitted Users or involve Non-Residentially unreasonable levels of noise, odors or vibrations (taking into account the fact that portions of the Building may be occupied by tenants). Each Unit Owner shall make Non-Residentially reasonable efforts to perform Unit Work in a manner so as to minimize any Adverse Effect on the other Unit or the Common Elements. Notwithstanding anything to the contrary set forth in this Section 5.16.1.1, the restrictions imposed on Unit Work shall not apply to any Existing Leases, to the extent that the terms of the Existing Lease provide otherwise. No Unit Owner shall have the right to modify the appearance of the Exterior Facade without first obtaining the consent of the Board, except that no Board approval shall be required if such modification is required by Law. No consent of the Board or the other Unit Owners shall be required in connection with the modification of the appearance of a Unit Owner's storefront or its Signage so long as such modification conforms to the Operating Standard and such Unit Owner has obtained any approval required by Law.

5.16.1.3 Each Unit Owner, at its expense, shall obtain and keep in effect during the course of the Unit Work, all necessary municipal and other governmental permits, authorizations, approvals and certificates for the commencement and prosecution of its Unit Work and shall obtain final approval thereof upon completion (including, without limitation, a certificate of occupancy or an amendment thereto, if required by Law), and deliver copies of the same to the Board, and obtain and maintain insurance coverage with respect to the Unit Work as required under Section 5.2 of the By-Laws. The Board shall cooperate with a Unit Owner and, at such Unit Owner's expense, execute all applications, authorizations and other instruments reasonably required to enable such Unit Owner to obtain such permits, authorizations, approvals and certificates, provided the Board receives the indemnity referenced in Section 5.16.5 of the By-Laws. To the extent the Board on a non-discriminatory basis determines that it is reasonably necessary, the Unit Owner undertaking the Unit Work shall reimburse the Board, within thirty (30) Days of receipt of Notice of such expenses, for all reasonable fees and expenses incurred by the Board in connection with necessary and reasonable inspections of the Unit Work to determine whether the same are being or have been performed in accordance with the approved plans and specifications therefor and all requirements of (i) Law; (ii) insurance carriers providing insurance coverage pursuant to Section 5.2.1 of the By-Laws; (iii) the Declaration; and (iv) the By-Laws (including, with respect to Unit Work which may affect the Building structure, systems or exterior, the fees and expenses of any Architect employed for such purpose). Any costs of the Board associated with the Unit Work

including, but not limited to, the costs set forth above, shall be deemed "Related Costs."

5.16.1.4 All Unit Work shall be completed with reasonable diligence and designed and undertaken in such manner as not to unreasonably interfere with, delay or impose any expense upon the Board or the other Unit Owners in the construction, cleaning, safety, management, performance of Work, security, or operation of the Building, or any part thereof, and so as not to unreasonably interfere with, or cause unreasonable interruption of, the operation and Maintenance of the Building, or any part thereof, or cause unreasonable annoyance to, or unreasonable interference with, the use and occupancy of the Building and the other Unit by the Permitted Users.

5.16.1.5 Prior to a Unit Owner performing Unit Work at the Property requiring a building alteration permit issued by the New York City Department of Buildings, application must be made to, and approved by, the New York City Landmarks Preservation Commission for (i) a Certificate of No Effect, in the case of interior work, and (ii) either a Certificate of No Effect or Certificate of Appropriateness, whichever is applicable, in the case of exterior work.

5.16.2 Notice Work. No Unit Work (x) involving any structural Alterations or (y) impacting in any material respect any Building System or Common Element appurtenant to another Unit (collectively, "Notice Work") shall be commenced by or on behalf of a Unit Owner ("Performing Unit Owner") until the Board has been furnished with: (i) certificates of insurance evidencing that the insurance required in connection with the Unit Work under Section 5.2 of the By-Laws, or as required by the Board in its reasonable discretion, has been obtained and is in full force and effect, along with reasonably satisfactory evidence of payment of premiums therefor, indicating that the insurance coverage required by the By-Laws or then required by the Board to be carried during the making of any Unit Work is in effect; (ii) a certification (in form and content reasonably satisfactory to the Board) of a New York licensed structural engineer and/or mechanical engineer, as applicable, having at least ten (10) years' experience involving similar structures in the Borough in which the Property is located, stating in the case of structural Alterations that such Notice Work will not adversely impact the Structural Integrity of the Building or result in the inability to add additional floors to the height of the Building, and in the case of Work impacting a Building System or Common Element appurtenant to another Unit, that such Notice Work will not adversely impact the functioning of the Building Systems or the Operation of such Common Element. For purposes of this Section 5.16.2, "Structural Integrity'' shall include, without limitation, the weight bearing load of all structural columns, beams, and members of the Building, the engineering of the Building as it exists on the Declaration Date and all other matters relating to the structure of the Building; (iii) in the case of Notice Work involving noise, odor or vibrations, a certification of the architect or engineer for the Notice Work (or such other consultant reasonably acceptable to the Board) stating that such Notice Work will be performed in a Non-Residentially reasonable manner so as to minimize such noise, odor or vibrations (taking into account the fact that portions of the Building will be occupied by tenants); and (iv) all necessary permits, authorizations, approvals and certificates from any Governmental Authority required for the commencement and prosecution of the Unit Work have been obtained (subparagraphs (i) through (iv) collectively, "Notice Work Conditions").

5.16.2.1 Except in case of an Emergency (in which event the

Performing Unit Owner must use Non-Residentially reasonable efforts to notify the Board or the Condominium Managing Agent and other Unit Owner as soon as possible, including by e-mail or telephone), a Performing Unit Owner shall not commence Notice Work or any material modification to previously approved Notice Work unless (i) the Performing Unit Owner has given at least ten (10) Business Days' prior written notice to the other Unit Owners and the Board ("Work Notice Recipients") of its intent to perform the Notice Work ("Work Notice") which Work Notice shall include a set of plans of the Notice Work and a copy of the application for the building permit for the Notice Work and (ii) the Performing Unit Owner has (x) not received written objection thereto from any of the Work Notice Recipients pursuant to Section 5.16.2.2 of the By-Laws, (y) received consent from the Work Notice Recipients with respect to the Notice Work, or (z) received a written Arbitration determination in accordance with Section 5.16.2.2 of the By-Laws authorizing the Performing Unit Owner to perform the Notice Work (subsections (x)-(z) herein collectively resulting in "Authorized Notice Work").

5.16.2.2 The Work Notice Recipients, within ten (10) Business Days of receipt of a Work Notice, may submit a written objection to the proposed Notice Work to the Performing Unit Owner setting forth in detail, the basis for such objection. If such an objection is submitted and not resolved by the Performing Unit Owner and the Work Notice Recipients, the proposed Notice Work may only be performed if, prior to commencing such Notice Work, the matter is submitted to Arbitration for a determination of whether the Notice Work will satisfy the requirements of this Section 5.16 including, without limitation, the Notice Work Conditions. The Work Notice Recipients shall only have the right to submit a written objection if the proposed Notice Work will have an Adverse Effect on a Unit Owner other than the Performing Unit Owner. Additionally, if the Notice Work is expressly permitted under the Condominium Documents or otherwise by written agreement between the Unit Owners, then an objection may only be made with respect to the means, methods, plans and specifications, and not the underlying concept, of such Notice Work and no condition shall be placed on such Notice Work that would make performance thereof impractical. In the event the Work Notice Recipients do not make a written objection to the Notice Work within the ten (10) Business Day period, the Work Notice Recipients will be deemed to have waived any objections and the Performing Unit Owner shall be authorized to perform the Notice Work, subject to compliance with the By-Laws.

5.16.2.3 Any application to any department of The City of New York or to any other Governmental Authority having jurisdiction thereof for a permit to perform structural Alterations or Repairs in or to any Unit shall, if required by Law or such Governmental Authority, be executed by the Board, provided (i) that such structural Alterations or Repairs constitute Authorized Notice Work; (ii) that the Board shall not incur any liability, cost or expense in connection with such application or to any Unit Owner, contractor, subcontractor, materialman, or Architect on account of such Alterations or Repairs, or to any Person having any claim for injury to person or damage to property arising therefrom; and (iii) the Unit Owner undertaking such structural Alterations or Repairs (or an entity reasonably acceptable to the Board) shall have executed and delivered to the Board the indemnity referenced in Section 5.16.5 of the By-Laws.

5.16.3 Neither the Board nor the Unit Owners (other than the Unit Owner performing any Work or causing the same to be made) shall incur any liability, cost or expense (i) in connection with the preparation, execution, or submission of the applications referred to in Section 5.16.2.3; (ii) to any contractor, subcontractor, materialman, or Architect on account of any Work performed or caused to be performed by the other Unit Owners; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom.

5.16.4 Maintenance. Except as otherwise expressly provided in the Declaration or the By-Laws, all Maintenance, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (except for the Common Elements located within the Unit or as otherwise provided in the By-Laws) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense and (b) in or to the Common Elements shall be made by the Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense. Notwithstanding any other provision of the By-Laws to the contrary:

5.16.4.1 In the event that any Maintenance or Repair to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant, Permitted User or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner or (b) the Board, the entire cost thereof shall be charged to the Unit Owners as a Common Expense and allocated in accordance with each Unit Owner's percentage of Common Interest, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions of the By-Laws.

5.16.4.2 The public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the Operating Standard, by (a) the Board with respect to the Common Elements, and (b) each Unit Owner with respect to its Unit.

5.16.5 Upon request of a Unit Owner, the Board shall execute (i) any declaration or other instrument affecting such Unit Owner's Unit which the Unit Owner deems necessary or appropriate to comply with any Law, applicable to the Maintenance, Alteration or Repair of such Unit and which would not have an Adverse Effect on another Unit Owner or otherwise violate the Declaration or the By-Laws, and (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Unit which the Unit Owner deems necessary or appropriate and which would not have an Adverse Effect on another Unit Owner or otherwise violate the Declaration or the By-Laws; provided, in each such case the Board shall have received an indemnity in form and substance acceptable to the Board and from a creditworthy entity acceptable to the Board, in its reasonable discretion, indemnifying the Board from any and all liability and claims in connection with such instrument, declaration, easement, amendment or other document. All reasonable costs and expenses of the Board in connection with the foregoing shall be paid by the Unit Owner making such request.

5.16.6 No consent or approval by the Board or the other Unit Owners, if such consent or approval is required under any provision of the Declaration or the By-Laws (and no approval of any plans and specifications or other information submitted in connection with a request for consent, including the approval of any Signage, whether or not such approval is

required of the Board or the other Unit Owners) shall (i) be deemed an agreement by the Board or any other Unit Owner that such plans and specifications conform to Law or the requirements of any insurer insuring the Units or the Common Elements; (ii) be deemed a waiver by the Board or the other Unit Owners of compliance by the Unit Owner performing the Work with Law or any such insurance requirements or any other any requirements under the Declaration and the By-Laws, (iii) impose any additional liability or obligation upon the Board or such other Unit Owner with respect to any Work performed in connection therewith, (iv) relieve the Unit Owner performing the Work from any Claims that the Board or another Unit Owner may have with respect to any Work performed in connection therewith or (v) constitute an assumption by the Board or such other Unit Owner of any liability for any Work to which the same relates, the accuracy, suitability or soundness of such plans and specifications or other information.

5.17 **Performance of Work in Common Elements.**

5.17.1 Except as otherwise expressly provided in the By-Laws, the Board shall be responsible for and shall operate and Maintain the Common Elements and any appurtenances thereto (including the sidewalks and the public curbs appurtenant to the Property), including but not limited to, the public areas adjacent to the Building, in good order and Repair in a manner consistent with the Operating Standard and subject to the rights of Existing Tenants in the Building, with the costs thereof allocated between the Unit Owners based on Common Interest. Whenever in the judgment of the Board, the Common Elements require Maintenance or Repair ("Common Element Work"), the Board shall proceed with the Common Element Work and shall assess all Unit Owners for the cost (including the Related Costs) thereof as a Common Expense as provided in Section 5.1 of the By-Laws unless the necessity therefor was caused by a breach of the Condominium Documents by a Unit Owner, in which event the cost thereof shall be a Unit Expense payable with interest at the Default Rate by the Defaulting Unit Owner.

5.18 **Restrictions on Use of Units.**

5.18.1 In addition to the restrictions on use set forth in Article 9 of the Declaration, in order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the Operating Standard and the terms contained in this Section 5.18 and in Section 5.20 of the By-Laws.

5.18.2 A Residential Unit may be used only as a residence and, subject to compliance with the By-Laws, for a lawful home occupation subject, however to the zoning lot classification of the Property as Joint Living-Work Quarters for Artists. Accordingly, at least one occupant of each Residential Unit must be certified by the New York City Department of Consumer Affairs ("DCA"). Certification as a working artist is necessary in order for an individual to qualify for joint living-working space in the M1-MA and M1-5B zoning districts (SoHo and NoHo). Under Sections 275-6 of Article 7-B of the Multiple Dwelling Law, an "artist" is defined, for the purpose of qualifying for joint living-working quarters in cities with populations of over one million-- as "a person who is regularly engaged in the fine arts, such as painting and sculpture, or in the performing or creative arts, including choreography and filmmaking, or in the composition of music, on a professional basis and is so certified by the city department of cultural affairs and/or state council on the arts." Once granted by the DCA, the artist's certification is valid for as long as the individual certified resides in the loft unit in which he or she resided at the time

of certification. Under the DCA's current regulations governing artist certifications, if the artist moves within one (1) year following the date of certification, he or she can request a change of address in his or her certification. If more than one (1) year has elapsed, the individual must apply for recertification, but need only submit information relevant to the period of time, which has elapsed since the date of the original certification. Notwithstanding the foregoing, the Unit may be rented by Sponsor, subject to compliance with any applicable requirements of the zoning regulation, i.e., lessees must be a certified artist. Each such Unit may only be occupied by: (i) any individual who is a Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a 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 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, principal or employee is designated as the primary occupant of the Unit and is not being designated to use the 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 or 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 partners, domestic employees and/or non-paying guests of any foregoing. All of the foregoing are "Permitted Users."

5.18.3 The Unit Owners shall not use or occupy the Units or the Building or any part thereof or permit the Units or the Building or any parts thereof and the Board shall not permit any part of the Building to be used or occupied for the use, storage, production or generation of Hazardous Materials in violation of Hazardous Materials Laws.

5.18.4 Each Unit Owner and Permitted Users of a Unit shall provide keys and access combinations to the Board or the Condominium Managing Agent, if any.

5.18.5 Use of the Non-Residential Unit shall be subject to the further use restrictions set forth on Exhibit G to the Declaration.

5.19 **Use of Common Elements.**

5.19.1 Common Elements may be used only for the furnishing of services and facilities and for the other uses for which they are reasonably suited.

5.20 **Other Provisions as to Use.**

5.20.1 All Laws, including without limitation, zoning ordinances, and all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Property or any portion thereof, shall be complied with at the full expense of the Unit Owners or the Board (in which event, such expense shall be paid by the Unit Owners as a Common Charge), whoever shall have the obligation to Maintain such part of the Property. Notwithstanding anything to the contrary set forth above, if the compliance required pursuant to this Section is required solely because of the nature of the use, possession and management of or activities by one of the Unit

Owners or its tenants, subtenants or invitees, then such Unit Owner shall be solely liable for the costs and expense of such compliance.

5.20.2 No Unit Owner shall do, suffer or permit to be done anything in its Unit, or in or to any Common Elements, which would: (1) impair the soundness or safety of the Building, or reduce the value thereof in any material respect, or materially impair any easement pertaining to the Property, (2) result in or materially threaten the cancellation of any insurance carried by the Board or any Unit Owner, (3) be noxious or offensive or an unreasonable interference with the peaceful possession and proper use of the other Unit, or otherwise constitute a nuisance; or (4) be in violation of any Laws or insurance requirements with respect to the insurance referred to in clause (2) above, or (5) be in violation of the certificate of occupancy for such Unit or the Building.

5.20.3 If any governmental license or permit (other than a certificate of occupancy or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building), shall be required for the proper and lawful conduct of any business in a Unit, it shall be the responsibility of the Unit Owner of such Unit to duly procure and thereafter maintain such license or permit and submit the same to inspection by the Board. The Unit Owner shall at all times comply with the terms and conditions of each such license, permit, or certificate of occupancy.

5.20.4 No Unit Owner shall discharge or permit to be discharged any materials into waste lines, vents or flues of the Building which might reasonably be anticipated to cause damage thereto or any fumes, vapors, or odors into flues or vents or otherwise except in accordance with Law.

5.20.5 Each Unit Owner using all or any portion of its Unit for the permitted purposes of serving or preparing food shall engage, or shall ensure that its Permitted Users engage, a licensed exterminating service reasonably satisfactory to the Board, to service its Unit at intervals sufficient to keep the Premises free of vermin and insects. Upon notice from the Board that there are vermin in the Premises or vermin anywhere in the Building which might have been attracted thereto or maintained therein by such use of the applicable Unit, the applicable Unit Owner shall cause the frequency of such exterminating service to be increased and do or cause to be done in its Unit whatever else may be necessary in order to eliminate such condition. Such Unit Owner and its Permitted Users shall also Maintain such other sanitary services, including independent carting company contracts, reasonably satisfactory to the Board, as and when necessary, to keep the Premises free of accumulation of refuse and debris. The Board may from time to time, and at any time, inspect the Unit, to confirm that the Premises are free of vermin and debris.

5.20.6 No Unit Owner shall use the plumbing or sewage facilities of the Building for any purpose other than that for which they were designed or constructed. No Unit Owner shall dispose of any substances in its Unit or elsewhere on the Premises, including without limitation, sweepings, rubbish, rags, acids or other foreign substances, which may clog, erode, or damage the plumbing or sewage pipes, lines, or conduits. If any Unit Owner uses its Unit for the preparation or sale of food, such Unit Owner shall install and Maintain an appropriate ventilation system, including, but not limited to Non-Residential-grade air-scrubbers, to control, manage, minimize, neutralize, and dispel kitchen emissions, as well as any grease traps that may be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing or sewage facilities

servicing the Premises. The development and implementation of ventilation plans and systems with respect to any Unit in which a restaurant or Non-Residential food preparation facility is operated, is subject to the prior review and approval of the Board and must be Maintained in accordance with all Rules and Regulations, applicable Laws, and any protocol established by the Board from time to time.

5.20.7 All machines and equipment of whatever kind or nature (including, without limitation, equipment used in connection with any business being conducted in the Units) installed and/or used in a Unit shall not exceed the permissible floor or electrical loads for said Unit and shall be so equipped, installed, used and Maintained by the Unit Owner as to reasonably prevent the transmission of noise, vibration or electrical or other interference from such Unit to any other area of the Building. All radio, television, telecommunications 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 such equipment in such Unit Owner's Unit.

5.20.8 Without the consent of the Board, no Unit Owner shall use or permit to be used the sidewalks or other space outside the Building (except as may be permitted under Existing Leases so long as such Existing Leases are in effect) for any solicitation, display, sale or similar undertaking (except for the installation and Maintenance of Signage as permitted under the By-Laws) and no Unit Owner shall use or permit to be used any loudspeaker or other sound system or advertising device which may be heard outside the Unit. No radio antennae, television aerials, satellite dishes, or similar devices shall be permitted to be attached to or hung from the Exterior Facade.

5.20.9 In no event shall a Unit Owner use the sidewalk or other areas for outdoor seating unless specifically permitted by the Board in the absolute discretion of the Board.

5.20.10 Except as specifically provided in the By-Laws, the sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building which are Common Elements shall not be obstructed or used for any purpose other than ingress to and egress from the Units, the street and other Common Elements.

5.20.11 Except as otherwise provided below, each Unit Owner shall be responsible for cleaning the interior and exterior of the windows appurtenant to its Unit at its sole cost and expense and shall cause such windows to be cleaned in a manner consistent with the Operating Standard. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned in violation of Law. Each Unit Owner shall indemnify the Board and the other Unit Owners and their respect agents and employees, for all Claims resulting from such violation of Law; except as may be caused by the gross negligence or willful misconduct of the other Unit Owners, or its employees, contractors or assignors or the Board, as applicable.

5.20.12 If at any time it is required by Law to place scaffolding, sidewalk sheds, sidewalk bridges, dumpsters, cranes or other equipment, site or construction related materials and facilities (collectively, "Construction Equipment"), on or over the sidewalks around

the Property, such Construction Equipment shall to the full extent practicable and permitted under Law be erected in such a manner so as not to unreasonably obstruct the windows of a Unit or access to the Building or visibility of any permitted Signage on the Exterior Facade. All such Construction Equipment shall contain Signage naming any Unit Owner or its tenant, if any, whose Signage is blocked by such scaffolding. Any such Signage on the Construction Equipment shall be in compliance with Law and the provisions of Section 5.21 of the By-Laws, and shall, to the extent reasonably practicable, be in approximately the form of the applicable Unit Owner's or tenant's existing Signage or such other form as the affected Unit Owner shall consent, which consent shall not be unreasonably withheld, conditioned or delayed. The cost of the Construction Equipment, including any Signage thereon, shall be a Common Expense allocated Pro Rata, and shall be constructed, maintained, and removed at the direction of the Board. The Board or Condominium Managing Agent shall notify the Unit Owners at least thirty (30) Days prior to erecting any Construction Equipment (except in cases of Emergency) and shall perform, or cause to be performed, the work for which such Construction Equipment is erected as expeditiously as possible under the circumstances in a Non-Residentially reasonable manner and pursue such work diligently on a reasonably continuous basis to completion. In addition, and other than in the case of an Emergency or in connection with the performance of any Work required by Law or approved by the Board, the Board shall schedule Work for which Construction Equipment is required for periods other than during a Prime Retail Period. Notwithstanding anything contained in the By-Laws, if Construction Equipment is being erected solely for the benefit of one Unit Owner, such Unit Owner shall bear all costs incurred with respect to such Construction Equipment and any temporary Signage requested by a Unit Owner and permitted to be installed on or under such Construction Equipment.

5.20.13 Each Unit Owner will dispose of trash and other materials generated from its use of the Unit in accordance with Law.

5.20.14 In the event the Declarant shall seek to increase the size of a Residential Unit in connection with the use of any Excess Development Rights, neither the Board nor the Non-Residential Unit Owner shall incur any liability, cost or expense (i) in connection with the preparation, execution, or submission of any applications or certifications; (ii) to any contractor, subcontractor, materialman, architect or engineer on account of any Alterations or Repairs made or caused to be made by the Declarant; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. The Declarant shall agree (in writing executed and delivered to the Board and the Non-Residential Unit Owner, if the Board or the Non-Residential Unit Owner shall so request), and shall be deemed to agree (in the absence of such writing) to indemnify and hold the Board, the Members of the Board, the officers of the Board, the Condominium Managing Agent, the Non-Residential Unit Owner, and their Permitted Users harmless from and against any liability, cost and expense, resulting from any Alterations or Repairs made or caused to be made by the Declarant pursuant to this Section 5.20.14, unless due to the willful misconduct or gross negligence of any such indemnified party.

5.21 **Signs.** The provisions contained in this Section 5.21 shall apply the Non-Residential Unit only. All Signs shall satisfy the following criteria:

5.21.1 All Signs shall comply with the requirements of Section 16.9 of the Declaration, as applicable.

5.21.2 No flashing or blinking Signs shall be visible from the outside of a Unit. No Unit Owner shall install, place or permit any lights, fixtures or decorations of any sort in any trees outside the Building without the consent of the Board.

5.21.3 No posters, decals or promotional material or any other Sign or item shall be affixed to the interior or exterior of the windows or doors of a Unit other than Signs which specifically relate to such Unit Owner's business in the Unit, or constitute "safe-haven" signs, and are consistent with the Operating Standard.

5.21.4 No lighting shall be permitted for exterior or interior Signs, that is not in compliance with Law, code and regulations, and with the provisions of the By-Laws and of the Declaration.

5.21.5 No neon Signs shall reflect into another Unit so as to be reasonably objectionable to the other Unit Owners. Any interior neon Signs visible from the street shall be consistent with the Operating Standard.

5.21.6 Anything contained in the By-Laws to the contrary notwithstanding, a Unit Owner shall not be permitted to install security gates on the exterior of any Unit.

5.21.7 All sign attachment devices, wiring, clips, transformers, lamps, tubes, and other mechanisms required for all Signs shall be concealed to the extent Non-Residentially reasonably possible.

5.22 **Water Charges and Sewer Rents**. Water and sewer services shall be supplied to and for all of the Units and the Common Elements through one or more Building Systems by the City of New York or such other utility servicing the Units and the Common Elements. Except to the extent Unit Owners are billed directly by the City of New York or such other utility, the Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered and shall allocate such costs among the Unit Owners based upon metered use.

5.23 **Gas**. Gas for the Building will be supplied by the utility company servicing the Units and separately metered for each Unit (or portion thereof). Each Unit Owner shall be required to pay the bills for gas consumed or used in such Unit Owner's Unit (or portion thereof), directly to the utility company.

5.24 **Utilities Serving the Common Elements**. Except as otherwise provided in this Article 5, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any Common Element shall be allocated amongst the Unit Owners based on Common Interest.

5.25 **Abatement and Enjoinment of Violations by Unit Owners**.

5.25.1 The violation of any of the Rules and Regulations or the breach of any By Law, or the breach of any provision of the Declaration, shall give the Board or any Unit Owner the right, in addition to such other rights set forth in the By-Laws, subject to the rights of a Recognized Mortgagee pursuant to Article 6, (i) to send Notice to the breaching Unit Owner

including a request that such Unit Owner, and the Recognized Mortgagee of the breaching Unit Owner in accordance with Article 6, take specific steps to cure such breach ("Remedy Notice"), (ii) if the condition referenced in the Remedy Notice is not cured within ten (10) Days of the receipt of the Remedy Notice, or, if the condition is such that it cannot be cured within ten (10) Days, such cure is not commenced within such time period and diligently prosecuted on a reasonable basis to completion, the Board may, upon ten (10) Days additional Notice to the breaching Unit Owner, enter into any Unit or Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the breaching Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any manner of trespass, or (iii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach and to seek reimbursement for any costs or expenses incurred in connection therewith; provided, that in the event of an Emergency the Board shall not be required to send a Remedy Notice but may implement the terms of this Section immediately.

5.25.2 In the event a Remedy Notice is sent by either the Unit Owner or the Board, and (i) the violation or breach has an Adverse Effect on another Unit Owner, and (ii) the Board fails to take action pursuant to Section 5.25.1, then the adversely affected Unit Owner may take action to abate and enjoin such breach in accordance with the provisions, timeframes, and procedures set forth in subparagraphs (ii) and (iii) of Section 5.25.1. In the event of a Subdivision, the rights of an adversely affected Resultant Unit Owner under this Section 5.25.2 may only be exercised by the Resultant Board or Sub-Committee and not by any Resultant Unit Owner.

5.25.3 The rights of access granted to the Board and the Unit Owners under this Section 5.25 shall be in accordance with the provisions of Article 16 of the Declaration.

5.26 **Violations of Law**. If notice of a municipal or other violation of Law ("Violation") is given or filed in respect of any portion of the Property as a result of the alleged or actual act of or failure to act by a Unit Owner or its tenants, subtenants, licensees, agents, Permitted Users, contractors or subcontractors ("Violating Unit Owner") such Violation shall be removed by the Violating Unit Owner within thirty (30) Days of receipt of notice of such Violation, provided, however, if the Violating Unit Owner has begun to diligently prosecute the removal of such Violation within such thirty (30) Day period, such period shall be extended for such additional time as is reasonably necessary to remove the Violation for so long as the Violating Unit Owner continues diligently prosecuting such removal to completion, provided, however, such Violation does not in the Disinterested Member(s) reasonable opinion: (1) jeopardize the full force or effect of any certificate of occupancy issued for the Property or delay the issuance of any amendment thereto being applied for by any other Unit Owner, (2) have an Adverse Effect on the other Unit Owners, (3) result in the imposition of a lien against the Property as a whole or the other Unit Owners' Unit, (4) create civil or criminal liability for the other Unit Owners or the Board, or (5) prevent the other Unit Owners from obtaining any government permit, license, certificate, or sign-off, or otherwise interfere with such other Unit Owner's performance of any Unit Work. Any time a Violating Unit Owner is required under this Section 5.26 to remove a Violation, such Violating Unit Owner shall nevertheless not be required to remove the Violation if upon prior Notice to each Disinterested Board Member, and at the Violating Unit Owner's own expense, the Violating Unit Owner is contesting by appropriate legal or administrative proceedings or redress, promptly initiated and conducted in good faith and with due diligence, the validity or enforceability, in whole

or in part, of the applicable Law giving rise to the Violation, provided and for so long as the following conditions are met: (i) such proceeding suspends as a matter of Law the obligation of the Violating Unit Owner to comply with any such Law, (ii) failure to comply with any such Law pending the contest will not invalidate or vitiate any insurance required under the By-Laws to be maintained with respect to the Property, in whole or in part, and will not, in the reasonable opinion of the other Unit Owners and/or the Disinterested Board Member(s), constitute a present danger to the Property, or any portion thereof, or to the persons using and entering upon the Property, (iii) neither the Property nor any part thereof or interest therein will in the reasonable opinion of a Disinterested Board Member be in danger of being sold, forfeited, confiscated, terminated, canceled or lost as a result of such contest by the Violating Unit Owner (whether by foreclosure of any mortgage thereon or otherwise), (iv) the Violating Unit Owner shall have furnished such security as may be required in the proceeding, or in the event that none is required, as may be reasonably required by a Disinterested Board Member to insure the payment by the Violating Unit Owner of all costs of compliance, fines and penalties, together with interest thereon, as may be incurred by the Violating Unit Owner in the event of a determination in such proceeding adverse to the Violating Unit Owner, (v) the other Unit Owners and the Board will not, in the reasonable opinion of a Disinterested Board Member, be subject to any civil or criminal liability as the result of such contest by the Violating Unit Owner, and (vi) such non-compliance does not otherwise have an Adverse Effect on other than the Violating Unit Owner. If any compliance with this Section 5.26 shall require any Repairs to, or which otherwise affect, the Common Elements, such Repairs shall be performed by the Board pursuant to Section 5.19 of the By-Laws.

5.27 **Liens**. Each Unit Owner ("Liening Unit Owner") shall cause to be removed, by payment, bond or otherwise, within thirty (30) days after Notice of the filing thereof, any mechanics', materialmen's or any other like lien arising by reason of its acts or acts of its agents and contractors or for any Work or materials which it or its agents, contractors, tenants, subtenants or licensees has ordered and filed against the Property or the another Unit Owner's Unit. In the event the Liening Unit Owner fails to comply with the foregoing provisions of this Section, a Disinterested Board Member may give Notice to the Liening Unit Owner specifying the respect or respects of such noncompliance and if, upon the expiration of ten (10) Business Days after the delivery of such Notice, the cure of any such noncompliance is still not proceeding diligently, then such Disinterested Board Member, on behalf of the Board, may cause such compliance to occur by taking all appropriate steps necessary to defend against or remove such lien. The Board (or, if applicable, the Disinterested Board Member) shall be entitled to payment from the Liening Unit Owner as a Unit Expense for all costs and expenses (including reasonable attorneys' fees) paid or incurred by the Board or the Disinterested Board Member in defending against, removing or attempting to defend against or remove such lien and may use any security delivered to the Board for such purposes and for any other damages from the Liening Unit Owner's breach under this Section, with interest thereon at the Default Rate from the date such payment is due. NOTHING CONTAINED IN THIS SECTION OR OTHERWISE IN THE DECLARATION OR THE BY-LAWS IS INTENDED TO GIVE OR CONFER OR SHALL BE DEEMED TO GIVE OR CONFER ANY BENEFITS, RIGHTS, PRIVILEGES, CLAIMS, ACTIONS OR REMEDIES TO ANY PERSON AS A THIRD PARTY BENEFICIARY UNDER ANY LAWS OR OTHERWISE AND (1) THE PERFORMANCE OF

WORK ON ONLY ONE UNIT OWNER'S UNIT SHALL IN NO WAY BE DEEMED TO ONE THE PARTY PERFORMING SUCH WORK THE RIGHT TO ATTACH A LIEN

AGAINST ANY OTHER UNIT OWNER'S UNIT OR THE CONDOMINIUM AND (2) WORK PERFORMED UNDER A CONTRACT ENTERED INTO ONLY WITH A PARTICULAR UNIT OWNER SHALL IN NO WAY BE DEEMED TO ONE THE PERSON PERFORMING SUCH WORK THE RIGHT TO ATTACH A LIEN AGAINST ANY OTHER UNIT OR AGAINST ANY OTHER UNIT OWNER'S INTEREST IN THE PROPERTY OR TO BENEFIT FROM ANY RIGHTS AFFORDED MECHANIC LIENORS PURSUANT TO THE CONDOMINIUM ACT.

ARTICLE 6

MORTGAGES

6.1 **Unit Owners' Rights**. Any Unit Owner shall have the right to mortgage, pledge, encumber, hypothecate or otherwise finance such Unit Owner's Unit without the consent of the Board or any other Unit Owner, subject to and in accordance with the terms of the Condominium Documents. The Board shall cooperate with a Unit Owner to provide a letter concerning the status of Common Charges and an insurance certificate within ten (10) Business Days of request of a Unit Owner in connection with the mortgaging, pledging, encumbering, hypothecating or otherwise financing of such Unit Owner's Unit.

6.2 **Recognized Mortgagees**. A Unit Owner who mortgages or pledges its Unit or receives Notice of the assignment of such mortgage or pledge by the Recognized Mortgagee, shall notify the Board of the name and address of such mortgagee or the assignee. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the Board of such satisfaction. The Board shall maintain or cause to be maintained such information in a readily accessible hardcopy or digital format. A "Recognized Mortgagee" shall mean any mortgagee holding a mortgage encumbering one or more Units or any lender providing mezzanine financing or preferred equity financing to one or more of the direct or indirect owners of a Unit Owner who is not an Affiliate of such Unit Owner, for which the Notice pursuant to the provisions of this Section 6.2 has been provided to the Board and as to which the lien of the applicable mortgage or pledge is subordinate to the Declaration, and, if applicable, any mortgagee or other lender for which a Recognized Mortgage has been funded with the proceeds from bonds issued by such mortgagee or lender, whether or not such mortgagee or lender holds the Recognized Mortgage at the time in question, provided the Board has received Notice of the name and address of such mortgagee or other lender. The Recognized Mortgagee upon Notice to the Unit Owner and the Board shall have the right to assign its rights as Recognized Mortgagee to a servicer. Upon the request of any mortgagee who shall request the same, at the time of execution of a Recognized Mortgage or thereafter, the Board shall confirm to the holder thereof in writing that such mortgage or pledge, as applicable constitutes a "Recognized Mortgage" and is entitled to all of the rights and benefits of a Recognized Mortgagee and that such holder is a Recognized Mortgagee provided the criteria set forth above for Recognized Mortgage and Recognized Mortgagee are met. Notwithstanding the foregoing, the lien of any mortgage on a Unit or of any pledge on any direct or indirect ownership interest in a Unit Owner, as applicable, shall not be deemed to be impaired in any respect in the event such mortgage or pledge, as applicable, shall not constitute a Recognized Mortgage.

6.3 **Notice of Default and Unpaid Common Charges**. The Board shall promptly notify, in writing, each Recognized Mortgagee of a Defaulting Unit Owner of (i) any default after Notice beyond all cure periods in the payment of Common Charges and/or Special Assessments, (ii) any other default after Notice and beyond all cure periods by the Unit Owner of such Unit under the provisions of the Declaration or the By-Laws which may to the Board's knowledge then exist and (iii) the commencement by the Board of any action or proceeding pursuant to Section 5.13.

6.4 **Performance by Recognized Mortgagees**. The Board shall accept, by any Recognized Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, the By-Laws and/or any Rules and Regulations adopted by the Board, with the same force and effect as though paid or performed by such Unit Owner. Any Recognized Mortgagee shall have a period of thirty (30) Days more than the period of time given to its corresponding Unit Owner for remedying any default by a Unit Owner under the Declaration or the By-Laws or causing the same to be remedied and shall, within such period and otherwise as provided in the By-Laws, have the right, but not the obligation, to remedy such default, or cause action to remedy such default to be taken; provided, however, that if such default is not reasonably susceptible of being cured by a Recognized Mortgagee either within such thirty (30) Day period or without obtaining possession of the Unit, the Recognized Mortgagee shall have such additional period of time as is reasonably necessary to obtain possession of the Unit and thereafter cure such default, provided the Recognized Mortgagee has commenced such cure and is diligently prosecuting such cure. The Board will not commence a proceeding to foreclose its lien against any Unit as a result of any Unit Owner's default until the expiration of the time period described in the By-Laws that is afforded to any Recognized Mortgagee to cure such default. Payment or performance of any obligation of a Unit Owner by a Recognized Mortgagee shall not give rise to any obligation on the part of the Recognized Mortgagee to so pay or perform in the future.

6.5 **Examination of Books**. Each Unit Owner and Recognized Mortgagee shall be permitted, upon reasonable Notice to the Board and Condominium Managing Agent, to examine the books of account of the Condominium at reasonable times on Business Days, but not more than once in any twelve (12) consecutive month period.

6.6 **Rights of Recognized Mortgagees**.

6.6.1 If a Recognized Mortgagee delivers to the Board, in the manner required by this Section, a Notice specifying the name and address of such Recognized Mortgagee, such Recognized Mortgagee shall be promptly provided with copies of all default notices pursuant to Section 6.3 of the By-Laws. Any Recognized Mortgagee as of the date of the recording of the Declaration shall be deemed to have properly delivered to the Unit Owners and the Board a Notice specifying its name and address. After receipt of such Notice from a Recognized Mortgagee, no Notice given under the By-Laws, shall be deemed to have been given unless and until a copy thereof shall have been so given to the Recognized Mortgagee.

6.6.2 Any insurance proceeds or Awards otherwise payable to a Unit Owner shall, upon Notice to the Board from a Recognized Mortgagee of such Unit Owner, be delivered instead to such Unit Owner's Recognized Mortgagee.

6.6.3 If a Unit Owner shall fail to appoint an arbitrator or otherwise fail to take any action as may be required or permitted under the Condominium Documents with respect to Arbitration within the time periods applicable thereto, such appointment or action as otherwise would have been permitted by that Unit Owner may be taken by its Recognized Mortgagee and such appointment and action shall be recognized in all respects by the other Unit Owners and the Board and any determination made in such Arbitration shall be binding on the applicable Unit Owner.

6.6.4 If more than one Recognized Mortgagee having a lien on a Unit exercises any of the rights afforded by this Section 6.6, only that Recognized Mortgagee, to the exclusion of all other Recognized Mortgagees, whose Recognized Mortgage is most senior in lien with respect to such Unit shall be recognized by the other Unit Owners and the Board as having exercised such right, unless such Recognized Mortgagee has designated a Recognized Mortgagee whose Recognized Mortgage is junior in lien to exercise such right.

6.6.5 No amendment, modification, supplement, extension or assignment of a Recognized Mortgage shall affect the status of the holder thereof as a Recognized Mortgagee provided that in the case of an assignment, Notice of the name and address of the assignee is provided to the Board by the assigning holder.

6.6.6 If any amendment, modification or waiver to the Declaration or the By-Laws (i) adversely impairs or changes the priority of the lien held by a Recognized Mortgagee with respect to the Unit, or (ii) terminates the Condominium as provided under the Declaration or the By-Laws, such amendment, modification or waiver, as applicable, shall not be binding upon such Recognized Mortgagee without the prior written consent of the Recognized Mortgagee affected by such amendment, modification or waiver.

6.6.7 From time to time, within ten (10) Business Days after written request therefor from any Unit Owner or any Recognized Mortgagee, the Board shall deliver to the requesting party a written statement executed and acknowledged by the Board (i) stating that the Declaration and the By-Laws are then in full force and effect and have not been modified (or if modified, setting forth all modifications), (ii) setting forth the then annual Common Charges allocable to the Unit in question and the date to which such Common Charges have been paid, (iii) setting forth the amount of any other expenses payable to the Condominium with respect to the Unit in question, (iv) stating, to the best knowledge of the Board, whether the Unit Owner in question is in default under the Declaration or the By-Laws and, if such Unit Owner is in default, setting forth the specific nature of all such defaults, and (v) affirming other customary matters reasonably requested by any such Unit Owner or Recognized Mortgagee. The Board acknowledges that any statement delivered pursuant to this Section 6.6.7 may be relied upon by any Unit Owner, any institutional lender or any prospective institutional lender, purchaser or Non-Residential tenant of any Unit Owner.

6.6.8 Upon Notice to the Board in accordance with Section 6.6.2 of the By-Laws, the Board will give Notice to, and accept commitments and the performance of obligations on behalf of, the Recognized Mortgagee from the Recognized Mortgagee's loan servicing agent. The Board understands and acknowledges that upon a securitization of any loan or other financing evidenced by a Recognized Mortgage, the trustee for the securitization will transfer the

responsibility of the servicing and general administration of the loan or other financing evidenced by a Recognized Mortgage to a subservicer or master servicer, and that, upon compliance with the preceding sentence of this Section 6.6.8, such subservicer or master servicer may act on behalf of the trustee with regard to the loan or other financing evidenced by a Recognized Mortgage.

6.6.9 Each Recognized Mortgagee, while it holds a mortgage on a Unit shall have the right, from time to time, upon reasonable advance Notice to the Board and during reasonable times on Business Days, except in the event of an Emergency or as otherwise expressly set forth in the loan documents evidencing the loan made by the Recognized Mortgagee, to have access to and to inspect the Common Elements in the company of a Member of the Board or in the company of the Condominium Managing Agent, for such portion of the Property, in the same manner and to the same extent as provided for access to and inspection of the Unit that is subject to the lien of the Recognized Mortgagee's Recognized Mortgage. Notwithstanding anything to the contrary set forth in the By-Laws, access to any Common Elements located within a Unit other than the Unit subject to the lien of the Recognized Mortgagee, shall only be permitted on no less than ten (10) Business Days' advance Notice and at such time as is reasonably convenient to the affected Unit Owner, which may be during Overtime Hours at the request of the affected Unit Owner, and shall be subject to reasonable security measures required by the affected Unit Owner with any costs thereof being borne by the Unit Owner whose Recognized Mortgagee is requesting access, other than the cost, if any, related to Overtime Hours for which the requesting Unit Owner shall be responsible. Such access will only be permitted which does not materially or unreasonably interfere with the use of the affected Unit for its permitted purposes or with the normal conduct and use of the affected Unit by its tenants and occupants. No inspection of the Common Elements located in a Unit shall be permitted by the Recognized Mortgagee of another Unit Owner during the Prime Retail Period without the consent of the Unit Owner whose retail use will be affected thereby, which consent shall not be unreasonably withheld, conditioned or delayed if such inspection is a necessity and cannot be postponed.

ARTICLE 7

SELLING AND LEASING OF UNITS

7.1 **Selling and Leasing.** No Residential Unit Owner, other than Declarant or its designee, may sell or lease his or her Residential Unit except by complying with the following provisions:

7.1.1 Any Residential Unit Owner who receives a bona fide offer to (a) purchase his or her Residential Unit together with its appurtenant Common Interest, or (b) lease his or her Residential Unit (such offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which he or she has accepted, shall give notice by certified or registered mail, return receipt requested, to the Residential Committee of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease), a copy of the fully executed purchase and sale agreement or other transfer agreement or the lease or other occupancy agreement, as the case may be, (the

"Residential Unit Lease" or "Transfer Agreement") the completed purchase or lease application in the Condominium's standard form and such other information as the Residential Committee may reasonably require. The giving of such notice to the Residential Committee, on behalf of all the Unit Owners represented by such Board, shall constitute an offer by such Unit Owner to sell or otherwise convey his or her Residential Unit together with its appurtenant Common Interest or to lease his or her Residential Unit to the Residential Committee, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Residential Committee acting on behalf of all Residential Unit Owners that such Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Residential Committee may reasonably request. Not later than twenty (20) days after receipt of such notice together with such information as may have been requested, the Residential Committee may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Residential Unit Owners, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. Notwithstanding anything contained herein to the contrary, the Board shall not be obligated to exercise the option herein contained and the sale or lease shall not proceed in the event the Board determines that the purchaser, lessee or anyone anticipated to be residing in the Unit has diplomatic immunity or has been convicted of a violent crime or child molestation in which event the Board shall not be required to exercise the right of first refusal and the Residential Unit Lease or Transfer Agreement shall be void ab initio.

7.1.2 In the event the Residential Committee shall timely elect to purchase a Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for the Residential Committee, in accordance with the terms of the Outside Offer, within 45 days after the giving of notice by the Residential Committee of its election to accept such offer and (b) with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date the Residential Committee elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than 45 days after the giving of notice by the Residential Committee of its election to accept the aforesaid offer, the Residential Committee shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 7) including, but not limited to, payment of a downpayment or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to the Residential Committee referred to in 7.1.1 as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Residential Committee may purchase the Residential Unit and assume or take title to the Residential Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Residential Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Residential Committee, or to its

designee, corporate or otherwise, on behalf of all Residential 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 tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Residential Committee, or its designee, corporate or otherwise, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Residential Committee, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Residential Committee, or its designee, corporate or otherwise, as tenant, covering such Residential Unit, for the rental and term contained in such Outside Offer.

7.1.3 In the event the Residential Committee or its designee shall fail to accept such offer within 20 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have 60 days to consummate. In the event such sale or lease, as the case may be, shall not be consummated within such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 7.1. Notwithstanding the foregoing, the Residential Committee, in its discretion, may waive the Offeree Unit Owner's obligation to comply with the 60 day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

7.1.4 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

7.1.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide for a term of not less than one (1) year and that the lease may not be materially modified, amended or extended without the prior consent in writing of the Residential Committee, that the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of such Board and that such Board, if permitted by applicable law, 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 (i) a default by the tenant in the performance of its obligations under such lease or in violation of the use provisions of the By-Laws, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

7.1.6 Except as hereinbefore set forth, the form of any such lease executed by the Residential Committee or an Outside Offeror shall be a printed, reasonably applicable form of residential lease which is generally approved by the Residential Committee which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by such Board. Any lease executed by the Residential Committee as tenant shall provide that such Board may enter into a sublease of the premises without the consent of the landlord.

7.1.7 The foregoing restrictions of this Section 7.1 shall not apply to Unsold Units (including the lease of a Residential or Non-Residential Unit to Declarant or its designee) or to the Non-Residential Unit (or any Residential Units into which the Non-Residential Unit may hereafter be divided). Declarant or its designee and the Non-Residential Unit Owner shall have the right to freely sell their respective Units, or to freely lease all or any part of the Unsold Units or the Non-Residential Unit, as the case may be, without having to first offer the same for sale or lease to any Board.

7.1.8 On the closing of the sale of each Residential Unit: the purchaser of a Residential Unit shall make a non-refundable contribution to the working capital fund of the Residential Section (the "Working Capital Fund") equal to two (2) month's Common Charges. The Working Capital Fund shall be used by the Residential Committee to pay closing adjustments at the First Closing or to make repairs or replacements to the Residential Common Elements or the Residential share of the cost of repairs and replacements to the General Common Elements. Neither the Declarant, the Declarant's designees nor the Non-Residential Unit Owner shall be obligated to contribute to the funds described in this Section 7.1.8.

7.2 **Consent of Residential Unit Owners to Purchase or Lease Residential Units by Residential Committee.** The Residential Committee shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners, unless the Residential Committee is assigning its rights to a third party including another Unit Owner or a member of the Board and the Condominium will not incur any expense as a result, in which event Unit Owner approval is not required. However, the Residential Committee shall have the right to release or waive such option without the prior approval of a Majority of Residential Unit Owners.

7.3 **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 its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 7.3 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

7.4 **Release by Residential Committee of Right of First Refusal.** The right of first refusal contained in Section 7.1 may be released or waived by the Residential Committee only in the manner provided in Section 7.5. In the event the Residential Committee shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit together with its appurtenant Common Interest may be sold, conveyed or leased, free and clear of the provisions of Section 7.1.1 and Section 7.1.2, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Section 7.1.3.

7.5 **Certificate of Termination of Right of First Refusal**. A certificate executed by an officer of the Residential Committee stating that the provisions of 7.1.1 have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Residential Committee, and that as a result thereof the rights of the Residential Committee thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to 7.1.3), shall be conclusive upon the Residential Committee and the Residential Unit Owners in favor of all persons who rely on such certificate in good faith. The Residential Committee shall furnish such certificate upon request to any Residential Unit Owner with respect to whom the provisions of 7.1.1 have, in fact, terminated.

7.6 **Financing of Purchase of Residential Units by Residential Committee**. The purchase of any Residential Unit by the Residential Committee or its designee, on behalf of all Residential Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Residential Committee. Notwithstanding Section 2.3.4.6, if the funds in such accounts are insufficient to effectuate any such purchase, the Residential Committee may levy an assessment against each Residential Unit Owner in proportion to his respective Common Interest, as a Common Charge, and/or such Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant Common Interest.

7.7 **Exceptions**. The provisions of 7.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to his or her spouse, adult children or grandchildren, parents, grandparents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof, (b) Declarant or its designee, or an owner of an Unsold Unit (c) the Residential Committee, (d) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure, (e) a Permitted Mortgagee or his nominee, who has acquired title to any Residential Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction, or (f) to a Permitted User; provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Residential Unit subject to, the provisions of this Article 7. In addition, the provisions of 7.1 shall not apply to any lease, sale or conveyance, directly or indirectly, of the Non-Residential Unit or any part thereof or interest therein.

7.8 **Gifts and Devises, etc**. Any Residential Unit Owner shall be free to convey or transfer his or her Residential Unit by gift, or may devise his or her Residential Unit by will or have his or her Residential Unit pass by intestacy, without being subject to the restrictions of Section 7.1; provided, however, that each succeeding Residential Unit Owners shall be bound by, and his or her Residential Unit subject to, the provisions of this Article 7.

7.9 **Unauthorized Sales or Leases of Residential Units**. Any purported sale or lease of a Residential Unit consummated in violation of Section 7.1 or 7.3 shall be voidable at the election of the Residential Committee and if such Board shall so elect, the Residential Unit Owners shall be deemed to have authorized and empowered such Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Residential Unit Owners as the owner or

landlord, as the case may be. Said Residential Unit Owners shall reimburse such Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

7.10 **Charges Imposed on Sale or Lease of Residential Units.** The Residential Committee shall be entitled to fix by resolution and collect, before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by such Board, in connection with the sale or lease. If such charge is adopted, it shall be added to, and constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charge shall not apply to the lease of a Residential Unit to Declarant or its designee, to the sale or lease of Unsold Units by Declarant or its designee, or to the sale or lease of Unsold Units by a Recognized Mortgagee of Declarant that acquires title to Unsold Units. Upon the acquisition of a Residential Unit, Purchasers of Residential Units shall also pay to the Residential Committee two months common charges as a non-refundable contribution to the Working Capital Fund.

7.11 **Power of Attorney**. At the time of acquiring title to a Residential Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the New York City Register's Office, the Residential Unit Power of Attorney required by Article 16 of the Declaration, in the form set forth as Exhibit H to the Declaration.

7.12 **Notices Concerning Residential Unit Occupancy**. Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the Managing Agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent.

7.13 **Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common**. In the event that any Unit shall be acquired by the Residential Committee or the Board, or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Unit Owners, as the case may be, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

7.14 **Payment of Assessments.** No Residential Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his Residential Unit unless and until he shall have paid in full to the Boards all unpaid Common Charges theretofore assessed by said Boards against such Residential Unit and until such Residential Unit Owner shall have satisfied all unpaid liens against his Residential Unit other than Permitted Mortgages.

7.15 **Mortgage of Units**. Subject to Article 6 and Section 7.14 with respect to the Residential Units, each Unit Owner shall have the right to mortgage his Unit without restriction, provided that, with respect to any mortgage covering a Residential Unit, (a) the mortgage be substantially in the form of the New York Board of Title Underwriters form of mortgage or other standard forms of mortgage, except for such changes or additions as may be required to permit a lender to make the loan (provided that this shall not apply to the mortgages of Declarant, its

designees or affiliates), (b) the Residential Unit Owner making such mortgage shall notify in writing the Residential Committee of the making of such mortgage; and (c) the Residential Unit Owner making such mortgage first satisfies all unpaid liens against his or her Residential Unit, other than Recognized Mortgagees.

7.16 **Lease or Purchase of Residential Unit or Other Apartment for Residential Manager**. The Residential Committee, at the sole cost and expense of the Residential Unit Owners, shall have the right to lease or purchase a Residential Unit or other apartment for the superintendent's use and shall have the right to amend, modify, extend, renew and otherwise deal in any way with respect to any such lease without the approval of a Majority of Residential Unit Owners.

7.17 **Transfer of Residential Units to Trusts and Other Entities**. No Residential Unit shall be transferred to a trust or any other entity unless the condominium receives, prior to or at the closing in a form determined by the Board (a) a written designation of the state and federal courts in New York City as a jurisdiction for any dispute between the owner and the Condominium, (b) a written designation by the purchaser of an agent for service of process in New York City, (c) a guaranty of the common charges and assessments signed by an individual on behalf of the entity purchasing the unit and (d) an occupancy agreement identifying who will be residing in the Unit.

7.18 **Transfer of Interests in Entities Owing Units**. In the event a Residential Unit is owned by an entity, a transfer of interest in the entity shall be considered a transfer of the Unit and the Board shall have the same right of first refusal to purchase the interests in the entity.

7.19 **No Discrimination**. In connection with sales and leases contemplated under this Article 7, the Residential Committee may not discriminate against any Person on the basis of race, creed, color, religion, national origin, sex, age, disability, marital status, sexual orientation or other grounds prohibited by Law.

7.20 **Leasing of the Non-Residential Unit.**

7.20.1 Subject to Article 17 of the Declaration and the provisions of the By-Laws, a Unit Owner (including a Recognized Mortgagee who acquires title to the Non-Residential Unit through foreclosure or by deed or assignment in lieu of foreclosure or otherwise) may lease or sublease the Non-Residential Unit in whole or in part, without any Notice to or consent of the Board or the other Unit Owners but subject, in all events, to the provisions of the Condominium Documents. Any lease for all or part of a Non-Residential Unit shall be consistent with and shall be deemed to incorporate by reference the By-Laws (and any provision of such lease not so consistent shall be null and void).

7.20.2 The Board, at the request of any Non-Residential Unit Owner, will enter into a non disturbance agreement substantially in the form set forth in Exhibit E to the Declaration (or such other similar form as the Board may adopt from time to time) ("Condominium Recognition and Non-Disturbance Agreement") with a Qualified Tenant under a Qualified Lease on the following terms and conditions:

7.20.2.1 Such Qualified Lease is an "arms-length" lease which expressly states it is subject and subordinate to the Declaration and By-Laws and does not

otherwise violate the terms of the Declaration and the By-Laws;

7.20.2.2 The Qualified Tenant is not in default after Notice in the payment of rent or additional rent or in the performance or observance of any of the other terms, covenants, provisions or conditions of its Qualified Lease, both at the time of the request and at the time of execution by the Board of the Condominium Recognition and Non-Disturbance Agreement;

7.20.2.3 No default after Notice under the terms of the Declaration or the By-Laws by the requesting Unit Owner shall exist both at the time of the request and at the time of execution by the Board of the Condominium Recognition and Non Disturbance Agreement; and

7.20.2.4 The Unit Owner requesting such Condominium Recognition and Non-Disturbance Agreement shall pay all reasonable costs and expenses of the Board in connection therewith.

7.20.2.5 For purposes of this Section 7.20, (i) the term "Qualified Tenant" shall mean a bona fide tenant of a Unit Owner under a Qualified Lease who is not an Affiliate of such Unit Owner and (ii) the term "Qualified Lease" shall mean: (a) a lease for a term of not less than five (5) years occupancy of the entire Unit and the tenant has a net worth equal to two (2) years of all sums due under the lease.

7.20.3 The Condominium Recognition and Non-Disturbance Agreement shall be executed by the Disinterested Board Member, subject to the right of the Board to execute same if the Disinterested Board Member has not executed and delivered the Condominium Recognition and Non-Disturbance Agreement within ten (10) Business Days after the initial request and has not, within such time, disputed the entitlement to such Condominium Recognition and Non Disturbance Agreement.

7.20.4 The cost and expense of any service to be provided to a tenant which is in excess of the obligations of the Board and the Non-Residential Unit Owners as set forth in the Condominium Documents shall be paid for by the Non-Residential Unit Owner that is the landlord under the lease.

7.21 **Power of Attorney by the Non-Residential Unit Owner**. At the time of acquiring title to a Non-Residential Unit and as a condition thereof, the new Non-Residential Unit Owner shall duly execute, acknowledge and deliver to the representative of the title insurance company (or, if no such representative is present, to the Board) for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 19 of the Declaration.

7.22 **Certificate of No Right of First Refusal**. A Disinterested Board Member, on behalf of the Board, shall provide a certificate of no right of first refusal at the request of a Unit Owner or a Recognized Mortgagee of a Non-Residential Unit.

7.23 **Notice to Board**. In the event of the sale, transfer, or conveyance of any Unit or Resultant Unit, the selling Unit Owner shall give Notice to the Board within ten (10) Business

Days of the consummation of such sale, transfer or conveyance with the name and address of the purchaser together with a copy of the deed to the Non-Residential Unit.

ARTICLE 8

CONDEMNATION

8.1 **Takings in General**. If the Board or any Unit Owner receives Notice that all or any part of the Property has been or is to be taken through the exercise of the power of eminent domain under Law ("Taking") or becomes aware of any actual or threatened commencement of any proceeding for the condemnation of all or any portion of the Property, the Board or Unit Owner, as applicable, shall so notify the other Unit Owners and the Board. The Board shall have the right to participate in the prosecution of the claims for the Award (as defined below) and may compromise or settle the Award. If such Taking is not of Substantially All the Property (as defined below in Section 8.4), then any Alteration required in connection with such Taking shall be performed with due diligence and in as timely a manner as practicable under the circumstances in accordance with the provisions of this Article. "Award" shall mean the award for damages or compensation payable on the basis of, or attributable to, a Talking, and, in the case of a Taking of less than Substantially All of the Property, shall include any award (or portion thereof) payable on the basis of any Alteration or Repair or other Work necessitated by the Taking, but not including any separate claim by any Unit Owner or their respective tenants for personal property, trade fixtures, moving or relocation costs. "Net Award" shall mean the Award less all reasonable fees and expenses incurred by the Unit Owners and the Board in collecting the Award.

8.2 **Immaterial or Temporary Taking**. In the event of an immaterial Taking (e.g., a Taking in connection with a street widening which does not affect the Building), the Net Award shall, following payment of any amounts required in connection with any Alteration or Repair in connection with such Taking, be disbursed to the Unit Owners, subject to the rights of any Recognized Mortgagee with respect only to the portion of such balance payable to the Unit Owner whose Unit is encumbered by such Recognized Mortgage, in proportion to each Unit's respective percentage of Common Interest. In the event of a temporary Taking, the Net Award will be allocated to the Unit Owners based upon the portion of each Unit, as applicable, that is the subject of the Taking.

8.3 **Material Takings**. In the event of a material Taking that does not constitute a Taking of Substantially All of the Property, the Unit Owners shall cooperate to Repair the remainder of the Building in accordance with the applicable provisions of this Article 8.

8.4 **Taking of Substantially All of the Property**. In the event of a Taking of Substantially All of the Property, the Condominium shall be terminated and, subject to the rights, if any, of each Unit Owner to pursue a separate claim and retain all amounts received as a result of such claim, the Net Award shall be disbursed into a trust fund for the benefit of all Unit Owners allocated in proportion to each Unit's respective percentage of Common Interest and delivered to the Depositary for distribution to all Unit Owners and each Unit Owner's share of the Net Award shall thereafter be distributed by the Depositary to each Unit Owner based upon the relative fair market value of its respective Unit immediately prior to such Taking of Substantially All of the Property (it being agreed that nothing contained in Section 8.4 shall contravene the intention of all

Unit Owners to distribute funds to each Unit Owner based upon relative fair market value immediately prior to such Taking). However, no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of the Net Award, based upon relative fair market value, all unpaid Common Charges, Special Assessments and Unit Expenses and all liens on such Unit Owner's Unit, in the order of priority of such liens. A Taking of "Substantially All of the Property" shall mean (i) such portion of the Property as, when so taken, would leave a balance of the Property that, due either to the area subject to the Taking in relation to the part or parts not so taken, would not, under economic conditions, zoning laws and building regulations then existing, readily accommodate a new or reconstructed building or buildings of a type and size generally similar to the Building existing at the date of Taking or (ii) a Taking of more than fifty percent (50%) of the square footage of the Building (exclusive of any tenant build outs and other similar improvements to the interior components of the Units), unless the Board agrees to Repair the Property as a result of such Taking in which event such Taking shall not be deemed to be a Taking of Substantially All of the Property. If the Unit Owners cannot agree as to the relative fair market value of the Units within ninety (90) Days following the date of the Taking, any Unit Owner shall be entitled to commence an action in a court of competent jurisdiction in the City, County in which the Property is located and State of New York, to resolve the issue of each Unit's fair market value. Pending the resolution of a dispute between the Unit Owners as to the fair market value of the Units, the Board may direct the Depositary to distribute funds to the Unit Owners which are not the subject of dispute.

8.5 **Obligation to Repair**. Except to the limited extent provided in Section 8.4 above, the Unit Owners shall be obligated to Repair the Building to the extent required in connection with a Taking regardless of whether or not the Net Award is sufficient. Furthermore, each Unit Owner shall cooperate with the other Unit Owners and the Board in connection with any such Repairs to the Building. The Repairs shall be commenced and pursued to completion in as timely a manner as practicable.

8.6 **Repairs**. The plans and specifications for Repairs of the Common Elements shall be prepared by the Architect in accordance with instructions by the Board. Each Unit Owner shall have the right to engage their own designated Architect for the preparation of plans and specifications for Repairs to the Unit Owners' respective Units. In all cases, the plans and specifications shall provide for the Repair of the remaining portion of the Building as close as Non-Residentially practicable to the Building as it existed prior to the Taking, except to the extent any changes in Law require otherwise. The Board shall cause the Architect to furnish to each of the Unit Owners and the Board a set of the plans and specifications (and shop drawings upon request), which it has prepared or caused to be prepared for the Common Elements. If, in connection with any Repair, a Unit Owner desires to make any material change in the Building, the consent of the other Unit Owners and, if applicable, any Governmental Authority, shall be required, which consent of the other Unit Owners shall not be unreasonably withheld, conditioned or delayed provided that such change is consistent with the Operating Standard, such change will not have an Adverse Effect on the other Unit Owners, and additional costs associated with such changes over and above those which would be incurred in connection with an "as is" Repair (including without limitation, any increase in Common Expenses as a result of such change) shall be borne as a Unit Expense by the Unit Owner requesting such change. During the course of the Repair, the Board shall maintain the Builder's Risk insurance required pursuant to Section 5.2.1 of the By-Laws.

8.7 **Determination of Costs**. To the extent the Unit Owners are required to Repair pursuant to this Article, each Unit Owner shall be responsible for its share of the costs of Repair of their own Unit. To the extent the Board is required to Repair pursuant to this Article 8, each Unit Owner shall be responsible for its proportionate share of the cost of such Repair, as determined by each Unit Owner's respective percentage of Common Interest. If the cost and expense of the Repair to the Building pursuant to this Article 8 shall exceed the amount of the Net Award, the excess cost and expense shall be borne by the Unit Owners based on their respective percentage of Common Interest.

To the extent the additional costs result from the acts or omissions of one of the Unit Owners or optional changes requested by a Unit Owner, such Unit Owner requesting the changes or causing the delays shall be solely responsible for payment of the additional costs. The Unit Owners shall share, subject to the terms of the immediately preceding sentence, any cost overruns resulting from Unavoidable Delays based on their respective Common Interests. The cost of any Repair of the structural supports in connection with a covered Taking shall be shared by the Unit Owners based on their respective Common Interests, to the extent that such cost is not satisfied out of the available Net Award.

8.8 **Excess Net Award**. Upon completion of the Repairs in accordance with the provisions of this Article 8 and full payment therefore and for all costs in connection therewith, any excess Net Award shall be distributed as follows:

8.8.1 If one of the Unit Owners failed to contribute to a deficiency in connection with the Repair, the amount of such deficiency, together with interest thereon at the Default Rate, shall be paid to the other Unit Owners to the extent advanced by them and the amount of such deficiency shall be deemed a Unit Expense, and

8.8.2 Any remaining balance shall be paid to the Unit Owners, subject to the rights of any Recognized Mortgagee or holder of a lien, in order of priority, with respect only to the portion of such balance payable to the Unit Owner whose Unit is encumbered by such Recognized Mortgage or lien, respectively, in proportion to each Unit's respective percentage of Common Interest.

8.9 **Costs Defined**. For purposes of this Article 8, Architects' fees, attorneys' fees (other than those arising from a dispute of the Parties) consultants' fees, title insurance premiums and other similar costs and expenses relating to the Repair shall be included in the costs and expenses of any such Repair.

8.10 **Reallocation of Common Interest**. If, as a result of a Taking, the total square footage of one or more of the Units changes, the Parties shall promptly (x) adjust, as of the date of such Taking, the Unit Owner's Common Interest, in a manner consistent with the allocation of the Common Interest in existence immediately preceding such casualty or Taking and (y) prepare and record in the City Register's Office an amendment to the Declaration confirming such reallocation. If the Parties shall not agree on any of the matters referred to in the foregoing clauses (x) and (y) within ninety (90) Days following completion of the reconstruction, any Party may submit such issue to Arbitration.

ARTICLE 9

RECORDS AND REPORTS

9.1 **Records**. The Board or the Condominium Managing Agent, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures which shall be available for inspection and copying by Unit Owners from time to time on ten (10) Business Days' prior Notice.

9.2 **Reports**. Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures prepared and reviewed by an independent certified public accountant shall be submitted by the Board to all Unit Owners, and, if so requested, to any Recognized Mortgagee, as the case may be. The cost of such report shall be paid by the Unit Owners as a Common Expense. A Unit Owner shall have the right to have access to the certified public accountant to review positions and ask questions.

9.3 **Availability of Documents**. Copies of the Declaration, the By-Laws, and any Rules and Regulations adopted by the Board and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and by Recognized Mortgagees and their respective authorized agents at reasonable times on Business Days.

ARTICLE 10

ARBITRATION

10.1 **General Procedure**. Any dispute between or among Unit Owners, one or more Members of the Board or any combination of the foregoing, or a Unit Owner and the Board, arising under the Declaration, the By-Laws or the Rules and Regulations shall be resolved by arbitration, conducted in accordance with the provisions of this Article 10 ("Arbitration"), except for any disputes expressly excluded from Arbitration. Any dispute arising under the Condominium Documents shall be, in the case of any dispute relating to the Board or another Unit Owner's reasonableness of the grant or denial of consent, conducted in accordance with JAMS Streamlined Arbitration Rules and Procedures in effect at that time ("JAMS") (or, if JAMS is no longer in existence, then conducted in accordance with National Arbitration and Mediation's ("NAM") Comprehensive Dispute Resolution Rules and Procedures, ·and if NAM is no longer in existence, then conducted in accordance with the Expedited Procedures of AAA's Non-Residential Arbitration Rules in effect at that time). In any Arbitration, {A) no Party will have the right to object if the arbitrator so appointed was on the list submitted by JAMS and was not objected to within ten (10) Business Days after such Party received such list, and (B) the first hearing shall be held within ten (10) Business Days after the appointment of the arbitrator. In all Arbitrations, (I) the decision of the arbitrator shall be conclusively binding on the Parties, (II) the Arbitration is intended to be the sole and exclusive dispute resolution mechanism of the Board and Unit Owners concerning disputes arising under the Condominium Documents that are to be resolved by Arbitration, and in no event will the Board or any Unit Owner have the right to bring any action at law or in equity or otherwise seek damages or any other relief with respect to such dispute, {III)

all decisions of the Arbitration are to be enforced in a court of competent jurisdiction in the City, County in which the Property is located and State of New York, (IV) the arbitrator will be bound by the provisions of this Article 10 and will not have the power to add to, subtract from or otherwise modify such provisions, and (V) the losing Party in such Arbitration, as determined by the arbitrator, shall pay the Arbitration costs charged by JAMS (or any successor organization) and/or the arbitrator and the actual and reasonable attorney's fees and disbursements of the prevailing Party (and if the arbitrator shall not determine that one Party is a prevailing Party and one Party is a losing Party, then each Party shall bear equally the Arbitration costs charged by JAMS (or any successor organization) and/or the arbitrator, and each shall bear its own attorneys' fees and fees of expert witnesses). Each disputing Unit Owner shall also bear the fees and expenses of its own counsel and expert witnesses. In any Arbitration, if the arbitrator shall find that a Party acted unreasonably in withholding or delaying a consent or approval, such consent or approval shall be deemed granted. Unit Owners and the Board agree to sign all documents and to do all other things necessary to submit to Arbitration any matter that either Party is expressly permitted under the Condominium Documents to submit to Arbitration and further agree to, and hereby do, waive any and all rights they or any of them may at any time have to revoke their agreement to submit such matters to Arbitration and to abide by the decision rendered in the Arbitration, and further agree that their failure to sign any document or do any other thing necessary to submit any such dispute to Arbitration shall not preclude Arbitration of such dispute, but rather, the arbitrator is empowered to arbitrate such dispute. For such period, if any, as this agreement to arbitrate is not legally binding or the arbitrator's award is not legally enforceable, the provisions of the Condominium Documents expressly permitting or requiring Arbitration shall be deemed deleted and the applicable matters or disputes to be determined by Arbitration shall, in lieu thereof, be subject to litigation.

10.2 **Agreement by Parties**. The Parties to any dispute required or permitted to be submitted to Arbitration may, by mutual agreement in writing between them, vary any of the provisions of Section 10.1 of the By-Laws with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner.

10.3 **Matters Not Subject to Arbitration**. Notwithstanding anything contained to the contrary in the By-Laws or the Declaration, the following matters are not subject to Arbitration in accordance with this Article 10, unless all Parties to the dispute agree in writing otherwise: (i) claims involving third parties, (ii) where the nature of the relief sought is equitable (i.e., injunctive relief or specific performance); (iii) defaults for failure to pay Common Charges, Special Assessments or Unit Expenses due (provided however, disputes regarding whether or not Common Charges, Special Assessments or Unit Expenses are properly charged or the amount thereof shall be subject to Arbitration); and (iv) disputes between Unit Owners as to the fair market value of the Units following a casualty, condemnation or termination of the Condominium.

ARTICLE 11

MISCELLANEOUS

11.1 **Waiver**. No provision contained in the By-Laws or any Rules and Regulations adopted by the Board 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.

11.2 **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 the By-Laws nor the intent of any provision hereof.

11.3 **Certain References.**

11.3.1 A reference in the By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

11.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in the By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

11.3.3 Unless otherwise stated, all references in the By-Laws to Articles, Sections or other provisions are references to Articles, Sections or other provisions of the By-Laws.

11.4 **Severability**. Subject to the provisions of the Declaration, if any provision of the By-Laws is invalid or unenforceable as against any Person, Party or under certain circumstances, the remainder of the By-Laws and the applicability of such provision to other Persons, Parties or circumstances shall not be affected thereby. Each provision of the By-Laws shall, except as otherwise provided in the By-Laws, be valid and enforced to the fullest extent permitted by Law. In the event any provision of the By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

11.5 **Successors and Assigns**. Except as set forth in the By-Laws or in the Declaration to the contrary, the rights and/or obligations of the Unit Owners or their designees as set forth in the By-Laws shall inure to the benefit of and be binding upon any successor or assign of the Unit Owners or their designees.

11.6 **Damages**. Neither the Board nor the Unit Owners shall have any liability to the other for any loss of business or loss of profits or consequential, special, punitive or indirect damages other than liability for reasonable attorneys' fees, expenses and court costs, where provided for in the Condominium Documents, and in the case of any Claims for such damages made by third parties against Persons covered by an indemnification obligation of the Board or a Unit Owner.

11.7 **CPI Adjustments**. Unless otherwise expressly provided in the Declaration or the By-Laws, any dollar amount described in the Declaration or the By-Laws as "adjusted for inflation" or "subject to adjustment for inflation" (or words of similar import) shall be adjusted every three (3) years on the anniversary of the Declaration Date to be the amount determined by multiplying such original amount by a fraction, the numerator of which shall be the Consumer Price Index for the full calendar month immediately preceding the date of such adjustment, and the denominator of which shall be the Consumer Price Index for the calendar month in which the Declaration Date occurs. The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for New York, New York (or the smallest measured area including New York, New York), All Items (1982 84 = 100), or any successor index thereto, appropriately adjusted. If the

Consumer Price Index ceases to be published, and there is no successor thereto, such other reasonably similar index as is designated by the Board shall be substituted for the Consumer Price Index. If the Consumer Price Index is not immediately available, payments to be calculated in accordance with such Index shall be made based on a reasonable estimate of such Index, and any deficiency shall be paid, and any overpayment credited, against the next installment of funds due, immediately after such Index is available.

11.8 **Consents; Requests for Actions**. Any time any Unit Owner, the Board, a Recognized Mortgagee or other party subject to the terms of the By-Laws, as applicable, gives any consent or approval requested to be given under the By-Laws, the other Unit Owners or the Board, as applicable, shall have the right to rely on such consent or approval and to presume that the party giving such consent or approval is authorized to give it and has obtained any and all approvals it may be required to obtain in connection with such consent' or approval. Notwithstanding anything contained in the By-Laws to the contrary, any time the consent of or other action by a Recognized Mortgagee is required pursuant to the Condominium Documents, if there is more than one Recognized Mortgagee with respect to any Unit, then as to such Unit, such consent or action shall only be required from the Recognized Mortgagee whose Recognized Mortgage is most senior in lien with respect to such Unit, or any other Recognized Mortgagee with respect to such Unit designated from time to time (and until de-designated) by such first Recognized Mortgagee to give consent in place of the holder of the first Recognized Mortgagee. Any designation made pursuant to this Section 11.8 shall be effective within ten (10) Business Days after Notice thereof is given to the Board and the Unit Owners. Notwithstanding the foregoing, all Recognized Mortgagees shall be entitled to receive all Notices to be given to a Recognized Mortgagee (unless the Recognized Mortgagee stipulates that it does not require such Notice). In all cases where the consent of a Recognized Mortgagee is required, such consent may not be unreasonably withheld or delayed except as may be otherwise expressly set forth in the loan documents evidencing any such Recognized Mortgagee's loan or other financing. Except as otherwise expressly set forth in this Section 11.8 or elsewhere in the By-Laws, any time a consent or approval is required from or any action is required to be taken by a Unit Owner, the Board, a Recognized Mortgagee or any other party subject to the terms of the By-Laws under the terms of the Declaration or the By-Laws, and such party fails to respond to a request for such consent within ten (10) Business Days after receipt thereof together with all documentation reasonably requested by such party to make such determination of whether or not to provide such consent, such consent or approval shall be deemed given provided that a second Notice requesting such approval or consent is given which specifies in bold capital letters: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO CONSENT OR APPROVE THE ACTIONS DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFORE, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. IF YOU FAILURE TO CONSENT OR OBJECT TO SUCH ACTION WITHIN TEN (10) BUSINESS DAYS AFTER THIS NOTICE IS GIVEN, YOUR CONSENT SHALL BE DEEMED GIVEN" and such party fails to respond to such second Notice within ten (10) Business Days following the date such Notice is given. If any Unit Owner, the Board, a Recognized Mortgagee or any other party subject to the terms of the By-Laws fails or refuses to execute, acknowledge or deliver any instrument or to take any action that it is required to perform pursuant to the provisions of the By-Laws within the period specified in the By-Laws (or within ten (IO) Business Days after request if no period is specified) and after such party has received all supporting documentation reasonably requested by such party in order to perform such action and a second request is given (which second request shall be accompanied by a copy of the

original request and any supporting materials) which states in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFORE, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN TEN (10) BUSINESS DAYS AFTER THE DATE THIS NOTICE IS GIVEN SHALL ENTITLE THE BOARD TO DO SO ON YOUR BEHALF" and such party fails to respond to such second request by complying or disputing its obligation to do so within ten (10) Business Days following the date such second request is given, then the Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver any such instrument or take such action in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration, provided that the Person refusing to execute, acknowledge or deliver any such instrument or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 11.8.

11.9 **Unavoidable Delays**. Neither the Board nor any Unit Owner shall be deemed to be in default in the performance of any obligation created under or pursuant to the Declaration, the By-Laws, or the Rules and Regulations, other than an obligation requiring the payment of a sum of money, if and as long as non-performance of such non-monetary obligation shall be directly caused by an Unavoidable Delay.

11.10 **Emergency**. Whenever an Emergency exists that prevents a Party from providing any required prior Notice to the Board or another Unit Owner, Notice shall be given by such Party to the Board or another Unit Owner, as applicable, by telephone or email as soon as practicable under the circumstances following the taking of such action.

ARTICLE 12

AMENDMENT TO BY-LAWS

Article 20 of the Declaration is incorporated in this Article 12 in its entirety, and, except as otherwise expressly set forth in the By-Laws, the provisions of Article 20 of the Declaration shall govern the amendment, modification, addition to and/or deletion of any provisions of the By-Laws.

ARTICLE 13

RULES AND REGULATIONS

13.1 **Adoption and Amendment**. The Board shall have the right to establish Rules and Regulations for the operation of the Building which shall be non-discriminatory as to any Unit or Unit Owner, and to amend, modify, add to, or delete any of the Rules and Regulations from time to time. Any conflict between the Rules and Regulations and the Declaration and By-Laws shall be resolved in favor of the Declaration and the By-Laws. No Rules and Regulations may be

adopted, amended or modified which would have an Adverse Effect on a Unit Owner, without such Unit Owner's prior written consent, in its sole discretion. Copies of the text of any Rules and Regulations, and amendments, modifications, additions, or deletions thereto, shall be furnished to all Unit Owners not less than thirty (30) Days prior to the effective date thereof.

13.2 **Right of Recognized Mortgagee**. Notwithstanding any provision contained in the Declaration or the By-Laws to the contrary, but subject to Section 11.8 of the By-Laws, a Member of the Board entitled to vote on any modification, addition, amendment or deletion of or to the Rules and Regulations which adversely impacts the rights and/or obligations of a Recognized Mortgagee shall not be permitted to grant its approval thereto unless the Recognized Mortgagee, if any, of the Unit Owner that appointed such Board Member, has given its prior written consent thereto (or is deemed to have consented thereto), which consent shall be reasonably approved except as otherwise expressly set forth in the applicable Recognized Mortgage or Recognized Mortgage loan documents. Any such amendment that is adopted without the prior written consent of the applicable Recognized Mortgagee in accordance with the terms of the By-Laws shall be deemed null and void ab initio as to such Recognized Mortgagee.

ARTICLE 14

NOTICES

14.1 **Notices**. Any notice required or desired to be given under the Declaration or the By-Laws ("Notice") to the Board, Board Members, Unit Owners and Recognized Mortgagees shall be in writing and personally delivered or sent by registered or certified mail, or by recognized overnight courier service, to the most recent address of the Board, the Board Member, the Unit Owner or the Recognized Mortgagee (to the extent provided for under the terms of the applicable Recognized Mortgage) on file with the Board, or to such other address as any of such Parties may designate from time to time by Notice and to the other Parties, as the case may be, and a duplicate shall be sent in like manner to the Condominium Managing Agent, except in the case of an Emergency or as otherwise provided in the Declaration or the By-Laws. All Notices shall be deemed to have been given upon receipt as evidenced by a signed and dated receipt, and in the event of a failure to deliver by reason of changed address of which no Notice was given or refusal to accept delivery, as of the date of such failure.

14.2 **Waiver of Service of Notice**. Whenever Notice is required to be given by Law, the Declaration or the By-Laws, a waiver thereof in writing, signed by the Party or Parties entitled to such Notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 15

CERTAIN DAMAGES

15.1 **Self Help**. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on its part to be observed or performed, including, without limitation, any breach of his or her obligation to paint, decorate, Maintain, repair, or replace its Unit and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same

from the Board (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 day period and, thereafter, to prosecute such cure with due diligence to completion), the Board shall have the right to enter such Unit Owner's Unit 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 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 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.

15.2 **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 or her part to be observed or performed, and shall fail to cure such breach within thirty (30) days after receipt of written notice from the Board, except in the case of an Emergency, the Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at Law or in equity, provided that the Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Board may deem appropriate, and the Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the By-Laws with respect to any rights, easements, privileges, or licenses granted to Declarant or the Non-Residential Unit Owner shall give to Declarant and the Non-Residential Unit Owner 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.

15.3 **Costs and Expenses**. Subject to Section 5.1.7, all sums of money expended, and all costs and expenses incurred, by (i) the Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Sections 15.1 and/or 15.2 shall be immediately payable by such Unit Owner to the Board, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent 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 pursuant to the terms of this Section 15.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

* * * * *

SCHEDULE B TO THE BYLAWS

INITIAL BUDGET ALLOCATIONS

TBD

EXHIBIT E

CONDOMINIUM RECOGNITION AND NON-DISTURBANCE AGREEMENT

This Condominium Recognition and Non-Disturbance Agreement ("Agreement"), dated as of _____, 2019, between The Board of Managers of the Condominium (the "Board"}, acting as agent for the owners of all Units (as such terms are defined in the Declaration) and _____ _____ ("Tenant").

WITNESSETH

WHEREAS, _____ ("Landlord"), and the Tenant have entered into a lease dated as of _____ ("Lease") demising to the Tenant certain portions ("Premises") of the Unit (hereinafter, "Unit")in the condominium known as Condominium ("Condominium") created by that certain declaration dated recorded on _____ in the City Register of the City of New York for the County of _____at CRFN_____(as same may be amended, the "Declaration") subjecting the land described on Exhibit A hereto and the improvements thereon to the provisions of Article 9-B of the Real Property Law of the State of New York; such Unit _ being designated as Tax Lot No.in Block on the Tax Map of the City of New York for the Borough of _____; and

WHEREAS, Landlord is the owner of the Unit; and

WHEREAS, the Tenant has requested that the Landlord request the Board to enter into this Agreement pursuant to Section 7.20.2 of the By-Laws.

NOW, THEREFORE, the Board and the Tenant hereby agree as follows:

1. Definitions. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Declaration.

2. Representations. The Tenant represents that:

(a) Tenant is the sole tenant under the Lease and no other Person has any right, title or interest in the Tenant's interest in the Lease.

(b) The copy of the Lease delivered by the Landlord or the Tenant to the Board is true, complete and correct in all respects and there are no modifications, amendments or other changes.

(c) The Lease is in full force and effect and there presently exists no event of default under the Lease, to Tenant's knowledge, by the Landlord, and there are presently no offsets or credits against rentals except as expressly set forth in the Lease.

(d) Tenant has full right, power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement in accordance with and subject to the terms, conditions and provisions of this Agreement.

(e) The Lease is the result of an arms-length transaction between Tenant and Landlord and Tenant is not an Affiliate of Landlord.

3. Subordination. The Tenant hereby agrees that the Lease and Tenant's interest in the Lease is subject to the terms of this Agreement and is subject and subordinate to the Declaration, and that notwithstanding that a memorandum of lease with respect to the Lease may be recorded prior to the recording of the Declaration, the Declaration shall be deemed to have been recorded prior to such memorandum of lease. Without limiting the generality of the foregoing and subject to the terms of this Agreement, the Lease is subordinate to the Declaration and the Board's lien on the Unit for common charges, special assessments or other charges and interest thereon under the Condominium Documents (as defined in the Declaration) (the "Board's Lien").

4. Nondisturbance. So long as no default under the Lease has continued for such period as would entitle the Landlord under the Lease to terminate the Lease or dispossess the Tenant and the representations of Tenant in Section 2 of this Agreement are true and correct in all material respects, the Lease shall not be terminated, nor shall the Tenant's use, possession, or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Lease be affected in any manner, nor shall any of the rights of the Tenant granted under the Lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien, or in the exercise of any rights of the Board, or any party acquiring the interest of the Landlord by reason of foreclosure of such lien and such Party's successors and assigns (the Board and each such Party being referred to in this Agreement as the "Purchaser") or in case the Purchaser takes possession of the Premises or the Unit pursuant to any provisions of the Declaration or the By-Laws of the Condominium, or otherwise. Nothing contained in this Agreement shall prevent the Board from naming or joining Tenant in any foreclosure or other action or proceeding initiated by the Board to the extent necessary under Law in order for the Board to avail itself of and complete the foreclosure or other remedy, to enforce the Board's Lien, but such naming or joinder shall not be in derogation of the rights of Tenant as set forth in this Agreement.

5. Attornment. In the event that the Purchaser succeeds to the interest of the Landlord under the Lease by reason of foreclosure of such lien or otherwise:

A. Tenant shall be bound to the Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the term of the lease ("Lease Term"), including any renewal periods provided for in the Lease (each a "Renewal Period"), with the same force and effect as if the Purchaser were the landlord under the Lease, and the Tenant does hereby attorn to the Purchaser, as its landlord, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the Landlord under the Lease, provided that the Tenant shall not be obligated to pay any rent to the Purchaser until the Tenant has received Notice from Purchaser that it has succeeded to such interest.

B. Purchaser shall be bound to Tenant under, and shall perform all of the terms, covenants and provisions of, the Lease to be performed by the landlord thereunder for the remainder of the Lease Term, including any Renewal Periods, to the extent

that Tenant shall elect or has elected to exercise any or all of its options to extend the Lease Term), and Tenant shall, from and after the date Purchaser succeeds to the interest of the landlord under the Lease, have the same remedies against Purchaser for the breach of any provision of the Lease that Tenant might have had wider the Lease against Landlord if Purchaser had not succeeded to the interest of Landlord, except that Purchaser shall not be (i) bound by any fixed annual rent or additional rent which Tenant may have paid for more than one (1) month in advance to any prior landlord (including Landlord); or (ii) bound by any amendment or modification of the Lease made without Purchaser's consent that does not satisfy the criteria set forth in Section 7.20.2 of the By-Laws; or (iii) bound by any amendment or modification of the Lease not made in connection with an "arms-length" negotiation between any prior landlord and Tenant, or (iv) liable for any action or omission of any prior landlord (including Landlord),under the Lease; or (v) liable for any offsets, claims or defenses which tenant may have against any prior landlord (including Landlord) other than as specifically set forth in this Agreement; or (vi) bound by any obligation to make any alterations, additions, installations or improvements to the Premises or to make any payment to the Tenant on account of the same, subject to the ongoing obligations of Landlord of maintenance, repair and restoration contained in the Lease; (vii) obligated to repair, replace, rebuild or restore the Premises (or any portion thereof) in the event of a casualty or condemnation, except to the extent required by the Landlord under the Lease, and then, only to the extent that the same can be accomplished from the net proceeds of insurance or condemnation awards actually received by or made available to Purchaser as the owner of the Unit or to the Board, to the extent of any restoration obligations it has under the Condominium Documents with respect to the Unit; or (viii) liable for the return of any deposit, rental security or any other sums deposited with any prior landlord (including Landlord) under the Lease, except to the extent such sums have actually been paid over to the Purchaser. The foregoing subdivisions (iii) and (iv) shall not be construed to relieve Purchaser from the obligation to perform the covenants of the landlord under the Lease after such succession, including the obligation to cure nonmonetary defaults of Landlord that continue after such succession, if such default is curable by Purchaser and if tenant gives Purchaser Notice of such default and at least the same time given by the Lease to Landlord to cure such default after Purchaser becomes the owner of the Premises.

6. No Liability. Upon acquisition of Landlord's interest in the Premises, Purchaser shall have no obligation, nor incur any liability, beyond Purchaser's then equity interest, if any, in the Premises and the Tenant shall not be able to enforce any such liability against any other assets of the Purchaser, including without limitation the Common Elements. Furthermore, in the event of the assignment or transfer of the interest of a Purchaser under this Agreement, upon the assumption of such Purchaser's obligations and liabilities under this Agreement by the assignee or transferee, all obligations and liabilities of such Purchaser under this Agreement shall terminate and, thereupon, all such obligations and liabilities shall be the sole responsibility of the party to whom such Purchaser's interest is assigned or transferred.

7. Covenants. The Tenant hereby covenants and agrees that: (a) the Tenant shall not pay any rent or additional rent under the Lease more than one month in advance; (b) the Tenant

shall have no right to appear in any foreclosure action brought by the Board to foreclose the Board's Lien; (c) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement by the Board; and (d) the Tenant shall deliver to the Board, from time to time and within ten (10) Business Days from the date of request, an estoppel certificate in form and substance satisfactory to the Board certifying to such matters relating to the Lease as the Board may reasonably request.

8. Notices. All notices, consent, approvals or other communications given under or pursuant to this Agreement (each, a "Notice") shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, or by a recognized overnight courier service that provides proof of receipt (a) if to the Board, at the address of the Board set forth above or at such other address as the Board may designate by Notice to Landlord and Tenant, or (b) if to Tenant, at the address of Tenant set forth above or at such other address as Tenant may designate by Notice to the Board and Tenant. Each Notice shall be deemed to have been given, rendered or made on the date received by the party to whom addressed (or the date such receipt is refused, if applicable). Each party may designate a change of address (or substitute parties for Notice) by Notice to the other, given at least ten (10) Business Days before such change of address or entitlement to Notice on behalf of such Notice party is to become effective.

9. Binding Effect. This Agreement shall run with the land and bind all future Boards and Unit Owners. No amendment hereafter made to the Declaration or to the By-Laws of the Condominium and no other act of the Board shall be valid or effective to diminish any of the Tenant's rights under this Agreement, unless the Tenant shall give its written consent thereto, regardless of whether or not the Landlord shall consent thereto or join therein.

10. Miscellaneous.

(a) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, successors and assigns.

(b) The provisions of this Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law.

(c) This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or other electronic or portable document format (pdf) transmission.

* * * * *

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

47-49 GREENE STREET CONDOMINIUM

By:_____
Name: Elie Pariente
Title: Authorized Signatory

TENANT:

By:_____
Name:
Title:

EXHIBIT F

EXISTING LEASES

"Lease dated June 14, 2016, between Declarant, as landlord, and Theory Spring Street LLC, as tenant, with respect to the premises identified therein as the retail space located on the ground floor and basement and as more particularly identified in the lease itself."

EXHIBIT G

NON-RESIDENTIAL UNIT USE RESTRICTIONS

The Non-Residential Unit Owner shall not use or permit the Non-Residential Unit to be used as: (1) an establishment which displays, sells, rents or offers for sale or rent any pornographic material; adult bookstore or facility selling or displaying pornographic books, literature, or videos (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for the sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality) excluding any establishment for which the sale or rent of such products constitutes a de minimis space in such establishment, (2) any so-called head shop or other similar establishment which stocks, displays, sells, rents or offers for sale or rent whether or not for medical purposes, any drug-related paraphernalia or merchandise or material commonly used or intended for use with or in consumption of any narcotic, dangerous drug or other controlled substance, including, without limitation, any hashish pipe, water pipe, bong, cilium, pipe screens, marijuana, electronic inhalers, rolling papers, rolling devices, coke spoons or roach clips, (3) selling, leasing or displaying of new or used automobiles, trucks, trailers, or recreational vehicles, (4) automotive parts, lube and oil or repair shop, (5) Bingo or similar games of chance, (6) check cashing store (except as is typical in connection with the operation of a financial services institution), (7) church, mosque, temple or other place of religious worship or meeting hall, (8) dumping, disposing, incinerating or reducing of garbage (exclusive of dumpsters for temporary storage of garbage and any garbage compactors, in each case which are routinely emptied so as to minimize offensive odors), (9) any establishment manufacturing, assembling, displaying or selling fireworks, ammunition or explosives, (10) funeral home or mortuary, (11) a so-called "flea market," (12) any so-called gentleman's club featuring topless waitresses, nude dancing or private "one-on-one" booths or rooms, (13) illicit non-therapeutic massage parlor, (14) off-track betting parlor or other gambling facility, (15) circus, carnival or amusement park, pinball arcade or other similar entertainment facility, (16) pawn shop, (17) shooting gallery, (18) substance abuse rehabilitation or detoxification recovery center, or treatment center, welfare or mental health facility or similar agency, whether public or private, which provides services to clients on the premises of the Unit, (19) tattoo parlor, (20) an "Odd Job" or "Odd Lot" type discount store or as a so-called "99 cent store" or "dollar store" type discount store or as a "going out of business" type store (it being agreed Old Navy, DSW, Urban Outfitters, American Eagle, and similar type stores are not prohibited under this clause (20)), (21) as a so-called ''bodega" type store, (22) as an office, store, reading room, headquarters, center or other facility principally devoted or opposed to the promotion, advancement, representation, purpose or benefit of: (a) any political party, political movement or political candidate or (b) any religion, religious group or religious denomination, (23) as an arcade, (24) as a mall or mini-mall, (25) a nail salon, (26) a restaurant or bar, (27) dry cleaning plant, central laundry or laundromat (but a drop-off dry cleaning store and/or an "organic" (non-chemical) process dry cleaner is permitted) (28) psychic, hypnotist, tarot card or palm reading business or similar establishment, (29) any business practicing satanic or cult ritualistic activities including so-called "devil worship," black magic or rites of passage involving self-mutilation or degradation, (30) use by an International Organization unless such International Organization waives its sovereign or diplomatic immunity in conformity with Article 31 of the Declaration, (31) use by employment agencies (except for executive placement firms, secretarial services placement firms, legal and other professional search firms and other private employment agencies consistent

with the Operating Standard, (32) any pre-school, kindergarten, elementary school or high school, (33) the operation of any legal services office or legal clinic, (34) any operation which requires cooking or food preparation (it being agreed that an operation where food is prepared off-premises and sold on-premises in a pre-packaged form only and is purely ancillary to the business conducted in the Unit is not prohibited), (35) jewelry or similar exchange (e.g. a retail center with independent vendor booths), or (36) any operation which creates loud music or large or noisy events or blinking lights.

The Non-Residential Unit may not install music speakers or play music or recordings in any manner offensive or objectionable to the other occupants of the Building by reason of excessive noise and/or vibrations. No noise or music shall be audible to, or vibrations sensed by, any other occupants of the Building from the Non-Residential Unit Owner's music system. Any remedial measures required by the Board shall be at the Non-Residential Unit Owner's sole cost and expense. Music may be played or performed solely as background noise.

EXHIBIT H

RESIDENTIAL POWER OF ATTORNEY

EXHIBIT "9"

CERTIFICATION OF SPONSOR AND PRINCIPALS

CERTIFICATION OF SPONSOR AND PRINCIPAL

January 28, 2020

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

Re: 47-49 Greene Street Condominium
47-49 Greene Street, New York, New York 10013

The undersigned hereby certify as follows:

We are the sponsor and the principal 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 13 NYCRR Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

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

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

(iii) not omit any material fact;

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

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

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

(vii) not contain any representation or statement which is false, where I/we:
(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

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

SPONSOR:

EMPSRGGREENE LLC

By: _____
Name: Elichai M. Pariente
Title: Principal

Sworn to before me this
28th day of January 2020

_____
Notary Public

KELLY SAVI MAHARAJ
Notary Public, State of New York
No. 02MA6387439
Qualified in New York County
Commission Expires 2/11/2023

SPONSOR'S PRINCIPAL:

_____
Elichai M. Pariente

Sworn to before me this
28th day of January 2020

_____
Notary Public

KELLY SAVI MAHARAJ
Notary Public, State of New York
No. 02MA6387439
Qualified in New York County
Commission Expires 2/11/2023

EXHIBIT "10"

CERTIFICATION OF SPONSOR'S ARCHITECT

CERTIFICATION OF ARCHITECT

New York State Department of Law
Real Estate Finance Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: 49 Greene Street, New York, New York 10013

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report disclosing the condition of the property (the "Report"). We examined the building plans and specifications that were prepared by us, and prepared the Report dated May 11th, 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 in which the property is located.

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

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it and conducted the visual inspection referred to above with due diligence in order to form a basis for this certification. We certify that the Report and all documents prepared by us disclose all the material facts which were then discernible from a visual inspection of the property. 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 physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that we examined;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

(viii) it is to be understood that all aspects of the physical condition of the property cannot be determined by a visual inspection and that all statements contained in this certification are premised on and limited to such visual inspection.

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.

DXA STUDIO ARCHITECTURE PLLC

By: _____
Name: JORDAN ROGOVE, AIA, LEED
Title: PARTNER, DXA STUDIO

REGISTERED ARCHITECT JORDAN PAUL ROGOVE STATE OF NEW YORK

Sworn to before me this
14th day of May, 2020

_____
Notary Public

Gregory Crane
Notary Public, State of New York
County of New York
License # 01CR6279951
Commission Expires June 30, 2021

EXHIBIT "11"

CERTIFICATION OF SPONSOR'S BUDGET EXPERT

CERTIFICATION OF ADEQUACY OF BUDGET
PURSUANT TO SECTION 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED

Tuesday, January 28, 2020

Department of Law, State of New York
Real Estate Financing Bureau
120 Broadway
New York, New York

Re: 47-49 Greene Street Condominium
49 Greene Street
New York, New York 10013

Gentlemen:

The Sponsor of the condominium Offering Plan for the captioned property retained our firm to prepare the Schedule B and has asked through counsel for us to review the Schedule B-1 for the Residential Units containing projections of income and expenses for the first year of condominium operation.

Our firm has been engaged in the management of real estate for the past 11 years. Currently we manage approximately 25 buildings and our principal is licensed as a real estate broker in the State of New York.

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

We have reviewed the Schedules and investigated the facts set forth in the Schedule B and the facts underlying it with due diligence in order to form a basis for this certification. We have reviewed the Schedule B-1 and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedule(s):

(1) set forth in detail the projected income and expenses for the first year of condominium operation;

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

(3) do not omit any material fact;

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

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

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

(7) do not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statement made.

We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the 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 General Business Law and Penal Law.

WAYFINDER PM

By: _____
Name: Adam Jernow
Title: Principal

Sworn to before me this
28 day of January 2020

_____
Notary Public

SANDY HUEN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01HU6393855
Qualified in Kings County
My Commission Expires: 6/24/23

EXHIBIT "12"

CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF NON-RESIDENTIAL COMMON CHARGES

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

2/5/, 2020

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

Re: 47-49 Greene Street Condominium
47-49 Greene Street, New York, New York

To Whom it May Concern:

The sponsor of the condominium offering plan known for the captioned property retained our firm to prepare Schedule B, which includes projections of common charges payable by the owner of the commercial unit.

Our firm has been engaged in the management of real estate for the past 11 years. Currently we manage approximately 25 buildings and our principal is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in 13 NYCRR Part 20 insofar as they are applicable to the commercial units listed in Schedule B.

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

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

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 owners of the commercial unit;

(iii) do not omit any material fact;

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

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

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

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

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

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

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

Very truly yours,
WAYFINDER PM

By: _____
Name: Adam Jernow
Title: Principal

Sworn to before me this 5th
day of February, 2020

_____
Notary Public

REBECCA N. CANNATA
Notary Public, State of New York
Registration #01CA6194240
Qualified In New York County
Commission Expires Nov. 20, 2020

EXHIBIT "13"

STORAGE BIN LICENSE AGREEMENT

STORAGE BIN LICENSE AGREEMENT

STORAGE BIN LICENSE AGREEMENT made this ____ day of _____, 20___ (this "Agreement") by and between EMPSRGGREENE LLC, having an address at c/o _____ ("Licensor") and the Condominium Board of the 47-49 Greene Street Condominium (the "Condominium") having an address at 47-49 Greene Street, New York, New York 10013 and _____ having an address at 47-49 Greene Street, Unit __, New York, New York 10013 ("Licensee");

WHEREAS, the 47-49 Greene Street Condominium, located at 47-49 Greene Street, New York, New York ("Condominium"), is governed by a certain Declaration of Condominium dated _____, 20___, recorded in the New York County Office of the Register of the City of New York on _____, 20___ as CRFN _____ as the same has been or may be amended from time to time (the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and the rules and regulations of the Condominium, as the same has been or may be amended from time to time (the "Rules and Regulations") (the "Declaration", the "By-Laws" and the "Rules and Regulations" are collectively, referred to as the "Condominium Documents"); and

WHEREAS, in the Condominium there are certain areas designated as the storage areas (collectively "Licensed Areas"); and

WHEREAS, storage bins have been installed in the Licensed Areas for use by permitted Residential Unit Owners; and

WHEREAS, Licensee, owns or simultaneously herewith is acquiring a Residential Unit in the Condominium; and

WHEREAS, Licensee desires the right to the exclusive use of the storage bin designated as _____ (the "Storage Bin") for so long as Licensee owns a Residential Unit in the Condominium;

NOW THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of the Storage Bin ("License") and Licensee hereby accepts such License from the Sponsor for a term commencing on the date hereof

2. The Storage Bin may only be used for storage purposes, in compliance with law. No articles or material which pose a threat to the health or safety of the Units Owners or the Building, or that cause noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought into or stored in the Storage Bin. The Storage Bin cannot be owned independently of a Unit.

3. Licensee shall not (a) store any property outside of the Storage Bin or (b) allow any other person to use the License except in accordance with the terms hereof.

4. The License may be assigned by Licensee at any time provided that no outstanding money is owed to the Condominium Board and provided that the assignee: (i) is a Unit Owner at the Condominium, (ii) assumes the obligations hereunder in the form annexed hereto, and (iii) delivers notice of the assignment, in writing to the Condominium Board in compliance with their requirements. The License shall automatically terminate at such time as the Licensee no longer owns a Unit in the Condominium unless this License is assigned to and assumed by another Unit Owner. In the event this License terminates without being assigned by the Licensee, the Board shall have the right to designate the successor licensee and retain any payment made for the License.

5. Licensee represents that it accepts the Storage Bin in its condition "as is" as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of and maintain the Storage Bin. All repairs and replacements to the Storage Bin shall be performed by the Condominium Board and the cost and expense thereof shall be borne by the Licensee as a special assessment pursuant to the Condominium Documents.

6. Neither Sponsor nor the Condominium Board nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Storage Bin.

7. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

8. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of Storage Bin until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

9. Licensor or its agents shall have the right (but not the obligation) to open the Storage Bin in an emergency at any time, and, at the other reasonable times upon prior notice to Licensee, to inspect and examine the Storage Bin and to make such repairs, replacements and improvements as the Condominium shall deem necessary.

10. This Agreement shall constitute a License only and shall not be construed under any circumstances to be a sale of the Storage Bin or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Condominium or the Licensor and the Licensee with respect to this Agreement.

11. Licensee shall indemnify and hold the Condominium, the Sponsor of the Condominium, the Condominium Board and their officers, agents and employees, harmless from and against any and all liabilities, claims, penalties, and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in

connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with the License.

12. Licensee shall be obligated to reimburse the Condominium and the Licensor for any legal fees and disbursements incurred by the Condominium or the Licensor in defending the rights of the Condominium or Licensor under this Agreement, or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

13. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

14. 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.

15. If any provision of this Agreement is invalid or unenforceable 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.

16. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to conform or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

17. 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.

[signatures to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:

EMPSRGGREENE LLC

By:_____
Name:
Title:

LICENSEE:

By: _____

47-49 GREENE STREET CONDOMINIUM

By:_____
Name:
Title:

EXHIBIT "14"

FORM OF INTERIM OCCUPANCY AGREEMENT

INTERIM OCCUPANCY AGREEMENT

SPONSOR: **EMPSRGGREENE LLC**

PURCHASER: _____

UNIT: Unit _____ at 47-49 Greene Street Condominium

DATE: As of _____, 201_

WHEREAS, Purchaser has agreed to purchase Unit (the "Unit") at the 47-49 Greene Street Condominium, located at 47-49 Greene Street, New York, New York 10013 (the "Condominium") pursuant to an Purchase Agreement between Purchaser and Sponsor of even date herewith (the "Contract").

WHEREAS, Purchaser wishes to occupy the Unit prior to the closing of title to the Unit (the "Closing") and, subject to the terms and conditions set forth herein, Sponsor has agreed to such occupancy.

NOW, THEREFORE, Purchaser and Sponsor hereby agree as follows:

1. Purchaser may occupy the Unit subject to the terms of this Interim Occupancy Agreement (this "Agreement") commencing as of _____ ___, 201_ (the "Possession Date"); provided, however, that such occupancy shall not commence until Sponsor or Escrow Agent (as defined in the Contract) either: (a) receives a wire transfer from Purchaser in an amount equal to the Deposit (as defined in the Contract), or (b) receives a check from Purchaser in an amount equal to the Deposit and such check clears.

2. The term of this Agreement shall continue until _____ ___, 201_, the presently anticipated Closing Date. Purchaser has no other interest in the Unit except as expressly set forth herein or in the Contract.

3. Purchaser shall pay Sponsor a monthly use and occupancy fee at the address set forth above, or at such other address as Sponsor may direct, in the amount of $_____, subject to the terms of Section 9 below; provided, however, that the first month's fee is due and payable as of the date hereof and shall be paid to Sponsor together with the delivery of this Agreement as executed by Purchaser, or as Sponsor may otherwise direct. Any additional monthly fee payment shall be due and payable on or before the first day of each subsequent month. At Closing, Sponsor and Purchaser shall make adjustments for fee payments on a per diem basis.

4. In the event that Purchaser defaults under the Contract, the same shall constitute a default hereunder, and Purchaser shall surrender the Unit to Sponsor in the condition s/he received same within ten (10) days after Sponsor's notice of Purchaser's default under the Contract (the "Vacate Date"), TIME BEING OF THE ESSENCE with respect to such Vacate Date.

5. In the event Purchaser remains in possession of the Unit beyond the Vacate Date, then Purchaser shall be immediately obligated to pay to Sponsor an amount equal twice the amount of the monthly use and occupancy fee, on a per diem basis, in the amount of $___ per day (the "Per Diem Charge") beginning on the day after the Vacate Date through and including the date that Purchaser vacates and surrenders the Unit in the condition required herein. In no event shall any provision hereof be construed as permitting Purchaser to hold over in possession of the Unit after the Vacate Date or as limiting Sponsor's rights and remedies in respect of same, all of which are expressly reserved.

6. Without limiting any of Sponsor's rights contained herein, in the event that Purchaser shall fail to vacate the Unit on or before the Vacate Date, Sponsor shall have any and all rights at law, in equity or otherwise, to evict and/or remove Purchaser and recover possession of the Unit, and Purchaser hereby waives any and all rights to interpose any counterclaims, defenses, or offsets to such eviction action or proceeding or to seek a stay of the warrant of eviction issued therein.

7. If Sponsor brings an action or proceeding relating to this Agreement, at law or in equity, Sponsor shall be entitled to collect from Purchaser and Purchaser shall be liable to Sponsor for any and all actual third party costs and/or expenses (including, without limitation, reasonable attorneys' fees and disbursements and reasonable expert fees).

8. Purchaser shall be responsible for obtaining and paying directly for all utilities costs including, without limitation, all electric, gas, telephone and cable charges attributable to Purchaser's usage of such services in the Unit during the term, and Purchaser shall indemnify Sponsor for all such costs. The provisions of this paragraph shall survive the Closing and Vacate Date, as applicable.

9. As set forth in Paragraph 4 above, any default by Purchaser hereunder shall constitute a default by Purchaser under the Contract; provided, however, that with respect to a default in the payment of the use and occupancy fee following the initial payment, Purchaser's shall have the right to cure same within five (5) business days following the due date therefor. Notwithstanding anything to the contrary, this Agreement shall automatically terminate upon the sooner to occur of: (i) the Closing or (ii) Purchaser's default hereunder (subject, with respect to a default in the payment of the use and occupancy fee following the initial rent payment, to Purchaser's right to cure same within five (5) business days following the due date therefor).

10. Purchaser shall not make any alterations, additions, installations or improvements to the Unit during the term of this Agreement, provided that the foregoing shall not be deemed to prohibit Purchaser from placing Purchaser's furniture and other personal property in the Unit during the term hereof. Upon the termination of this Agreement for any reason other than the Closing. Purchaser shall remove all such furniture and personal property, shall repair all damage caused thereby, and shall vacate the Unit in broom-clean condition. Any personal property not removed may, at Sponsor's election, be retained by Sponsor without compensation to Purchaser, or removed at Purchaser's expense. The provisions of this paragraph shall survive any termination of this Agreement.

11. Sponsor shall not be responsible for any damages arising from any bodily injury to Purchaser or Purchaser's guests or invitees or any damage to or loss of any of the property of Purchaser or of Purchaser's guests or invitees occurring in the Unit. Purchaser agrees to indemnify and to hold Sponsor harmless from and against any and all claims, suits, demands, judgments, and costs (including attorneys' fees) that may be made against Sponsor arising from or connected with Purchaser's occupancy of the Unit. The provisions of this paragraph shall survive the termination of this Agreement.

12. Purchaser agrees to maintain at Purchaser's sole expense personal liability, property and hazard insurance throughout the term hereof in amounts reasonably acceptable to Sponsor and naming Sponsor and the Condominium as an additional insured. During the term hereof, Purchaser shall comply with all laws, rules, regulations and requirements of governmental authorities and the Condominium pertaining to the Unit and Purchaser's use and occupancy thereof. Purchaser shall deliver insurance certificates evidencing such coverage to Sponsor prior to Purchaser's taking occupancy of the Unit.

13. Purchaser hereby agrees to accept possession of the Unit in its "as-is, where-is" condition for purposes of this Agreement; provided, however, that Sponsor agrees to deliver the Unit in broom-clean condition. Purchaser shall be liable for any and all damage caused to the Unit during Purchaser's possession thereof.

14. Any notice hereunder shall be in writing and hand delivered or sent, postage prepaid, by registered or certified mail, or by reputable overnight courier, with receipt confirmed, to Purchaser at the address given at the beginning of this Agreement, with a copy sent in like manner to _____ in the same manner as notice is given to Purchaser, and to Sponsor, addressed to Selling Agent at:_____, with a copy sent simultaneously and in like manner to Holland & Knight, 31 West 52nd Street, New York, New York 10019 Attention: _____ or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself. A failure by Purchaser to acknowledge receipt of any notice, request, letter, consent or other communication hereunder shall not in any way invalidate such communication. Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel) as Sponsor's agent to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

15. Nothing in this Agreement shall be construed as creating a landlord/tenant relationship between Purchaser and Sponsor. Moreover, this Agreement is not subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, the New York City Rent Stabilization Code, any rent regulatory scheme or code, rule or regulation promulgated under any of the foregoing, or any other rental protection laws.

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

17. This Agreement may not be modified or its provisions waived except by a writing signed by the parties hereto.

18. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Contract.

[NO FURTHER TEXT THIS PAGE]

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

SPONSOR:

EMPSRGGREENE LLC

By:_____
Name:
Title:

PURCHASER:

By:_____
Name:
Title:

EXHIBIT "15"

NEW YORK CITY LOCAL LAW 1 OF 2004

LOCAL LAWS
OF
THE CITY OF NEW YORK
FOR THE YEAR 2004

No. 1

Introduced by Council Members Perkins, Lopez, Quinn, Reed, Boyland, Rivera, Brewer, Jackson, Liu, Yassky, Barron, Reyna, Clarke, Sanders Jr., Recchia Jr., Vann, Katz, Gerson, Gioia, Baez, DeBlasio, Serrano, Foster, Monserrate, Jennings Jr., Seabrook, Addabbo Jr., Moskowitz, Koppell, Martinez, Gonzalez, Espada Jr., Gentile, Avella, Comrie Jr., Weprin, Nelson, James, the Speaker (Council Member Miller) and the Public Advocate (Ms. Gotbaum).

A LOCAL LAW

To amend the administrative code of the city of New York, in relation to childhood lead poisoning prevention, including the avoidance and remediation of lead-based paint hazards in housing and day care facilities, the repeal of local law number 38 for the year 1999 and the repeal of subdivision h of section 27-2013 and section 27-2126 of such code.

Be it enacted by the Council as follows:

Section 1. This local law shall be known and may be cited as the New York City Childhood Lead Poisoning Prevention Act of 2003.

§2. Local law number 38 for the year 1999 is hereby REPEALED.

§3. Local Law number 1 for the year 1982 is hereby REPEALED.

§4. Local law number 50 for the year 1972 is hereby REPEALED.

§5. Subchapter 2 of chapter 2 of title 27 of the administrative code of the city of New York is amended by adding a new article 14 to read as follows:

Article 14

Lead Poisoning Prevention and Control

§27-2056.1 Statement of Findings and Purposes.
§27-2056.2 Definitions.
§27-2056.3 Owners' Responsibility to Remediate.
§27-2056.4 Owners' Responsibility to Notify Occupants and Investigate.
§27-2056.5 Presumption.
§27-2056.6 Violation in a Dwelling Unit.
§27-2056.7 Audit and Inspection by Department following Commissioner's order to abate.
§27-2056.8 Violation in a Dwelling Unit Upon Turnover.
§27-2056.9 Department Inspections.
§27-2056.10 Department Implementation and Enforcement.
§27-2056.11 Work Practices.
§27-2056.12 Reporting.
§27-2056.13 Transmittal of Violations to the Department of Health and Mental Hygiene.
§27-2056.14 Request to the Department from the Department of Health and Mental Hygiene to Execute an Order Pursuant to § 17-147 of the Administrative Code.
§27-2056.15 Waiver of Benefit Void.
§27-2056.16 Exemption for Emergency Conditions.
§27-2056.17 Record Keeping Requirements.
§27-2056.18 Application of this article based on age of child.

§27-2056.1 Statement of findings and purposes. The council finds that lead poisoning from paint containing lead is a preventable childhood disease and a public health crisis. The council further finds that the hazard in

dwellings that may occur from paint containing lead is subject to many factors, such as the age of a building and its maintenance. The Council also finds and declares that City government must focus on primary prevention as the essential tool to combat childhood lead poisoning and to achieve the goal of preventing children from suffering the adverse health and other effects of exposure to lead-based paint. The pursuit of primary prevention, which means eliminating lead hazards before children are exposed, has been recommended by the United States Centers for Disease Control and Prevention and promoted by leading experts in the field as a critical course of action to protect the health of young children. The Council, therefore, declares that resources must be directed to primary prevention, including identifying children who are most at risk.

The council recognizes that it cannot legislate a single maintenance standard for all dwellings to eliminate this hazard. Instead, the council by enacting this article makes it the responsibility of every owner of a multiple dwelling to investigate dwelling units for lead-based paint hazards and to address such hazards on a case-by-case basis as the conditions may warrant, taking such actions as are necessary to prevent a child from becoming lead poisoned. Having established this responsibility, the council finds that sufficient information exists to guide owners in making determinations about the existence of lead-based paint hazards. See, e.g., United States environmental protection agency, "Identification of Dangerous Levels of Lead; Final Rule" Federal Register, Vol. 66, No. 4 (January 5, 2001); United States department of housing and urban development, "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997).

The New York city department of health and mental hygiene has reported for the year 2001 that among children tested, 5,638 were newly identified with elevated blood lead levels of 10 micrograms per deciliter or above. The New York city department of health and mental hygiene has reported for the year 2001 that among children tested, 653 were newly identified at or above the department's environmental intervention blood lead level, which is a blood lead level equal to or exceeding 20 micrograms per deciliter in a single test or two reported blood lead levels between 15 and 19 micrograms per deciliter at least three months apart, and has also reported an overall incidence of 931 children tested with blood lead levels equal to or exceeding 20 micrograms per deciliter. When a child is identified with environmental intervention blood lead levels, the city is obligated to investigate potential sources of the lead poisoning, incurring the expense of an environmental investigation and often times also incurring the expense of medical treatment and remedial education, if necessary. The council finds that these blood lead levels among New York city children constitute a severe health crisis and has established as its goal the elimination of childhood lead poisoning by the year 2010.

In addition, the department of health and mental hygiene has reported for the year 2001 that only 29% of children in New York city are tested both at age one and age two for the disease of lead poisoning even though the testing of all children at age one and age two is mandatory under state law. The council finds that improved screening among these children is critical since children at these ages are at greatest risk for lead poisoning. The council declares that it is reasonable and necessary to increase the rate of blood-lead testing. This local law requires the department of health and mental hygiene to report to the council on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels.

The council further finds that the administration and enforcement of the City's lead poisoning prevention programs can be better coordinated. While it is intended that the department of housing preservation and development remain the agency responsible for the implementation and enforcement of this article, it is also intended that the department of health and mental hygiene shall have a significant role in the promulgation and interpretation of rules and in the development of necessary procedures pursuant to this article.

§27-2056.2 Definitions. Whenever used in this article the following terms shall have the following meanings:

(1) "Chewable surface" shall mean a protruding interior window sill in a dwelling unit in a multiple dwelling where a child of applicable age resides and which is readily accessible to such child. "Chewable surface" shall also mean any other type of interior edge or protrusion in a dwelling unit in a multiple dwelling, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where an occupant has notified the owner that a child of applicable age who resides in that multiple dwelling has mouthed or chewed such edge or protrusion.

(2) "Common area" shall mean a portion of a multiple dwelling that is not within a dwelling unit and is regularly used by occupants for access to and egress from any dwelling unit within such multiple dwelling.

(3) "Deteriorated subsurface" shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including, but not limited to, rotted or decayed wood, or wood or plaster that has been subject to moisture or disturbance.

(4) "Friction Surface" shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion and abrade, scrape, or bind when in relative motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

(5) "Impact Surface" shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated sudden force, such as certain parts of door frames, moldings, or baseboards.

(6) "Lead-based paint hazard" shall mean any condition in a dwelling or dwelling unit that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

(7) "Lead-based paint" shall mean paint or other similar surface coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997) and the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, a laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5% of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

(8) "Lead-contaminated dust" shall mean dust containing lead at a mass per area concentration of 40 or more micrograms per square foot on a floor, 250 or more micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the department of health and mental hygiene.

(9) "Lead-contaminated dust clearance test" shall mean a test for lead-contaminated dust on floors, window wells, and window sills in a dwelling, that is made in accordance with section 27-2056.11 of this article.

(10) "Peeling" shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

(11) "Remediation" or "Remediate" shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead-based paint, or other method approved by the commissioner of health and mental hygiene.

(12) "Rule" or "rules" shall mean a rule or rules promulgated pursuant to section 1043 of the New York city charter.

(13) "Turnover" shall mean the occupancy of a dwelling unit subsequent to the termination of a tenancy and the vacatur by a prior tenant of such dwelling unit.

(14) "Underlying defect" shall mean a physical condition in a dwelling or dwelling unit that is causing or has caused paint to peel or a painted surface to deteriorate or fail, such as a structural or plumbing failure that allows water to intrude into a dwelling or dwelling unit.

(15) "Window" shall mean the non-glass parts of a window, including but not limited to any window sash, window well, window jamb, window sill, or window molding.

§27-2056.3 Owners' Responsibility to Remediate. The existence of a lead-based paint hazard in any multiple dwelling where a child of applicable age resides is hereby declared to constitute a condition dangerous to life and health. An owner shall take action to prevent the reasonably foreseeable occurrence of such a condition and shall expeditiously remediate such condition and any underlying defect, when such underlying defect exists, consistent with the work practices established pursuant to section 27-2056.11 of this article, except where lead-contaminated

dust is present in such multiple dwelling and the department of health and mental hygiene has made a determination pursuant to paragraph six of subdivision c of section 27-2056.10 of this article.

§27-2056.4. Owners' Responsibility to Notify Occupants and to Investigate. a. In any dwelling unit in a multiple dwelling erected prior to January first, nineteen hundred sixty where a child of applicable age resides, and in any dwelling unit in a multiple dwelling erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight where a child of applicable age resides and the owner has actual knowledge of the presence of lead-based paint, and in common areas of such multiple dwellings, the owner shall cause an investigation to be made for peeling paint, chewable surfaces, deteriorated subsurfaces, friction surfaces and impact surfaces. Such investigation shall be undertaken at least once a year and more often if necessary, such as when, in the exercise of reasonable care, an owner knows or should have known of a condition that is reasonably foreseeable to cause a lead-based paint hazard, or an occupant makes a complaint concerning a condition that is likely to cause a lead-based paint hazard or requests an inspection, or the department issues a notice of violation or orders the correction of a violation that is likely to cause a lead-based paint hazard. The owner shall ascertain whether a child resides therein pursuant to the requirements of this section.

b. No occupant in a dwelling unit in such multiple dwelling shall refuse or unreasonably fail to provide accurate and truthful information regarding the residency of a child of applicable age therein, nor shall an occupant refuse access to the owner at a reasonable time and upon reasonable prior notice to any part of the dwelling unit for the purpose of investigation and repair of lead-based paint hazards.

c. All leases offered to tenants or prospective tenants in such multiple dwellings must contain a notice, conspicuously set forth therein, which advises tenants of the obligations of the owner and tenant as set forth in this section. Such notice must be in a manner approved by the department, the content of which shall, at a minimum, be in English and Spanish. The owner of such multiple dwelling shall provide the occupant of such multiple dwelling with the pamphlet described in subdivision b of section 17-179 of this code.

d. (1) The owner of such a multiple dwelling shall provide to an occupant of a dwelling unit at the signing of a lease, including a renewal lease, if any, or upon any agreement to lease, or at the commencement of occupancy if there is no lease, a notice in English and Spanish, the form and content of which shall be approved by the department of health and mental hygiene, inquiring whether a child of applicable age resides or will reside therein. If there is a lease, such notice shall be included in such lease or be attached as a rider to such lease. Such notice shall be completed by the occupant at the time of such signing of a lease, including a renewal lease, if any, or such agreement to lease, or at such commencement of occupancy.

(2) Where an occupant has responded to the notice provided by the owner pursuant to paragraph one of subdivision d of this section by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to subdivision e of this section during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead-contaminated dust.

e. (1) Each year, an owner of a multiple dwelling erected prior to January first, nineteen hundred sixty shall, no earlier than January first and no later than January sixteenth, except as provided for in subparagraph iii of paragraph two of this subdivision, present to the occupant of each dwelling unit in such multiple dwelling a notice inquiring as to whether a child of applicable age resides therein. Such notice, the form and content of which shall be approved by the department of health and mental hygiene, shall be presented as provided for in paragraph two of this subdivision, and shall be in English and Spanish.

(2) The owner may present the notice required by paragraph one of this subdivision by delivering said notice by any one of the following methods:

(i) by first class mail, addressed to the occupant of the dwelling unit;

(ii) by hand delivery to the occupant of the dwelling unit;

(iii) by enclosure with the January rent bill, if such rent bill is delivered after December fifteenth but no later than January sixteenth; or

(iv) by delivering said notice in conjunction with the annual notice required pursuant to section 17-123 of this code and the rules of the department of health and mental hygiene pertaining to the installation of window guards.

(3) (i) Upon receipt of such notice the occupant shall have the responsibility to deliver by February fifteenth of that year, a written response to the owner indicating whether or not a child of applicable age resides therein. If, subsequent to delivery of such notice, the owner does not receive such written response by February fifteenth, and does not otherwise have actual knowledge as to whether a child of applicable age resides therein, then the owner shall at reasonable times and upon reasonable notice inspect that occupant's dwelling unit to ascertain the residency of a child of applicable age and, when necessary, conduct an investigation in order to make that determination. Where, between February sixteenth and March first of that year, the owner has made reasonable attempts to gain access to a dwelling unit to determine if a child of applicable age resides in that dwelling unit and was unable to gain access, the owner shall notify the department of health and mental hygiene of that circumstance.

(ii) Where an occupant has responded to the notice provided by the owner pursuant to subparagraph (i) of this paragraph by indicating that no child of applicable age resides therein, during the period between the date of such response and the delivery of the notice provided by the owner pursuant to this subdivision during the immediately following year the occupant shall have the responsibility to inform the owner of any child of applicable age that comes to reside therein during such period. In the event such occupant fails to inform the owner of such child as required by this paragraph, and the owner does not otherwise have actual knowledge that such child is residing in the dwelling unit, the presumption provided for in section 27-2056.5 of this article shall not apply in any action to recover damages for personal injury caused by contact with or exposure to lead-based paint or lead contaminated dust.

(4) For calendar year two thousand four, an owner shall be deemed to have satisfied the provisions of paragraphs one through three of this subdivision if such owner delivers or has already delivered to each dwelling unit where a child under six years of age resides a notice identical or substantially similar to that required to have been delivered in calendar year two thousand three, (i) in the same manner as was required in calendar year two thousand three, and (ii) during the same periods of time in calendar year two thousand four as such notice was required to have been delivered during calendar year two thousand three.

f. The owner shall inform the occupant in writing of the results of an investigation undertaken pursuant to this section and shall provide a copy of any such report received or generated by an investigation. The owner shall retain a copy of each investigation report, for ten years from the date of such report and such report shall be made available to the department on request and shall be transferred by the owner to the owner's successor in title.

g. Any owner who violates the provisions of this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any violation of this section shall subject the owner to a civil penalty of not more than one thousand five hundred dollars per violation.

h. The department may, at its discretion, perform sample audits to determine compliance with the requirements of this section.

§27-2056.5 Presumption. a. In any multiple dwelling erected prior to January 1, 1960, it shall be presumed that the paint or other similar surface-coating material in any dwelling unit where a child of applicable age resides or in the common areas is lead-based paint. The presumption established by this section may be rebutted by the owner of the dwelling or dwelling unit by submitting to the department a sworn written statement by the owner supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the owner, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or any successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

b. The owner of a dwelling or a dwelling unit may apply to the department to have such dwelling or dwelling unit exempted from the presumption contained in subdivision a of this section when either (i) an inspection for lead-based paint in such dwelling or dwelling unit, performed in accordance with section 745.227 of title 40 of the code of federal regulations, or any successor regulation, has determined that there is no lead-based paint present in such dwelling or dwelling unit, or (ii) substantial alterations have been made to such dwelling or dwelling unit and such alterations have resulted in the removal or permanent covering of all lead-based paint in that dwelling or dwelling unit. The department shall by rule determine the requirements needed to qualify for such an exemption. Sections 27-2056.4, 27-2056.8 and 27-2056.9 of this article shall not apply to any dwelling or dwelling unit that has been granted an exemption by the department.

§27-2056.6 Violation in a Dwelling Unit. The existence of lead-based paint in any dwelling unit in a multiple dwelling where a child of applicable age resides shall constitute a class C immediately hazardous violation if such paint is peeling or is on a deteriorated subsurface.

§27-2056.7 Audit and inspection by department following commissioner's order to abate. a. When the department of health and mental hygiene issues a commissioner's order to abate pursuant to section 173.13 of the New York city health code or a successor rule that addresses lead-based paint hazards in a specific dwelling unit in a multiple dwelling, the department, within fifteen days of such order, shall notify the owner of the multiple dwelling where the dwelling unit is located that the owner shall, within forty-five days of the department's notice, provide to the department all records required to be maintained under this article. Upon the department's receipt of those records and a determination that there may exist uncorrected lead-based paint hazards in dwelling units where a child of applicable age resides, the department within ten days shall attempt to inspect such units to determine whether there are any violations of section 27-2056.6 of this article.

b. If the owner does not provide to the department the records as mandated by subdivision a of this section, the department shall within forty-five days of such failure attempt to inspect dwelling units where a child of applicable age resides to determine whether there are any violations of section 27-2056.6 of this article in such units.

c. The department is not required to undertake the procedures specified in this section in a particular multiple dwelling if it has done so in such building during the prior twelve month period.

d. Any owner who fails to comply with the provisions of this section in accordance with the rules of the department shall be liable for a class C immediately hazardous violation, and a civil penalty in an amount not to exceed one thousand dollars.

§27-2056.8 Violation in a Dwelling Unit Upon Turnover a. Upon turnover of any dwelling unit in a multiple dwelling erected prior to January 1, 1960 or a dwelling unit in a private dwelling erected prior to January 1, 1960 where each dwelling unit is to be occupied by persons other than the owner or the owner's family, the owner shall within such dwelling unit have the responsibility to:

(1) remediate all lead-based paint hazards and any underlying defects, when such underlying defects exist;

(2) make all bare floors, window sills, and window wells in the dwelling unit smooth and cleanable;

(3) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all doors and door frames; and

(4) provide for the removal or permanent covering of all lead-based paint on all friction surfaces on all windows, or provide for the installation of replacement window channels or slides on all lead-based painted friction surfaces on all windows.

b. All work performed pursuant to this section shall be performed pursuant to the safe work practices promulgated pursuant to section 27-2056.11(a)(3) of this article.

c. Any owner who fails to comply with the provisions of subdivision a of this section, or the rules of the department of health and mental hygiene or the department promulgated pursuant to section 27-2056.11(a)(3) shall be liable for a class C immediately hazardous violation.

§27-2056.9 Department Inspections. a. When entering a dwelling unit in a multiple dwelling constructed prior to January 1, 1960 for the purpose of investigating the existence of any violation of this code, the department shall make diligent efforts to ascertain whether a child of applicable age resides therein and shall request from the occupant an acknowledgement as to whether such a child resides in the dwelling unit. Whenever a child of applicable age resides in a dwelling unit, the department shall immediately perform a room-by-room inspection of the dwelling unit and record for each room in a report of such inspection whether the paint or other similar surface-coating material in each room is peeling or intact. For each room where peeling paint is found, the department shall also inspect for evidence of an underlying defect and shall indicate on the inspection report the peeling paint's location within the room, the condition of the subsurface below it, and the location of any underlying defect. When performing such inspection, the department need only inspect those portions of the dwelling unit where furniture or other furnishings do not obstruct the view of a surface, except when there is visible evidence that causes the department to believe that the obstructed surface has peeling paint. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

b. In any dwelling unit in a multiple dwelling erected prior to January 1, 1960 where a child of applicable age resides, the department shall conduct an inspection pursuant to subdivision a of this section no later than ten days after the department's receipt of a complaint describing peeling paint, or a deteriorated subsurface or underlying defect in the dwelling unit. The department shall make diligent efforts to ascertain whether a child of applicable

age resides therein. Where the department attempts to perform an inspection of a dwelling unit within the time period required by this subdivision but is unable to gain access, the department shall be required to make a reasonable attempt to gain access to such dwelling unit within five days of such attempt. If the department is unable to gain access to that dwelling unit during this additional time period, the department shall provide written notice to the occupant of such dwelling unit that no further attempts at access shall be made unless a new complaint is submitted.

c. Each inspector who performs an inspection pursuant to subdivision b of this section shall use an x-ray fluorescence analyzer during the course of that inspection to determine whether lead-based paint is present in such dwelling unit except that, for reasons beyond the control of the department, such x-ray fluorescence analysis is unable to be performed during such inspection, the department shall rely on the presumption set forth in subdivision a of section 27-2056.5 of this article. Where peeling paint is found during an inspection of a dwelling unit performed pursuant to subdivision a of this section, the department shall within ten days thereafter perform another inspection of such dwelling unit using an x-ray fluorescence analyzer to determine whether lead-based paint is present in such dwelling unit. Where, upon conducting an inspection, the department determines the existence of a condition constituting a violation of this article, the department shall serve a notice of violation within ten additional days.

d. The pamphlet developed by the department of health and mental hygiene pursuant to section 17-179 of this code shall be left at the premises of the dwelling unit at the time of an inspection made by the department pursuant to this section.

e. The department shall develop a pamphlet listing the work practices to be established pursuant to section 27-2056.11 of this article. Such pamphlet shall be delivered by the department in conjunction with all notices of violation issued pursuant to paragraph one of subdivision l of section 27-2115 of this code. Failure to include such pamphlet with such notices of violation shall not render null and void the service of such notices of violation. Such pamphlet shall also be made available to any member of the public upon request.

f. Notwithstanding any other provision of law, failure by the department or the department of health and mental hygiene to comply with any time period provided in this article or section 27-2115 of this chapter relating to responsibilities of the department and the department of health and mental hygiene, shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article.

§27-2056.10 Department Implementation and Enforcement. a. The department shall provide appropriate training for lead-based paint inspection and supervisory personnel. Department personnel who conduct a visual inspection pursuant to this article shall receive training which at a minimum, shall be the training approved by the United States department of housing and urban development for performance of visual inspections. Department personnel who perform lead-based paint inspections using XRF machines shall receive training required by the United States environmental protection agency pursuant to section 745.226(b) of title 40 of the code of federal regulations or successor regulations. Training of all inspection and supervisory personnel shall also include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and require that the individual has successfully demonstrated knowledge of the requirements of this article. The department shall provide for the continuing education of inspection and supervisory personnel.

b. The department, with the approval of the department of health and mental hygiene, shall promulgate a comprehensive written procedure to guide department personnel in implementing and enforcing this article. Where feasible, such procedures shall establish a uniform method for the department of health and mental hygiene and the department, following the method implemented by the department of health and mental hygiene, to describe violations and identify their location in a dwelling or dwelling unit. Such procedures shall include a methodology and a form to be used by department personnel when conducting an inspection to carry out and record an inspection pursuant to section 27-2056.9 of this article.

c. The department shall promulgate rules for the implementation and enforcement of this article and to effect compliance with all applicable provisions of this article, rules promulgated thereunder, and all applicable city, state or federal laws, rules or regulations. Such rules shall be subject to the approval of the department of health and mental hygiene prior to their promulgation and shall include, but not be limited to, establishing:

(1) uniform specifications and procedures to govern testing, including a standardized format for reporting such testing results, whenever paint or a similar surface-coating material is tested for its lead content, whether by or on behalf of an owner or an agency of the city of New York;

(2) procedures by which an owner shall comply with section 27-2056.4 of this article, including the form and content of the annual notice;

(3) procedures by which an owner shall submit rebuttal documentation to the department pursuant to 27-2056.5 of this article;

(4) procedures by which an owner may apply to the department to postpone the date by which a violation shall be corrected pursuant to subdivision l of section 27-2115 of this code, including, but not limited to, the stabilization of the paint which is the subject of the violation where an owner requests a second postponement of time to correct a violation in accordance with subdivision l of section 27-2115 of this code; and

(5) procedures to implement and to enforce compliance with paragraph two of subdivision l of section 27-2115 of this code, which shall include, but not be limited to, the requirement that an owner certify to:

(i) the correction of a violation of this article of the code, and

(ii) compliance with the rules promulgated by the department pursuant to section 27-2056.11 of this code; and

(6) procedures to be established by the department of health and mental hygiene to order or provide for the expeditious cleanup and removal of lead-contaminated dust when the department of health and mental hygiene determines that there is lead-contaminated dust in a dwelling unit where a child of applicable age resides, such child has an elevated blood level, and the department of health and mental hygiene determines that the source of that lead-contaminated dust is not a condition of the dwelling in which such dwelling unit is located.

§27-2056.11 Work Practices.

a. The department shall promulgate rules, with the approval of the department of health and mental hygiene, establishing work practices to which an owner shall be subject in each of the following circumstances:

(1) where an owner is performing work in order to comply with a notice of violation or order to correct issued by the department pursuant to this article, which shall be no less stringent than the safety standards required by the commissioner of health and mental hygiene whenever such commissioner shall order the abatement of lead-based paint hazards pursuant to section 173.13 of the health code or a successor rule. Such rules shall provide for temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall provide that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations, or any successor regulations.

(2) where an owner, other than in response to an order to correct or notice of violation issued by the department or the department of health and mental hygiene, is performing work that will disturb lead-based paint or paint of unknown lead content in a dwelling unit where a child of applicable age resides or in the common area of the multiple dwelling in which such dwelling unit is located, where such multiple dwelling was erected prior to January first, nineteen hundred sixty, or where the owner has actual knowledge of the presence of lead-based paint and such multiple dwelling was erected on or after January first, nineteen hundred sixty and before January first, nineteen hundred seventy-eight.

(i) Except as provided in subparagraph (ii) of this paragraph, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely.

(ii) Where such work will disturb more than one hundred square feet of lead-based paint or paint of unknown lead content in a room in a multiple dwelling, or will involve the removal of two or more windows with lead-based paint or paint of unknown lead content, such rules shall incorporate work practices that are no less protective of public health than those set forth in subdivisions d and e of section 173.14 of the health code and those parts of subdivision b of such section applicable thereto, or a successor rule, and shall include a requirement that lead-

contaminated dust clearance testing be performed at the completion of such work. Such rules shall also require temporary relocation provided by the owner of the occupants of a dwelling or dwelling unit to appropriate housing when work cannot be performed safely. Such rules shall require, in addition, that all such work be performed only by firms which have received certification to perform lead abatement under the regulations issued by the United States environmental protection agency at subpart L of part 745 of title 40 of the code of federal regulations for the abatement of lead hazards, or any successor regulations. Such rules shall also provide that not less than ten days prior to the commencement of such work the owner of the premises, or the firm, shall file with the department of health and mental hygiene a notice of commencement so that the department of health and mental hygiene may, at its discretion, perform sample audits of such notices to determine that the firms performing the work are properly certified. Such notice shall be signed by the owner or by a representative of the firm , and shall be in a form satisfactory to or prescribed by the department of health and mental hygiene, and shall set forth at a minimum the following information:

(a) The address of the multiple dwelling and the specific location of the work within the multiple dwelling.

(b) The name, address and telephone number of the owner of the multiple dwelling in which the work is to be performed.

(c) The name, address and telephone number of the firm which will be responsible for performing the work.

(d) The date and time of commencement of the work, working or shift hours, and the expected date of completion; and

(e) Identification of the surfaces and structures, and surface area, subject to the work.

The rules shall also provide that any changes in the information contained in the notice shall be filed with the department of health and mental hygiene prior to commencement of work, or if work has already commenced, within twenty-four hours of any change. The rules shall provide that a copy of the notice of commencement shall be posted at the work site.

(iii) The provisions of this paragraph shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.

(3) where an owner is performing work on turnover pursuant to 27-2056.8 of this article. Such rules shall include, but not be limited to, requiring lead-contaminated dust clearance tests at the completion of such work.

b. No person shall perform a lead-contaminated dust clearance test pursuant to this section unless such person is a third-party, who is independent of the owner and any individual or firm that performs the work, and has successfully completed a course approved or administered by the department of health and mental hygiene or by the United States environmental protection agency or the United States department of housing and urban development and obtained a certificate or other document issued by or acceptable to the department of health and mental hygiene.

c. The department, with the approval of the department of health and mental hygiene, shall promulgate rules requiring that all lead-contaminated dust clearance tests submitted to a laboratory for analysis include a sworn certification that such test was performed in compliance with all applicable rules and regulations and shall include any additional information that the department shall determine is necessary for the administration and enforcement of this section.

d. Where an owner is performing work pursuant to paragraph (1) of subdivision a of this section, all lead-contaminated dust clearance test results shall be filed with the department, and a copy shall be provided by the owner to the occupant of the dwelling unit. Where an owner is performing work pursuant to paragraphs (2) and (3) of subdivision a of this section, a copy of all lead-contaminated dust clearance test results shall be provided to the occupant of the dwelling unit. Copies of lead-contaminated dust clearance test results provided to the occupant of the dwelling unit pursuant to this subparagraph shall be in a form satisfactory to or prescribed by the department of health and mental hygiene that provides a sufficiently clear explanation of the meaning of such results.

§27-2056.12 Reporting. a. Within four months after the close of the first fiscal year after which this article takes effect and for every fiscal year thereafter, the commissioner shall provide to the council a written report on the department's implementation of this article during the preceding year. Such report shall include, at a minimum, an analysis of the department's program, a detailed statement of revenue and expenditures and statistical section designed to provide a detailed explanation of the department's enforcement including, but not limited to, the following:

(1) the number of complaints for peeling paint in pre-1960 dwelling units where a child of applicable age resides, disaggregated by city or non-city ownership of the building which is the subject of the complaint;

(2) the number of inspections by the department pursuant to this article, disaggregated by the city or non-city ownership of the building where the inspection occurred;

(3) the number of violations issued by the department pursuant to this article;

(4) the number of violations issued pursuant to this article that were certified as corrected by the owner, the number of such certifications that did not result in the removal of such violations, and the number of civil actions brought by the department against such owners; and

(5) the number of jobs performed in which violations issued pursuant to this article were corrected by the department, the total amount spent by the department to correct the conditions that resulted in the violations, and the average amount spent per dwelling unit to correct such conditions; and

(6) a statistical profile with geographic indexing, such as by community district, council district, and/or zip code, of multiple dwellings in which violations are placed, indicating the ages of the multiple dwellings and other factors relevant to the prevalence of lead-based paint hazards, which may include the prior lead poisoning of a child in the multiple dwelling, outstanding violations, and emergency repair charges.

b. The department of health and mental hygiene shall prepare a report on progress toward increasing screening rates and reducing the incidence rates of children newly identified with elevated blood lead levels. This report shall be utilized by the department in its implementation of this article. Such report shall be submitted to the council within nine months after the close of each calendar year.

c. The department shall maintain a central register of all department orders to correct a violation under this article. Such register shall indicate, if applicable, the date of the complaint, address of the premises, and the date of each inspection and reinspection.

§27-2056.13 Transmittal of Violations to the Department of Health and Mental Hygiene. The department shall send a notice which shall be addressed to the dwelling unit in the multiple dwelling, when a dwelling unit is identified, for which a violation of this article was issued. Such notice shall include a telephone number for the department of health and mental hygiene. The department shall also refer to the department of health and mental hygiene the address of the unit in the multiple dwelling for which such violation was issued, the name of the complainant, if any, and the complainant's telephone number, if available. The department of health and mental hygiene, pursuant to section 17-179 of this code, shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

§27-2056.14 Inspections by Department of Health and Mental Hygiene and Removal of Health Code Violations by Department of Housing Preservation and Development. Whenever a report has been made to the department of health and mental hygiene of a person under eighteen years of age with an elevated blood lead level of fifteen micrograms per deciliter or higher residing in any dwelling unit, the department of health and mental hygiene shall conduct such investigation as may be necessary to identify potential sources of the elevated blood lead level, including but not limited to, an inspection of the dwelling unit where such person resides. If the department of health and mental hygiene issues an order to correct any violation, the department of health and mental hygiene shall notify the department of each dwelling unit in a dwelling for which the department of health and mental hygiene has issued an order to correct a violation. Where the owner of the dwelling or relevant dwelling unit within such dwelling fails to comply with an order of the department of health and mental hygiene to correct a violation placed by the department of health and mental hygiene, the department of health and mental hygiene shall certify such conditions to the department of housing preservation and development. The certification procedure shall be completed within sixteen days of the report of the elevated blood lead level. The conditions so certified shall be corrected within eighteen days of certification to the department.

§27-2056.15 Waiver of Benefit Void. a. No owner may seek to have an occupant of a dwelling unit waive the benefit or protection of any provision of this article. Any agreement by the occupant of a dwelling unit purporting to waive the benefit or protection of any provision of this article is void. Any owner who violates this section, or the rules promulgated hereunder, shall be guilty of a misdemeanor punishable by a fine of up to five hundred dollars or imprisonment for up to six months or both. In addition, any owner who violates this section shall be liable for a civil penalty of not more than five hundred dollars per violation.

b. Notwithstanding any other provision of this article, nothing herein shall be construed to alter existing or future agreements which allocate responsibility for compliance with the provisions of this article between a tenant shareholder and a cooperative corporation or between the owner of a condominium unit and the board of managers of such condominium.

c. The provisions of this article, other than section 27-2056.14, shall not apply to a dwelling unit in a multiple dwelling where (i) title to such multiple dwelling is held by a cooperative housing corporation or such dwelling unit is owned as a condominium unit, and (ii) such dwelling unit is occupied by the shareholder of record on the proprietary lease for such dwelling unit or the owner of record of such condominium unit, as is applicable, or the shareholder's or record owner's family.

§27-2056.16 Exemption for Emergency Conditions. For emergency actions immediately necessary to safeguard against imminent danger to human life, health or safety or to protect property from further major damage, such as when a property has been damaged by a natural disaster, fire, structural collapse, cascading water, lack of utilities or other emergency conditions, occupants shall be protected from exposure to lead in dust and debris generated by such emergency actions to the extent practicable and the requirements of this article shall not apply. This exemption applies only to repairs immediately necessary to respond to the emergency. The requirements of this article shall apply to any work undertaken subsequent to or above and beyond such emergency actions.

§27-2056.17 Record Keeping Requirements. The owner of any multiple dwelling or dwelling that performs any work pursuant to this article shall retain all records relating to such work for a period of no less than ten years from the completion date of such work. The owner shall make any such records required to be retained by this section available to the department upon the department's request, and shall transfer such records to the owner's successor in title.

§27-2056.18 Application of this article based on age of child. For the purposes of this article, the term "applicable age" shall mean "under seven years of age" for at least one calendar year from the effective date of this section. Upon the expiration of such one year period, in accordance with the procedures by which the health code is amended, the board of health may determine whether or not the provisions of this article should apply to children of age six, and based on this determination, may redefine "applicable age" for the purposes of some or all of the provisions of this article to mean "under six years of age," but no lower.

§6. Section 27-2115 of the administrative code of the city of New York is amended by adding a new subdivision l to read as follows:

(l)(1) Notwithstanding any other provision of law, when the department serves a notice of violation to correct and certify a condition that constitutes a violation of article fourteen of subchapter two of this chapter, the notice of violation shall specify the date by which the violation shall be corrected, which shall be twenty-one days after service of the notice of violation, and the procedure by which the owner, for good cause shown pursuant to this subdivision, may request a postponement. The notice of violation shall further specify that the violation shall be corrected in accordance with the work practices established in accordance with section 27-2056.11 of this code. The notice of violation shall be served by personal delivery to a person in charge of the premises or to the person last registered with the department as the owner or agent, or by registered or certified mail, return receipt requested, or by certified mail with proof of delivery, to the person in charge of the premises or to the person last registered with the department as the owner or agent; provided that where a managing agent has registered with the department, such notice of violation shall be served on the managing agent. Service of the notice of violation shall be deemed completed three days from the date of mailing. Notification, in a form to be determined by the department, of the issuance of such violation shall be sent simultaneously by regular mail to the occupant at the dwelling unit that is the subject of such notice of violation. The department may postpone the date by which a violation shall be corrected upon a showing, made within the time set for correction in the notice, that prompt action to correct the violation has been taken but that full correction cannot be completed within the time provided because of serious technical difficulties, inability to obtain necessary materials, funds or labor, inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as may be necessary to make the required repair. Such postponement shall not exceed fourteen days from the date of correction set forth in the notice of violation. The department may require such other conditions as are deemed necessary to insure correction of the violations within the time set for the postponement. The department may grant one additional postponement of no more than fourteen days for the reasons authorized by this section so long as the paint or other condition which is the subject of the violation has been stabilized. The department is also authorized to promulgate rules establishing criteria for a postponement of the time to correct for a longer period of time where such postponement is requested because of one or more substantial capital improvements will be made that will, when completed, significantly reduce the presence of lead-based paint in such multiple dwelling or dwelling unit including, but not limited to, a requirement that the paint which is the subject of the violation is stabilized. The department shall provide to the owner and the occupant a written statement signed and dated by the person making

such decision setting forth the reasons for each postponement of the date by which a violation shall be corrected or the reason for the denial of such application for a postponement. Said written statement shall be part of the records of the department.

(2) Notwithstanding any other provision of law, the notice of violation shall direct that the correction of each violation cited therein shall be certified to the department. Such certification shall be made in writing, under oath by the registered owner, a registered officer or director of a corporate owner or by the registered managing agent. Such certification shall include a statement that the violation was corrected in compliance with paragraph one of subdivision a of section 27-2056.11 of this code and shall include a copy of the lead-contaminated dust clearance test results. All certifications shall be delivered to the department and acknowledgment of receipt therefor obtained or shall be mailed to the department by certified or registered mail, return receipt requested, no later than five days after the date set for correction, and shall include the date when each violation was corrected. Such certification of correction shall be supported by a sworn statement by the person who performed the work if performed by an employee or agent of the owner. A copy of such certification shall be mailed to the complainant by the department not more than twelve full calendar days from the date of receipt of such certification by the department. Failure to file such certification shall establish a prima facie case that such violation has not been corrected.

(3) Whenever the department shall issue a notice of violation to correct a condition that constitutes a violation of section 27-2056.6 of article fourteen of subchapter two of this chapter, the department shall within fourteen days after the date set for the correction of such violation conduct a final inspection to verify that the violation has been corrected. Where, upon conducting an inspection, the department determines that a violation has not been corrected, the department shall correct such violation within forty-five additional days of such inspection or in such shorter time as is practicable.

(4) Notwithstanding any other provision of law, the department shall not remove a violation from its records nor shall it be deemed that such violation has been corrected unless the records of the department contain written verification that the department has conducted a final inspection of the premises and that such inspection verifies that the violation has been corrected, and copies of lead-contaminated dust clearance test results whenever such tests are required by applicable law, rule or regulation. A copy of the report of the final inspection of a dwelling unit and the status of the violation shall be mailed or delivered to the occupant and the owner.

(5) Notwithstanding any other provision of law, a person making a false certification of correction of a violation issued pursuant to article 14 of subchapter 2 of this chapter, in addition to any other civil penalty, shall be subject to a civil penalty of not less than one thousand dollars nor more than three thousand dollars for each false certification made, recoverable by the department in a civil action brought in a court of competent jurisdiction. If the person making such false certification is an employee of the owner then such owner shall be responsible for such civil penalty. In addition, any such person making a false certification of correction shall be guilty of a misdemeanor punishable by a fine of up to one thousand dollars or imprisonment for up to one year or both.

(6) Notwithstanding any other provision of law, a person who violates article fourteen of subchapter two of this chapter by failing to correct such violation in accordance with paragraph one of subdivision a of section 27-2056.11 of this code shall be subject to a civil penalty of two hundred fifty dollars per day for each violation to a maximum of ten thousand dollars from the initial date set for correction in the notice of violation until the date the violation is corrected and certified to the department, and in addition to any civil penalty shall, whenever appropriate, be punished under the provisions of article three of subchapter five of this code. There shall be a presumption that the condition constituting a violation continues after the service of the notice of violation. The owner shall be responsible for the correction of all violations noticed pursuant to article fourteen of subchapter two of this chapter, but in an action for civil penalties pursuant to this subdivision may in defense or mitigation of such owner's liability for civil penalties show:

(i) That the condition which constitutes the violation did not exist at the time the violation was placed; or

(ii) That he or she began to correct the condition which constitutes the violation promptly upon discovering it but that full correction could not be completed expeditiously because of serious technical difficulties, inability to obtain necessary materials, funds or labor, or inability to gain access to the dwelling unit wherein the violation exists, or such other portion of the building as might be necessary to make the repair, provided that a postponement was granted pursuant to this subdivision; or

(iii) That he or she was unable to obtain a permit or license necessary to correct the violation, provided that diligent and prompt application was made therefor; or

(iv) That the violation giving rise to the action was caused by the act of negligence, neglect or abuse of another not in the employ or subject to the direction of the owner, except that the owner shall be precluded from showing in

defense or mitigation of such owner's liability for civil penalties evidence of any acts occurring, undertaken, or performed by any predecessor in title prior to the owner taking control of the premises. Where the aforesaid allegations are made by way of mitigation of penalties, the owner shall show, by competent proof, pertinent financial data and efforts made to obtain necessary materials, funds or labor or to gain access, or to obtain a permit or license and such other evidence as the court may require.

If the court finds that sufficient mitigating circumstances exist, it may remit all or part of any penalties arising from the violations, but may condition such remission upon a correction of the violation within a time period fixed by the court.

(7) Notwithstanding any other provision of law, failure by the department to comply with any time period provided in this section relating to responsibilities of the department shall not render null and void any notice of violation issued by the department or the department of health and mental hygiene pursuant to such article or section, and shall not provide a basis for defense or mitigation of an owner's liability for civil penalties for violation of such article

§7. Title 17 of the administrative code of the city of New York is amended by adding new sections 17-179, 17-180, 17-181, 17-185, and 17-186, to read as follows:

§17-179 Department Screening, Diagnosis, and Treatment. a. The department shall refer to appropriate medical providers any person who requests assistance in blood lead screening, testing, diagnosis or treatment, and upon the request of a parent or guardian, arrange for blood lead screening of any child who requires screening and whose parent or guardian is unable to obtain a lead test because the child is uninsured or the child's insurance does not cover such screening.

b. The department shall develop a pamphlet explaining the hazards associated with lead-based paint and describing the procedures to be used in order for a violation of sections 27-2056.6 and 27-2056.7 of this code to be corrected. The pamphlet shall include appropriate telephone numbers to obtain lead poisoning screening, diagnosis and treatment information and to report unsafe lead-based paint work practices. Such pamphlet shall be made available in accordance with section 27-2056.9 of this code. Such pamphlet shall also be made available to any member of the public upon request.

§17-180 Training of Department Personnel. The department, in conjunction with the department of housing preservation and development, shall provide training for lead-based paint inspection and supervisory personnel. No department personnel shall conduct an inspection for lead-based paint pursuant to the health code unless that individual has received such training. At a minimum, such training shall (1) be equivalent to the training required under regulations issued by the United States environmental protection agency for the certification of lead-based paint inspectors and supervisors, (2) include background information pertaining to applicable state and local lead-based paint laws and guidance on identifying violations in a multiple dwelling, and (3) require that the individual has successfully demonstrated knowledge of the responsibilities of a certified inspector or certified supervisor, as the case may be, and the requirements of sections 173.13 and 173.14 of the health code or successor rules. The department shall provide for the continuing education of inspection and supervisory personnel.

§17-181 Lead-based paint; dry scraping and dry sanding prohibited. The dry scraping or dry sanding of lead-based paint or paint of unknown lead content in any dwelling, day care center or school is hereby declared to constitute a public nuisance and a condition dangerous to life and health. For the purpose of this section, dry scraping and dry sanding shall mean the removal of paint or similar surface-coating material by scraping or sanding without using water misting to reduce dust levels or other method approved by the department. The department shall promulgate such additional rules as necessary for the enforcement of this section.

§17-185 Inspection by the Department of Unsafe Work Practices. The department shall promulgate rules requiring the department to respond to complaints regarding unsafe lead-based paint work practices.

§17-186 Lead poisoning prevention in children. a. The department shall develop a brochure which, at a minimum, advises all appropriate medical providers of their obligations to screen and test children for lead poisoning according to all relevant federal, state and local laws, rules and regulations. Such pamphlet shall be distributed to all appropriate medical providers on an annual basis, starting on September 15, 2004.

b. The department shall develop a pamphlet regarding lead poisoning prevention in children. Such pamphlet shall, at a minimum, be printed in English and Spanish and shall include, at a minimum: (i) the manner in which children are most likely poisoned by lead; (ii) the effects of lead poisoning on a child's health; (iii) the intervals at which a child is required by New York state law to be tested for blood lead levels; (iv) the appropriate telephone numbers to obtain lead poisoning screening, diagnosis and treatment information; (v) the steps a parent or

guardian may take to protect his or her child from lead poisoning; and (vi) the requirement of landlords to inspect and repair lead-based paint hazards.

c. At a minimum, the department shall distribute the pamphlet produced pursuant to paragraph b of this section with each birth certificate furnished to the parent or guardian of a child pursuant to section 17-168 of this title. Such pamphlet shall also be made available to any member of the public upon request.

§8. Subdivision 1 of subsection a of section § 11-243 of the administrative code of the city of New York is amended to read as follows:

1. "Alteration" and "improvement": a physical change in an existing dwelling other than painting, ordinary repairs, normal replacement of maintenance items, [except that painting or repairs designated to eliminate the lead-based paint poisoning hazard shall be eligible for tax exemption and tax abatement under this section and] provided, however, that ordinary repairs and normal replacement of maintenance items, as defined by [regulations] *rules* adopted by the department of housing preservation and development pursuant to subdivision m of this section, shall be eligible for tax exemption and tax abatement under this section provided that repairs and maintenance items:

(1) were started and completed within a twelve-month period,

(2) were made to any common area of the dwelling premises concurrently with a major capital improvement thereto, as defined by [regulations] *rules* adopted by the department of housing preservation and development pursuant to subdivision m of this section, and

(3) require the issuance of a permit for at least one item thereof by any city agency, and

(4) the amount of money expended thereon shall not exceed two times the amount expended on the major capital improvement performed concurrently therewith.

"Alteration" and "improvement" shall also mean "an abatement" of lead-based paint hazards, as defined in part 745 of title forty of the code of federal regulations or any successor regulations, and shall include an "inspection" and "risk assessment" for lead-based paint hazards, as defined in such part, in a dwelling unit occupied by a child of applicable age, as established in accordance with section 27-2056.18 of this code, regardless of whether a child is or has been lead poisoned but shall not include any work performed to comply with a notice of violation issued for a violation of article fourteen of subchapter two of chapter .

§9. Title 17 of the administrative code of the city of New York is amended by adding a new chapter nine to read as follows:

Chapter 9
Lead-Based Paint in Day Care Facilities
Subchapter 1
Definitions

§17-900 Definitions.

Subchapter 2
Remediation of Lead-Based Paint Hazards in Day Care Facilities

§17-910 Presumption.
§17-911 Remediation.
§17-912 Department Rules.
§17-913 Annual Inspection.

Subchapter 1
Definitions

§17-900 Definitions. For the purpose of this chapter the following terms shall have the following meanings:

1. " Chewable surface" shall mean a protruding interior window sill in a day care facility that is readily accessible to a child of applicable age. "Chewable surface" shall also mean any other type of interior edge or protrusion in a day care facility, such as a rail or stair, where there is evidence that such other edge or protrusion has been chewed or where the operator of such day care facility has observed that a child under six years of age has mouthed or chewed such edge or protrusion.

2. "Day care facility" shall mean any facility used to provide day care service.

3. "Day care service" shall mean any service which, during all or part of the day, regularly gives care to seven or more children under six years of age, not all of common parentage, which operates more than five hours per week for more than one month a year. Day care service shall not mean a kindergarten or higher grade in a facility operated by the board of education.

4. "Deteriorated subsurface" shall mean an unstable or unsound painted subsurface, an indication of which can be observed through a visual inspection, including but not limited to, rotted or decayed wood, or wood or

plaster that has been subject to moisture or disturbance.

5. "Friction Surface" shall mean any painted surface that touches or is in contact with another surface, such that the two surfaces are capable of relative motion, and abrade, scrape or bind when in motion. Friction surfaces shall include, but not be limited to, window frames and jambs, doors, and hinges.

6. "Impact Surface" shall mean any interior painted surface that shows evidence, such as marking, denting, or chipping, that it is subject to damage by repeated sudden force, such as certain parts of door frames, moldings, or baseboards.

7. "Lead-based paint" shall mean paint or other similar surface-coating material containing 1.0 milligrams of lead per square centimeter or greater, as determined by laboratory analysis, or by an x-ray fluorescence analyzer. If an x-ray fluorescence analyzer is used, readings shall be corrected for substrate bias when necessary as specified by the performance characteristic sheets released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings shall be classified as positive, negative or inconclusive in accordance with the United States department of housing and urban development "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995, revised 1997) and the PCS released by the United States environmental protection agency and the United States department of housing and urban development for the specific x-ray fluorescence analyzer used. X-ray fluorescence readings that fall within the inconclusive zone, as determined by the performance characteristic sheets, shall be confirmed by laboratory analysis of paint chips, results shall be reported in milligrams of lead per square centimeter and the measure of such laboratory analysis shall be definitive. If laboratory analysis is used to determine lead content, results shall be reported in milligrams of lead per square centimeter. Where the surface area of a paint chip sample cannot be accurately measured or if an accurately measured paint chip sample cannot be removed, laboratory analysis may be reported in percent by weight. In such case, lead-based paint shall mean any paint or other similar surface-coating material containing more than 0.5% of metallic lead, based on the non-volatile content of the paint or other similar surface-coating material.

8. "Lead-based paint hazard" shall mean any condition that causes exposure to lead from lead-contaminated dust, from lead-based paint that is peeling, or from lead-based paint that is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces that would result in adverse human health effects.

9. "Lead-contaminated dust" shall mean dust containing lead at 40 or more micrograms per square foot on a floor, 250 or more micrograms per square foot on window sills, and 400 or more micrograms per square foot on window wells, or such more stringent standards as may be adopted by the New York City board of health.

10. "Operator of such day care facility" shall mean any person who provides day care service and the owner of the premises where such day care facility is located. "Person" shall mean an individual, corporation, partnership, association or other for-profit or not-for-profit entity.

11. "Peeling" shall mean that the paint or other surface-coating material is curling, cracking, scaling, flaking, blistering, chipping, chalking, or loose in any manner, such that a space or pocket of air is behind a portion thereof or such that the paint is not completely adhered to the underlying surface.

12. "Remediation" or "Remediate" shall mean the reduction or elimination of a lead-based paint hazard through the wet scraping and repainting, removal, encapsulation, enclosure, or replacement of lead based paint, or other method approved by the commissioner of health and mental hygiene.

Subchapter 2

Remediation of Lead-Based Paint Hazards in Day Care Facilities

§17-910 Presumption. a. All paint or similar surface-coating material on the interior of any day care facility in a structure erected prior to January 1, 1978, shall be presumed to be lead-based paint.

b. The presumption established by this section may be rebutted by the operator or owner of the day care facility by submitting to the department a sworn written statement by the operator or owner of the day care facility supported by lead-based paint testing or sampling results, a sworn written statement by the person who performed the testing if performed by an employee or agent of the operator or owner of the day care facility, and such other proof as the department may require. Testing performed to rebut the presumption may only be performed by a person who has been certified as an inspector or risk assessor in accordance with subparts L and Q of part 745 of title 40 of the code of federal regulations or successor regulations. The determination as to whether such proof is adequate to rebut the presumption established by this section shall be made by the department.

§17-911 Remediation. a. There shall be no peeling lead-based paint in any portion of any day care facility.

b. Lead based paint or paint of unknown lead content that is peeling, or which is present on chewable surfaces, deteriorated subsurfaces, friction surfaces, or impact surfaces shall be immediately remediated in a manner authorized by the department.

c. Any equipment that is painted shall be painted with lead-free paint.

d. Whenever a condition prohibited by this section is found to exist, the department shall immediately serve an order on the operator or owner of such day care facility to remediate the condition. In the event such order is not complied with within forty-five days of service thereof, the department shall immediately request an agency of the city of New York to execute such order pursuant to the provisions of section 17-147 of this code. The agency shall execute the order within forty-five days of the department's request. The city of New York shall be entitled to enforce its rights for reimbursement of expenses incurred thereby, including as credits toward lease payments.

e. When lead-based paint hazards are remediated pursuant to this section such work shall be performed in compliance with work practices established by the department pursuant to section 17-912 of this subchapter.

§17-912 Department rules. The department shall promulgate such rules as may be necessary for the implementation of this chapter. Such rules shall incorporate work practices that are no less protective of public health than those set forth in section 173.14 (d) and (e) and those parts of subdivision b of the health code applicable thereto or a successor rule, and shall include a requirement that lead-contaminated dust clearance testing be performed at the completion of such work. Such rules shall require that such work be performed by a person who has, at a minimum, successfully completed a course on lead-safe work practices given by or on behalf of the department or, by the United States environmental protection agency or an entity authorized by it to give such course, or by the United States department of housing and urban development or an entity authorized by it to give such course. Such rules shall not apply where such work disturbs surfaces of less than (a) two square feet of peeling lead-based paint per room or (b) ten percent of the total surface area of peeling paint on a type of component with a small surface area, such as a window sill or door frame.

§17-913 Annual Survey. The operator of a day care facility shall conduct a survey of such facility annually, and more often if necessary, to determine the physical condition of surface-coating material throughout each such facility and shall provide a copy of the survey results to the department.

§10. All actions taken by the departments of housing preservation and development and health and mental hygiene pursuant to local law 38 of 1999 and local law 1 of 1982 shall be deemed valid to the extent that all violations written, and fines or penalties assessed, as well as any costs for repairs of such violations shall remain valid and enforceable, provided, however, that any such violations which remain uncorrected on the effective date of this local law shall be repaired using the work practices established pursuant to section 27-2056.11(a)(1) as added by section 5 of this local law, and the rules promulgated thereunder, and certified to the department of housing preservation and development in accordance with section 27-2056.10(c)(5) and subdivision (l) of section 27-2115 of the administrative code of the city of New York, as added by section five of this local law, and the rules promulgated thereunder pursuant to this local law.

§11. If any sentence, paragraph, section or part of this local law shall be adjudged invalid by a court of competent jurisdiction such judgment shall not impair or invalidate the remainder thereof but shall be confined to that part.

§12. Paragraph 4 of subdivision e of section 27-2056.4 of the administrative code of the city of New York, as added by section 5 of this local law, shall take effect immediately, and all other provisions of this local law shall take effect one hundred eighty days after its enactment, except that the commissioners of health and mental hygiene and housing preservation and development shall promulgate all rules and take all other actions necessary to implement this local law, other than paragraph 4 of subdivision e of section 27-2056.4, on or before the date upon which it shall take effect.

THE CITY OF NEW YORK, OFFICE OF THE CITY CLERK, s.s.:

I hereby certify that the foregoing is a true copy of a local law of the City of New York, passed by the Council on December 15, 2003, disapproved by the Mayor on December 17, 2003 and repassed by the Council Members on February 4, 2004 and said law is adopted notwithstanding the objection of the Mayor.

VICTOR L. ROBLES, City Clerk, Clerk of the Council

CERTIFICATION PURSUANT TO MUNICIPAL HOME RULE LAW §27

Pursuant to the provisions of Municipal Home Rule Law §27, I hereby certify that the enclosed Local Law (Local Law 1 of 2004, Council Int. No. 101-A) contains the correct text and:

Received the following vote at the meeting of the New York City Council on December 15, 2003: 44 for, 5 against, 1 not voting.

Was disapproved by the Mayor on December 17, 2003.

Was returned to the City Clerk on December 19, 2003.

Was reconsidered by the Council on February 4, 2004 and received the following vote of the Council members at a meeting of the Council on February 4, 2004: 44 for, 5 against, 1 not voting.

JEFFREY D. FRIEDLANDER, Acting Corporation Counsel